

Bloomington Public Library

Books are just the beginning.



BLOOMINGTON PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

Tuesday, December 15, 2020

5:30 p.m.

In compliance with the COVID-19 executive orders and due to the fact, patrons are not able to enter the library at this time, the Bloomington Public Library's meeting will take virtually, via ZOOM. Below is the link and phone number to connect to the Zoom meeting.

In lieu of providing public comment at the meeting, members of the public may send statements to the Library Director, at librarydirector@bloomingtonlibrary.org with the subject line: Public Comment. Comments sent to the Library may be read individually.

Zoom Meeting Link: <https://zoom.us/j/92275979589>

Zoom Meeting Phone Number: (312) 626-6799

Meeting ID: 922 7597 9589

William Wetzel Reading Room
205 E. Olive Street, Bloomington, IL 61701

AGENDA (Revised)

- I. Call to Order
- II. Roll Call
- III. Introduction of Public
- IV. Public Comment
- V. President's Report
- VI. Director's Report
- VII. Fiscal Report Presentation
- VIII. Consent Agenda
 - A. Approve Minutes of October 20, 2020 Regular BPL Board Meeting
 - B. Approve Minutes of November 17, 2020 Regular BPL Board Meeting
 - C. Approve Bills List of November 2020
- IX. Approval Items
 - A. Approve Waiving the Competitive Bid Process for Property/Casualty Insurance
 - B. Approve Transfer of Funds from Maintenance & Operating Fund to Capital Reserve Fund
 - C. Approve Agreement with Engberg Anderson for architectural services for a Library Expansion
- X. Discussion Per Capita Grant Requirements
- XI. Comments from Trustees
- XII. Adjournment

Posted: 12.10.20 4:15 p.m.

BILLS LIST

Approved by BPL Board of Trustees, December 15, 2020

Signature, BPL Trustee

Vendor	Line Item	Amount
A-1 Haney Plumbing, Inc.	Building Maintenance	242.42
Absopure Water Co.	Library Supplies	34.00
Amazon.com, LLC	A/V Materials	3,528.46
Amazon.com, LLC	Adult Books	1,002.18
Amazon.com, LLC	Building Mtnc Supplies	32.11
Amazon.com, LLC	Children's Books	241.35
Amazon.com, LLC	Employee Relations	14.79
Amazon.com, LLC	Janitorial Supplies	86.07
Amazon.com, LLC	Office Supplies	43.80
Amazon.com, LLC	Periodicals	19.32
Ameren IP	Electricity	5,563.41
American National Skyline, Inc.	Building Maintenance	600.00
American Pest Control	Building Maintenance	80.00
Bertolet Memorial Library	Miscellaneous Expenses	10.00
Brush, Charles K.	Building Maintenance	120.00
Carpet Weaver's Flooring & Furniture	Building Maintenance	15,014.00
Cawley, Kaylyn	Fees	(11.00)
CDW Government	Computer Supplies	336.70
Cengage Learning	Adult Books	264.64
CIRBN	Telecommunications	840.66
City of Bloomington	Dental Insurance	801.74
City of Bloomington	FICA	12,905.06
City of Bloomington	Gas & Diesel Fuel	148.70
City of Bloomington	Health Insurance-HMO	2,395.12
City of Bloomington	Health Insurance-PPO	16,569.90
City of Bloomington	IMRF	23,150.77
City of Bloomington	Life Insurance	252.00
City of Bloomington	Medicare	3,018.12
City of Bloomington	Payroll	218,277.32
City of Bloomington	RSA Contribution	835.40
City of Bloomington	Unemployment Ins	204.00
City of Bloomington	Vision Insurance	248.28
City of Bloomington	Water	581.80
Continental Research Corp	Janitorial Supplies	717.74
Cummins, Inc.	Vehicle Maintenance	785.12
Custom Digital Imaging	Printing	1,740.79
Dean's Graphics, Inc.	COVID-19	245.00
Dell Marketing, L.P.	Computer Supplies	443.90
Demco	Library Supplies	1,054.83
Educational Development Corp	A/V Materials	19.98

Enchelmayer, Paul
 Engberg Anderson, Inc.
 Engler, Callaway, Baasten, & Sraga, LLC
 Findaway World, LLC
 Geiger Brothers
 Illinois State University
 Imaging Office Systems, Inc.
 Johnson Controls Fire Protection L.P.
 KCN Solutions, LLC
 McLean County Chamber of Commerce
 Metronet Holding, LLC
 Mid Illinois Mechanical
 Midamerica Books
 Midwest Mailing & Shipping Systems, Inc.
 Midwest Mailing & Shipping Systems, Inc.
 Midwest Tape
 Midwest Tape
 Miller Janitorial Supply
 Northern Illinois Gas/NICOR
 Nu Air Corp
 Office Depot
 Office Depot
 Office Depot
 Office Depot
 Office Depot
 OSF Occupational Health
 OverDrive
 Pilot Media, LLC
 Proquest CSA, LLC
 Rockford Map Publishers
 Uline Shipping Supply Specialists
 Unique Management
 Weber Electric, Inc.
 VISA - Absopure Water Co.
 VISA - Amazon Web Services
 VISA - Amazon.com
 VISA - Avanti's
 VISA - Baker & Taylor Books
 VISA - Baker & Taylor Books
 VISA - Baker & Taylor Books
 VISA - Best Version Media
 VISA - Facebook
 VISA - Flying
 VISA - Global Industrial Equipment
 VISA - Illinois Library Association
 VISA - Ingram
 VISA - Ingram
 VISA - Ingram
 VISA - Interstate All Battery Center
 VISA - Menards
 VISA - Menards
 VISA - Menards

Other Purchased Services	75.00
Other Purchased Services	53,676.48
Other Purchased Services	1,794.00
A/V Materials	49.49
Miscellaneous Expenses	1,116.16
Advertising	416.67
Office/Equipment Mtn	750.00
Building Maintenance	700.00
Building Mtn Supplies	887.20
Memberships	650.00
Telecommunications	1,668.63
Building Maintenance	3,082.86
Adult Books	363.30
Office/Equipment Mtn	240.00
Office Supplies	145.00
A/V Materials	951.41
Downloadable Materials	4,990.00
Janitorial Supplies	127.06
Natural Gas	1,700.13
Building Mtn Supplies	1,036.44
Computer Supplies	1,256.74
COVID-19	73.83
Employee Relations	87.00
Janitorial Supplies	23.90
Office Supplies	1,388.29
Other Purchased Services	45.00
Downloadable Materials	4,990.00
Advertising	200.00
Public Access Materials	1,237.24
Adult Books	74.70
Janitorial Supplies	338.78
Other Purchased Services	295.35
Building Maintenance	430.00
Library Supplies	25.50
Other Purchased Services	10.05
Periodicals	49.99
Employee Relations	420.65
A/V Materials	3,447.82
Adult Books	9,467.27
Children's Books	4,320.87
Advertising	591.52
Advertising	284.31
Periodicals	18.00
Janitorial Supplies	174.90
Memberships	500.00
A/V Materials	2,508.75
Adult Books	3,556.87
Children's Books	157.34
Building Mtn Supplies	106.40
Building Mtn Supplies	157.98
Employee Relations	30.89
Janitorial Supplies	45.31

VISA - NewEgg, Inc.	Computer Supplies	305.90
VISA - Old House	Periodicals	34.00
VISA - Pantagraph	Periodicals	1,698.00
VISA - PayPal*MelissaAlcorn	Advertising	385.00
VISA - Premium Pet Supply	Library Supplies	36.99
VISA - Really Useful Boxes, Inc.	Library Supplies	41.44
VISA - ROM Corp	Vehicle Maintenance	332.79
VISA - Rydin Decal	Library Supplies	338.42
VISA - Sam's Club	Memberships	45.00
VISA - Sprint	Other Purchased Services	459.80
VISA - Sprint	Telecommunications	667.21
VISA - Starcrest Cleaners	Other Purchased Services	21.00
VISA - Sunset Publishing Corp	Periodicals	44.95
VISA - Target	Janitorial Supplies	5.99
VISA - Target	COVID-19	17.99
VISA - Uline Shipping Supply Specialists	Library Supplies	254.78
VISA - University of Wisconsin	Professional Development	112.50
VISA - UPS	Postage	7.24
VISA - Verizon Wireless	Telecommunications	301.60
VISA - Wal-Mart	Janitorial Supplies	31.61
VISA - Wal-Mart	Library Supplies	27.31
VISA - Wal-Mart	Office Supplies	21.59
VISA - Wal-Mart	Other Purchased Services	67.96
VISA - White Pages	Other Purchased Services	125.99
VISA - Zoom.US	COVID-19	194.87
Total		428,773.49

BLOOMINGTON PUBLIC LIBRARY
FY 2020-2021 FISCAL REPORT

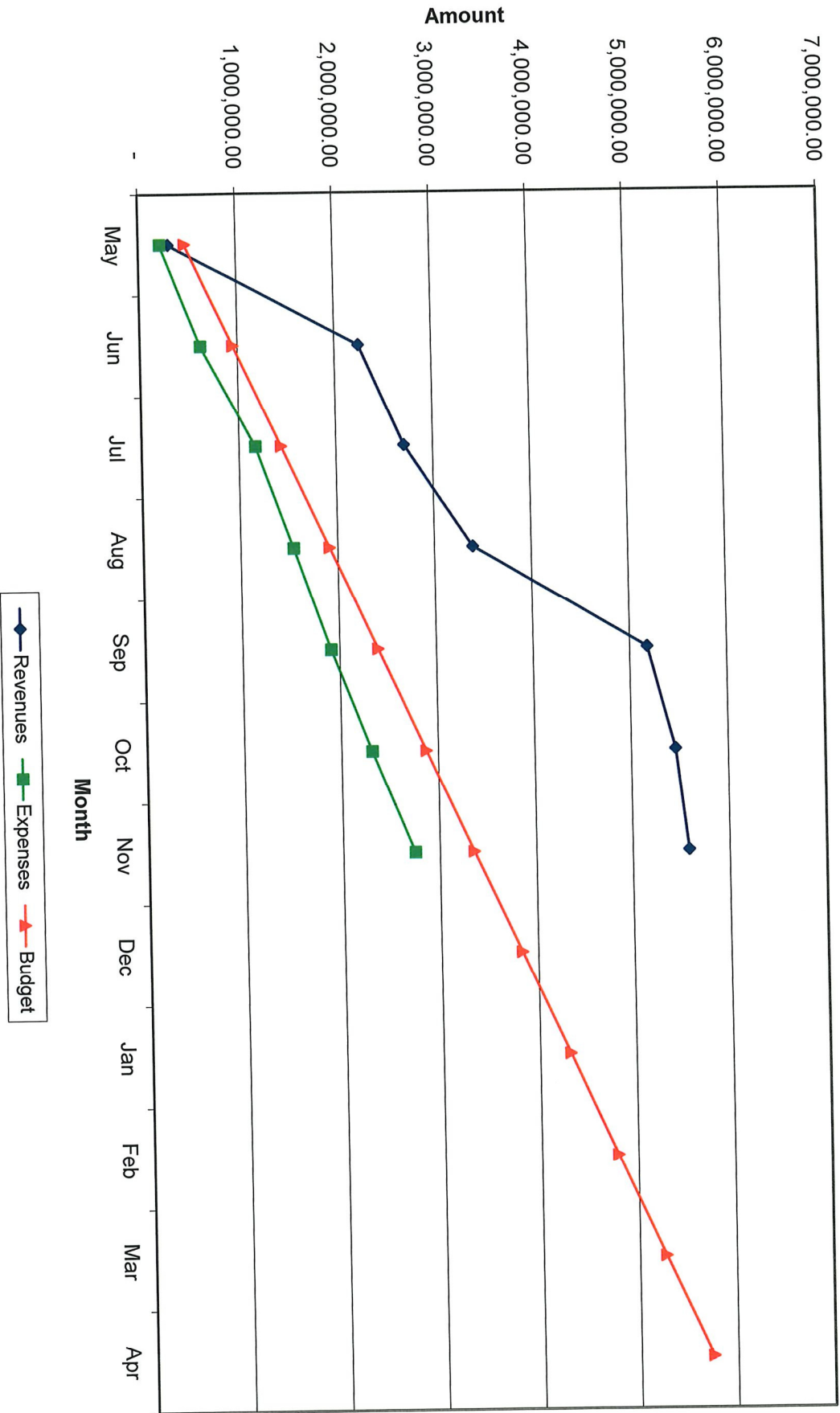
REVENUES:

ACCT NAME	BUDGET	NOV 2020	YR-TO-DATE	AMOUNT OVER/UNDER	% RECEIVED
Property Tax	4,935,359	104,478.52	4,931,597.48	(3,761.52)	99.9
Replacement Tax	130,400	0.00	130,400.00	0.00	100.0
State Grants	95,700	0.00	95,762.50	62.50	100.1
GPPLD	400,000	16,865.56	399,129.35	(870.65)	99.8
Fines & Fees	50,000	779.88	3,853.69	(46,146.31)	7.7
Copies	3,500	171.80	1,301.85	(2,198.15)	37.2
Interest on Investments	75,000	373.11	7,272.80	(67,727.20)	9.7
Interest From Taxes	0	0.00	0.00	-	-----
Donations	24,000	32.02	3,794.48	(20,205.52)	15.8
Cash Over/Short	0	0.00	15.30	15.30	-----
Other	45,000	1,281.85	10,439.46	(34,560.54)	23.2
Total Revenues	5,758,959	123,982.74	5,583,566.91	(175,392.09)	97.0

ACCT NAME	BUDGET	NOV 2020	YR-TO-DATE	AMOUNT OVER/UNDER	% SPENT
Full-Time Salaries	2,399,185	181,049.16	1,261,729.31	(1,137,455.69)	52.6
Part-Time Salaries	483,694	32,994.48	216,989.20	(266,704.80)	44.9
Seasonal Salaries	67,667	1,983.68	18,065.19	(49,601.81)	26.7
Overtime Salaries	1,100	0.00	0.00	(1,100.00)	0.0
Other Salaries	0	2,250.00	6,108.00	6,108.00	-----
Total Sals & Wages	2,951,646	218,277.32	1,502,891.70	(1,448,754.30)	50.9
Dental Insurance	11,000	801.74	5,268.58	(5,731.42)	47.9
Vision Insurance	3,000	248.28	1,667.97	(1,332.03)	55.6
Health Insurance, BC/BS PPO	366,827	16,569.90	126,083.80	(240,743.20)	34.4
Health Insurance, OSF HMO	16,000	2,395.12	15,739.36	(260.64)	98.4
Life Insurance	3,200	252.00	1,713.60	(1,486.40)	53.6
Library RSA Contribution	0	835.40	3,752.21	3,752.21	-----
IMRF	239,918	23,150.77	160,313.16	(79,604.84)	66.8
FICA	182,933	12,905.06	89,309.02	(93,623.98)	48.8
Medicare	42,783	3,018.12	20,886.62	(21,896.38)	48.8
Unemployment Insurance	0	204.00	204.00	204.00	-----
Worker's Comp	18,385	0.00	0.00	(18,385.00)	0.0
Uniforms	800	0.00	286.65	(513.35)	35.8
Tuition Reimbursement	15,500	0.00	0.00	(15,500.00)	0.0
Other Benefits	25,000	0.00	5,181.20	(19,818.80)	20.7
Total Benefits	925,346	60,380.39	430,406.17	(494,939.83)	46.5
Rentals	25,000	932.51	9,431.81	(15,568.19)	37.7
Total Rentals	25,000	932.51	9,431.81	(15,568.19)	37.7
Building Mtn	150,000	21,987.95	73,041.92	(76,958.08)	48.7
Vehicle Mtn	12,000	2,407.34	7,160.50	(4,839.50)	59.7
Office & Computer Mtn	195,000	3,230.89	75,013.35	(119,986.65)	38.5
Total Repair/Mtn	357,000	27,626.18	155,215.77	(201,784.23)	43.5

ACCT NAME	BUDGET	NOV 2020	YR-TO-DATE	AMOUNT OVER/UNDER	% SPENT
Advertising	50,000	2,351.28	25,140.03	(24,859.97)	50.3
Printing/Binding	18,000	297,334.00	5,699.51	(12,300.49)	31.7
Travel	1,000	11.39	24.74	(975.26)	2.5
Membership Dues	4,000	500.00	2,260.00	(1,740.00)	56.5
Professional Development	10,000	211.50	3,140.16	(6,859.84)	31.4
Other Purchased Services	150,000	59,560.04	117,006.14	(32,993.86)	78.0
Property Insurance	17,000	0.00	0.00	(17,000.00)	0.0
Vehicle Insurance	5,000	0.00	0.00	(5,000.00)	0.0
Other Insurance	6,500	0.00	0.00	(6,500.00)	0.0
Total Purchased Services	261,500	359,968.21	153,270.58	(108,229.42)	58.6
Office Supplies	20,000	117.08	5,133.52	(14,866.48)	25.7
Office Supplies-COVID-19	0	212.86	20,852.02	20,852.02	-----
Computer Supplies	90,000	779.32	27,758.83	(62,241.17)	30.8
Postage	2,500	0.00	19.05	(2,480.95)	0.8
Library Supplies	85,000	1,813.27	14,049.05	(70,950.95)	16.5
Janitorial Supplies	18,000	1,978.50	8,917.83	(9,082.17)	49.5
Gas & Diesel Fuel	5,500	148.70	1,411.54	(4,088.46)	25.7
Building Mtnc & Repair Supplies	20,000	384.68	5,164.02	(14,835.98)	25.8
Total Supplies	241,000	5,434.41	83,305.86	(157,694.14)	34.6
Natural Gas	31,000	1,700.13	4,896.70	(26,103.30)	15.8
Electricity	90,000	5,563.41	43,415.51	(46,584.49)	48.2
Water	9,000	581.80	3,484.71	(5,515.29)	38.7
Telecommunications	38,000	3,970.15	25,888.81	(12,111.19)	68.1
Total Utilities	168,000	11,815.49	77,685.73	(90,314.27)	46.2
Professional Collection	1,500	0.00	288.00	(1,212.00)	19.2
Total Prof Collection	1,500	0.00	288.00	(1,212.00)	19.2
Periodicals	40,000	365.19	17,770.64	(22,229.36)	44.4
Adult Books	143,000	9,598.80	80,801.01	(62,198.99)	56.5
Children's Books	118,500	1,577.58	62,724.25	(55,775.75)	52.9
A/V Materials	131,000	11,627.22	46,993.14	(84,006.86)	35.9
Public Access Software	188,880	1,612.24	62,385.56	(126,494.44)	33.0
Downloadable Materials	154,700	10,010.20	60,245.40	(94,454.60)	38.9
Total Materials	776,080	34,791.23	330,920.00	(445,160.00)	42.6
Employee Relations	5,000	250.40	1,813.19	(3,186.81)	36.3
Miscellaneous Expenses	10,000	243.02	1,800.90	(8,199.10)	18.0
Transfer to Capital Fund	36,887	0.00	0.00	(36,887.00)	0.0
Total Other Expenses	51,887	493.42	3,614.09	(48,272.91)	7.0
Total Expenses	5,758,959	719,719.16	2,747,029.71	(3,011,929.29)	47.7

Bloomington Public Library FY 2020-2021



EXPLANATIONS FOR VARIANCES IN EXCESS OF 5%
(Variance of 53.3% to 63.3% is acceptable)
November 2020

Property Tax (99.9%): The Library has received its final distribution on Dec 12.

Replacement Tax (100.0%): The distribution took place in August.

State Grants (100.1%): The Library received its Per Capita Grant in August.

Golden Prairie Public Library District (99.8%): Golden Prairie has also received its final distribution for the year; however, it is not reflected on this report.

Fees (7.7%): Very little has been collected.

Copies (37.2%): Very little has been collected.

Interest (9.7%): Interest rates are down.

Donations (15.8%): A few donations have come in from various sources.

Other Revenue (23.2%): Receipts have been low.

Full-Time Salaries (52.6%): This line item is just slightly under-spent.

Part-Time Salaries (44.9%): This is also low due to some staff vacancies.

Seasonal Salaries (26.7%): This is under-spent due to the decision to hire fewer seasonal employees this summer.

Overtime Salaries (0.0%): Nothing has been paid from this line item.

Dental Insurance (47.9%): This is just under-spent due to full-time staff vacancies.

Health Insurance, PPO (34.4%): This line item is also under-spent due to full-time staff vacancies; and due to better rates that projected last year.

Health Insurance, HMO (98.4%): This is over-spent due to reducing the total budgeted amount, based on previous year's spending.

IMRF (66.8%): This is over-spent due smaller projections for the year.

FICA (48.8%): This is under-spent due to staff vacancies.

Medicare (48.8%): This is under-spent due to staff vacancies.

Worker's Compensation (0.0%): The annual worker's compensation premium is paid in December.

Uniforms (35.8%): Charges have been minimal.

Tuition Reimbursement (0.0%): Nothing has been paid from this line item.

Other Benefits (20.7%): This line item is for vacation payouts for staff.

Rentals (37.7%): Charges have been minimal.

Building Maintenance (48.7%): Charges have been minimal.

Office/Equipment Maintenance (38.5%): Charges have been minimal.

Advertising (50.3%): Charges have been minimal.
Printing/Binding (31.7%): Charges have been minimal.
Travel (2.5%): Charges have been minimal.
Professional Development (31.4%): Charges have been minimal.
Other Purchased Services (78.0%): This is over-spent due payments made to Engberg Anderson for design services.
Property Insurance (0.0%): This will be paid at the end of December.
Vehicle Insurance (0.0%): This will be paid at the end of December.
Other Insurance (0.0%): This will be paid at the end of December.
Office Supplies (25.7%): Charges have been minimal.
Computer Supplies (30.8%): Charges have been minimal.
Postage (0.8%): Charges have been minimal.
Library Supplies (16.5%): Charges have been minimal.
Janitorial Supplies (49.5%): Charges have been minimal.
Gas & Diesel Fuel (25.7%): Charges have been minimal.
Building Maintenance Supplies (25.8%): Charges have been minimal.
Natural Gas (15.8%): Charges have been minimal.
Electricity (48.2%): Charges have been minimal.
Water (38.7%): Charges have been minimal.
Telecommunications (68.1%): This is over-spent due to the annual payment for Alert Media emergency notification system, which was paid in May.
Professional Collection (19.2%): Charges have been minimal.
Periodicals (44.4%): Charges have been minimal.
Children's Books (52.9%): Charges have been minimal.
A/V Materials (35.9%): Charges have been minimal.
Public Access Software (33.0%): Charges have been minimal.
Downloadable Materials (38.9%): Charges have been minimal.
Employee Relations (36.3%): Charges have been minimal.
Miscellaneous Expenses (18.0%): Charges have been minimal.
Transfer to Capital Fund (0.0%): This transfer from the Operating Fund to the Capital fund has not taken place yet.

The Donations line item breaks out as follows:

Summer Reading Program Donations:	
Golden Prairie Public Library District:	\$3,000.00
Memorial Donations:	335.00
C-U Herb Guild, Donation for Materials:	50.00
Lois Rubbel, Miscellaneous Donation:	100.00
Judge Joe Webster, Miscellaneous Donation:	100.00
Ian Jorgensen, Miscellaneous Donation:	20.00
Rita Schmidt, Miscellaneous Donation:	50.00
Robert Starckovich, Miscellaneous donation:	100.00
Miscellaneous Donations:	39.48

Total Donations:	\$3,794.48
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The Other Revenue line item breaks out as follows:

Blankets:	\$ 0.00
Book Pick-Up:	704.90
Book Shoppe:	5,734.50
Drawstring Bags:	0.00
Ear Buds:	18.00
Flash Drives:	19.50
Hot Beverage Service:	0.00
Meeting Room Fees:	0.00
Mugs/Cups:	2.00
Print Station:	3,642.05
Reusable Bags:	36.00
Test Proctoring:	75.00
Tote Bags:	152.00
Umbrellas:	0.00
Miscellaneous:	55.51

Total Other Revenue: 10,439.46

During November, 12 batches containing 112 invoices were processed, totaling \$118,261.75 and 102 credit card charges were made totaling \$31,276.36.

As of November 30, the Library's Maintenance & Operating Fund Balance is \$5,089,583.37, which is 93.2% of the budgeted amount; the goal of twenty-five percent of the Library's FY21 budget is \$1,439,739.75.

Library Fund Balance Information, 11/30/20:

Operating:	\$ 5,089,583.37
Capital:	\$ 3,370,647.50
Fixed Assets:	\$ 1,188,360.57

Bloomington Public Library

Books are just the beginning.



Director's Report November 2020

COVID-19 Response:

- Met with Central Illinois Library Directors once, Peoria Area Library Directors once, and Brian Chase, Normal Public Library Director twice to discuss COVID-19 response plans
- Met with Department Managers to reevaluate COVID-19 procedures and patron guidelines, including an adjustment to contactless services with the Governor's move to tier 3 mitigations and coordination of cross-departmental scheduling
- Responded to safety concerns and questions submitted by the union including the development of a COVID case tracking dashboard
- Monitored and provided guidance for instances of staff exhibiting potential COVID symptoms, staff exposures to COVID, and internal contact tracing for four staff members testing positive (unrelated to each other)

Goal: Explore and implement strategies to improve access to the library and its resources.

- Continued to make progress towards a Library expansion
 - Met with City Council members to share preliminary designs
 - Presented preliminary designs at a Committee of the Whole Council meeting
 - Met with Joe of Engberg Anderson Architects to review designs and IT needs
 - Shared preliminary designs with staff in two mini-morning sessions
 - Shared preliminary designs with the Foundation board
 - Was interviewed about the library expansion by WGLT
- Prepared for and led an Equity, Diversity, and Inclusion (EDI) staff committee meeting
- Met with an Equity, Diversity, and Inclusion (EDI) staff subcommittee to review staff survey results
- Worked with Rhonda to draft a "Libraries are for Everyone" sticker for the Library's entrance
- Recorded a brief City Council Library Orientation video
- Attended Illinois Library Association Advocacy, Public Policy, Finance, Executive, and Conference Committee meetings
- Coordinated promotion of GPPLD trustee vacancies and put together an application for the vacant seat

Goal: Provide relevant and innovative services, collections and programs to meet the emergent needs of our community.

- Worked one curbside shift

Bloomington Public Library

Books are just the beginning.



Goal: Recruit, train and develop a knowledgeable, collaborative staff.

- Attended a networking reunion with Library Leadership Institute small group members
- Worked with Gayle to review HR Source suggestions for revisions to our Personnel Handbook
- Worked to prepare materials in response to a grievance
- Distributed Staff Appreciation Day gifts

Goal: Administer a cost-effective public library.

- Attended a webinar about the Illinois State Library Live and Learn Construction grant
- Attended the City Council Meeting approving the preliminary tax levy for 2020
- Met with Rhonda to discuss Fundraising plans
- Prepared the FY22 budget narrative to submit to the City
- Met with Kathy to review the FY22 budget materials to submit to the City

**Adult Services Report
Carol Torrens
November 2020**

Goal: Explore and implement strategies to improve access to the library and its resources.

Kerrie in IT looked into several chat software services. We are thinking of implementing one into Adult Services, further expanding the ways customers can communicate with us. A couple librarians so far have watched videos about the Library H3lp product.

Goal: Provide relevant and innovative services, collections, and programs to meet the emergent needs of our community.

SERVICES

Patrons are not able to enter the library at this time, so we have been focused on offering services via phone and email as well as contributing to the library-wide effort of Curbside Holds.

COLLECTIONS

Intern Rachel R. is working with Tiffany on a grubby weeding project in TeenZone.

Marcie weeded mystery hardcovers and paperbacks, authors DOI-HAR

Carol continues to weed Drama DVDs that haven't checked out for a long time and order replacement copies of ones with high circulation.

Displays this month were on these topics: Culinary Fiction, Native American Heritage Month, Pie, and Inspirational Fiction. In the AV area, fall movies were featured.

PROGRAMS

Tiffany presented a virtual book club to Unit 5 middle schools. 36 students participated.

Adult/Family programs

Mystery virtual book club – 1 session – 13 attended
Fiction virtual book club – 1 session – 3 attended
Books on Tap virtual book club – 1 session – 10 attended
History Reads virtual book club – 1 session – 8 attended
Spanish virtual book club – 1 session – 8 attended
Warning Signs of Alzheimer's, virtual – 1 session -- 5 attended
Understanding Alzheimer's and Dementia, virtual – 1 session – 8 attended

Teen Programs

FAFSA workshop, virtual – 1 session – 1 attended
DIY personalized mug (handed out for do-at-home) – 1 session – 6 attended

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

Marcie completed a course called Building Diverse Collections. An upcoming webinar may provide some practical tips on putting this knowledge into use.

Goal: Work effectively through the use of technology.

There were no individual appointments.

Staff watched or participated in several mini-morning sessions and webinars. Among them were YWCA's Cage of Oppression (diversity training), EDI assessment, architectural plans for expansion, Library H3lp chat software, Promoting your Digital Library, upcoming book publications, and Illinois Legal Aid's services.

Rob C made a new, simpler version of the instructions for ABBYY FineReader, the software used at the scanning computers.

Business Office Report

Kathy Jeakins

November 2020

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

I attended a virtual Mini Morning Session on the Library's EDI Committee.

I viewed a virtual webinar on EDI.

Goal: Work effectively through the use of technology.

I worked with Rhonda to and Metronet to re-record the Library's automated attendant greeting for Curbside service and the closed days for Thanksgiving.

Goal: Administer a cost-effective public library.

Library Credit Cards: I followed up with staff who were contacted by City Hall staff that their cards were about to expire to make sure they get their new cards, cancelled cards for staff who left employment, and I entered all credit card transactions in account files.

FY 22 Budget: I submitted all the necessary files to Chris Tomerlin, City Budget Manager, by the deadline of 11/25/20.

The Library received the final Property Tax distribution of \$104,478.52 in early December, bringing the total to \$4,931,597.48; only \$3,761.52 short for the year.

Golden Prairie also received their 9th Property Tax distribution in early December as well. However, the transfer of 95% of those funds in December is not reflected on this report.

In November, the Book Shoppe collected \$677.50.

The Golden Prairie audit is completed, and the Board will review and approve it at their meeting in December.

I help with a Personal Liability insurance claim for a patron who was injured at the Library. The claim is now closed.

I attended the Foundation meeting on November 11.

I made copies of credit card receipts related to COVID-19 expenses and forward to City in preparation of a grant application they are working on.

It was necessary for Foundation Board members to sign documents related to filing their AG-990 and Illinois Charitable Organizations reports.

Bills Costing in Excess of \$5,000:

Carpet Weaver's \$5,629.00 for New Flooring in Teen Zone

Carpet Weaver's \$6,720.00 for New Flooring in Community Room

Engberg Anderson \$53,676.48 for Expansion Design Work

Scholastic Library Publishing \$9,966 to renew Public Access Software (ScienceFlix and BookFlix)

Upcoming:

I will be reviewing the Library's Purchasing Policy in December

Children's Services Report

Melissa Robinson

November 2020

Goal: Provide sustainable services, collections and programs to meet the needs of our diverse community.

Programs

- Live:
 - Virtual Lego Construction (on Zoom) – 28 attended
 - STREAM on Zoom – 44 attended
 - Itsy Arts (in person) – 2 sessions – 12 attended
 - Tales for Tails (on Zoom) – 3 sessions – 36 attended
- Pre-Recorded Programs on Facebook:
 - DIY Mondays – 5 posts – 263 views
 - Smarty Pants Story Time – 4 posts – 283 views
 - Wild Card Friday – 4 posts – 245 views
 - Where the Wild Things Read Story Time – 2 posts – 99 views
- Passive programs – 2 offered – 112 participated
- Lisa recorded a story time for Trinity Lutheran Preschool.

Services

- Children's staff quickly adjusted to the shift in services - helping with shelving, the pick list, and curbside pick-up.

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

- I met with all Children's Services staff for annual performance reviews.
- Children's staff attended the MMS sessions on the EDI committee and the building expansion.
- Children's staff attended the EDI webinar.
- Alysha attended the Central Illinois Community Educators meeting.

Goal: Work effectively through the use of technology.

- 31 posts were added to the Children's Department Facebook group, and we now have 320 members.

Upcoming:

- We will continue our pre-recorded programs on Facebook.
- Dec 3 – Books n Bites (on Zoom)
- Dec 5 – Virtual Lego Construction (on Zoom)
- Dec 10 – Wooly Zimowy Story Time (on Zoom)
- Dec 15 – STREAM on Zoom
- Dec 21 – DIY Winter Crafts (on Zoom)
- Dec 28- Winter Zoomlympics
- Dec 29 and 30 – Dungeons and Dragons for Kids (online).
- Winter Reading for Kids begins Dec 14

Circulation and Outreach Services Report
Colleen Shaw
November 2020

Goal: Explore and implement strategies to improve access to the library and its resources.

Virtual meetings attended and successful connections established by Outreach Library Associate, Michelle Cope:

- Fostered local connections for an organization working on a federal grant designed to disseminate a tech program, Oasis, to nonprofits in McLean County. The program will enable older adults to stay tech-wise and cyber-safe.
- Connected the McLean County History Museum with BPL staff to assist with curating a reading list for their History/Social Science Teacher Symposium.
- Fatherhood Coalition
- Human Services Council
- ARC Quarterly Non-Profit Collaboration
- Community Leadership Breakfast
- IL Partners with legislators meeting
- BNParents Coalition
- Recovery Oriented Systems of Care Council
- HSHM Night in a Car Kick Off meeting
- IL Prairie Foundation Nonprofit Workshop
- Recovery Oriented Systems of Care Spirituality group

Goal: Provide relevant and innovative services, collections, and programs to meet the emergent needs of our community.

- Deposits staff prepared and delivered or renewed 182 items at 4 sites. popUP services were cancelled this month but 28 items were delivered to sites for patrons that regularly attend a popUP service.
- Home Delivery prepared 388 items for 49 active patrons. 49 items were picked up via our curbside service.
- Library Technical Assistant and bookmobile driver-in-training, Rhiannon Shoults, successfully passed the test to obtain her CDL permit on 11/20.
- On 11/10, the bookmobile stop to Golden Eagle was cancelled due to storm activity.
- Due to our building closure during this time, the allowable holds limit that a patron can request was raised from 15 to 25.
- The December 12 Book Donation Day has been cancelled. In place of the event, patrons that contact us are offered to schedule a time with the Book Shoppe coordinator, Aleshia Phifer, to drop off their donations.
- While the building is closed, patrons are able to receive a library card in the mail after completing our pre-registration process online. Patrons can also call Circulation to register for a card over the phone.

Bloomington Public Library

Books are just the beginning.



(11/2020) Circulation and Outreach Services Statistics

Total Circ BPL	92,957
Total Circ Main	71,500
Adults	35,330
Teens	1,892
Children	34,278
Total Circ Outreach	4,750
OTR Adults	2,439
OTR Teens	72
OTR Children	2,239
Total Circ eBooks	16,707
Hoopla	3,917
Overdrive	10,108
RBDigital	1,924
TumbleBooks	34
eBook Central	7
Kanopy	717
Borrowers Registered	151
Total Active Cardholders	39,055
Children	8,978
Teen	5,253
Adult	24,824
GPPLD	1,657
Total Holds Filled	13,827
Main Holds	11,684
Outreach Holds	2,143
Door Count	8,125*

*Beginning on 11/20, patrons were not allowed to enter the building.

Circulation Questions Answered: 396

Outreach Questions Answered: 185

Total Questions Answered: 581

10 Stops with Highest Circulation	
Wingover Apartments PM	145
Wingover Apartments AM	121
Old Farm Lakes	98
Ponds Apartments	97
Eagle Creek	95
Ekstam Drive	84
Eagle Ridge	74
Ekstam Drive	70
Old Farm Lakes	57
Eagle Crest	56

5 Stops with Lowest Circulation	
Four Seasons	2
Miller Park	2
Shirley	2
Rollingbrook South	2
Stevenson School	1

Bookmobile Customers: 459

Total Monthly Stops: 62*

*Golden Eagle (11/10) was cancelled due to weather.

*7 stops were impacted by the holiday closure.

Bloomington Public Library

Books are just the beginning.



	January	February	March	April	May	June	July	August	September	October	November	December
Total Circ												
2013	135,806	117,209	134,007	128,915	122,888	146,819	154,032	135,012	119,417	121,594	120,493	110,073
2014	116,717	106,520	124,081	111,830	107,779	141,538	142,819	123,207	116,986	118,036	112,807	109,247
2015	115,409	106,414	120,059	109,664	110,534	140,366	132,776	121,986	109,079	115,446	107,593	108,085
2016	115,834	107,977	114,870	107,576	111,304	131,572	128,439	116,681	104,656	112,022	105,100	97,912
2017	113,831	100,674	110,265	96,693	103,159	113,776	112,791	107,594	93,335	101,602	97,716	90,227
2018	102,019	91,030	104,298	95,337	99,405	115,080	114,304	101,761	92,687	96,937	86,122	86,576
2019	95,472	89,628	97,467	90,513	93,520	114,046	119,119	103,908	96,712	97,285	91,475	88,802
2020	97,072	93,370	100,821	53,982	27,779	59,235	92,390	104,306	101,994	106,447	92,957	
Main Circ												
2013	124,116	111,489	122,741	122,198	111,484	136,371	142,283	126,755	108,180	110,152	111,062	101,115
2014	106,624	102,576	118,907	105,133	101,459	136,527	130,193	111,651	106,393	108,351	103,053	103,341
2015	110,164	97,499	108,559	103,495	98,882	127,685	123,212	108,030	102,131	102,693	95,683	96,524
2016	103,448	96,129	102,051	94,675	97,826	117,687	115,404	106,625	97,633	97,679	92,573	87,161
2017	100,185	87,246	96,002	83,182	89,162	103,766	99,545	92,320	80,657	88,108	85,196	77,814
2018	87,756	77,949	89,019	81,429	84,157	100,149	99,158	86,406	78,268	81,385	71,469	71,850
2019	79,214	74,576	79,508	74,351	76,661	96,218	100,735	86,027	78,541	79,509	74,343	72,365
2020	77,650	74,419	79,618	32,841	8,404	44,800	74,394	82,523	81,176	84,996	71,500	
Active Users												
2013	31,325	31,422	31,325	31,933	32,747	33,874	33,374	34,727	35,905	36,210	36,755	37,045
2014	37,445	37,890	38,378	38,088	37,730	37,208	37,006	36,791	36,605	36,438	36,085	35,895
2015	35,612	35,316	34,990	34,709	34,434	34,209	33,986	33,696	33,304	33,031	32,796	33,342
2016	33,460	33,162	33,063	32,875	32,871	33,243	32,994	32,890	35,412	35,144	35,177	35,068
2017	35,357	35,244	35,363	35,216	35,308	34,469	34,287	34,205	34,017	34,819	33,910	33,831
2018	35,346	35,084	35,131	35,010	35,040	34,666	34,495	34,551	35,452	37,182	36,870	36,803
2019	36,506	36,471	37,323	37,619	38,150	38,290	38,116	39,401	38,192	36,443	36,214	36,204
2020	36,919	37,377	38,012	37,796	37,600	38,823	39,235	38,927	39,235	34,652	39,055	

Human Resources Report

Gayle Tucker

November 2020

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

- I attend mini morning sessions (MMS) offered by the Staff Development Committee
 - I attended an MMS on the Architectural Designs
 - I attended a webinar about Retirement Planning by IMRF
- In November, there were no in-house Job Announcements or interviews
- Three seasonal employees returned to fill in for other staff absences
- I onboarded one new full-time employee
- I continued FMLA, EFMLA, and EPSL administration and tracking
- Jeanne and I are working with HR Source to update our personnel code/employee handbook
- Employees receive Munis Employee Self Service (ESS) and Kronos Timeclock setup information and instruction during new employee orientation
- I serve as Chair of the Spirit Committee.
For our Jeans Day in November, we coordinated a food drive for snack-type items for Home Sweet Home Mission to put in sack lunches. It was a big success!



Goal: Work effectively through the use of technology.

- In November, I participated in several Teams video meetings with other staff, and a lot of my work was accomplished using OneDrive and SharePoint
- Amy, Jeanne, and I are working on a new process for tracking hours worked by part-time staff
- I update the Staff Directory on SharePoint at least once a month
- I post in-house Job Announcements on SharePoint
- I am processing the library's background checks
- As an Alert Media administrator, I add new employees to the system and delete former employees
- I continue to work with the City of Bloomington staff regarding the Kronos timeclocks, and new issues as they arise
- I check my payroll calculations against a Munis report for accuracy, and resolve discrepancies

Goal: Administer a cost-effective public library.

- I serve as the Work Study Coordinator with Illinois Wesleyan University
 - The program resumed in August, and we have 4 students this semester
 - This program currently costs \$2.63 per hour, per student

Upcoming:

- Ongoing Kronos timeclock troubleshooting
- Working with Jeanne to update Performance Review documents

Information Technology Systems Report
Jon Whited
November 2020

Goal: Explore and implement strategies to improve access to the library and its resources.

We are working on moving the EzProxy server to the cloud. This service has been purchased and we are working with a project manager at OCLC to get this completed. This server is often the target of hacking schemes and would be better to have hosted elsewhere.

We are in process of testing new backup software that stores our backups offsite. With the increased ransomware activities in recent years it is becoming more important to store backups both in house and remotely.

We are looking into a chat/messaging system for the reference desks. We have several demos schedule for vendors to present their software and determine if it is suitable for the library's needs. We are looking to implement this soon so that people are able to communicate with the library easier.

The Velocity software that controls the doorway entry system was moved to a new server as per our update schedule.

We contacted the city about the plan for the timeclock software that currently runs via a flash plug-in. All browsers will discontinue flash use at the end of the year. The city has shared a temporary solution that we will begin testing immediately so that the Library also has some method for being able to access the timeclock during this period.

Goal: Provide relevant and innovative services, collections, and programs to meet the emergent needs of our community.

Dale continued with his virtual Dungeons & Dragons sessions this month with three more sessions. Dale is moving his sessions to the same times from month to month to make it easier for the people that want to attend to plan in advance.

Upcoming:

We are looking at upgrading the video surveillance system in the Library.

Marketing Report

Rhonda Massie - November 2020

Goal: Explore and implement strategies to improve access to the library and its resources.

COVID-related messaging efforts

- Prior to our return to curbside services on 11.20.20
 - Expectations posters for the lobby and the 2nd floor
 - Signage for teenZone door
 - Table tents for AS
 - Signs for CS
 - Sign pertaining to grocery bags for patrons
 - Sign for charging stand
 - Sign for the elevator pertaining to elevator occupancy
 - "Reshelving" sign for CS
- In an effort to get the word out about the 11.20.20 return to curbside services
 - Webpages were updated
 - Notices were published to Facebook, Instagram, and Twitter
 - Text messages were sent to all subscribers
 - An eBlast was emailed to all cardholder who've not opted out of receiving such mail
 - Outgoing messages on the phones were changed
 - On Google and the BPL website, the library's hours were changed to reflect earlier closing times at Curbside Pickup
 - New artwork was created to accompany announcements (multiple sizes and formats)
 - New signage was created for Curbside Pickup

December Programs

- Due to the unpredictable nature of COVID-19, the library continues to schedule and promote programs on a monthly basis.
 - December's programs were submitted to Library Market and reviewed by Marketing before going live.
 - Marketing compiled a publicity timeline which outlined bitly links, publicity needs, and deadlines.
 - Bitly links are created so that from social media, we can point directly to each program on our website.
 - A Facebook event was created for each in-person and online program being offered.
 - An Instagram post was created for each in-person and online program being offered.
 - Paper handouts were created for each in-person and online program being offered.

My Library Card Handout

- The My Library Card handout was translated into Spanish and is now available at the Circulation Desk.

Bookmobile

- Digital art and printed handouts were created to promote our new Text & Take Bookmobile service. Text messages pertaining to Text & Take were also delivered to all Bookmobile patrons who subscribe to our text service.
- All Bookmobile texts scheduled through March 13, 2021, were revised to include the phone number patrons are asked to text before arriving at a Bookmobile stop to pick up items they have on hold.
- A banner reminding patrons to wear masks was created for the side of the Bookmobile. It is laminated and can be hung upon arrival at each stop using magnets.

Advertising

- Ads promoting Winter Reading for Kids were penned and submitted to WGLT and Magic 99.5 to air in December.
- The December ad in *Eastside Neighbors* and *Neighbors of Southwest Bloomington* magazines promoted the elimination of overdue fines and the forgiveness of past fines. The January ad in these publications will promote Winter Reading for Kids.
- An ad posted to the marquees at the Coliseum/Arena promoted the end of overdue fines and the elimination of past fines.
- Purchased advertising from Macaroni Kid to promote Winter Reading for Kids beginning December 14.

Paper & Digital Design Work

- My Library Card handout (produced in Spanish)
- Large display signage for Celebration of India display
- Monthly, themed book display art for AS
- Monthly, themed book display art for teenZone
- Winter Reading for Kids ad for Eastside Neighbors
- GPPLD Trustee candidates sought
- Signage for Fantasy & SciFi paperbacks

- Publicity
 - November program calendars
 - Bookmobile text alerts
 - Books 'n Bites
 - Books on Tap
 - BPL Kids @ Home
 - DIY Winter Crafts
 - Dungeons & Dragons
 - Favorite Book Roundtable
 - STREAM on Zoom
 - Tales for Tails Tech Edition
 - Teen Writing Workshop
 - Virtual Lego Construction
 - Winter Reading for Kids
 - Winter Zoom-lympics
 - Wooly Zimowy Zoom Story Time

Other

- Designed artwork for and ordered 2,500 water bottles to be given to junior high and high school students at D87 and U5. The image on the bottles promotes teenZone.
- Scheduled texts to be delivered in advance of each 2021 holiday letting patrons know of planned closures.
- Reprint
 - Cards about Computer Appointments
 - Hoopla handouts
 - Kanopy handouts
 - Libby handouts
 - Limited Library Card handouts
 - My Library App handout
 - RBDigital handouts
 - Remote Learning handouts
 - Quick print email computer sign

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

- Rhonda took part in webinars/videos/trainings pertaining to Library Giving Day, the ILA Marketing Forum, the Central Illinois Library Marketers, Libby, promoting the collection, and the library's expansion plans.
- Jim viewed the mini-morning session offered about the library's expansion plans.
- Rhonda also took part in the annual Library Marketing and Communication Conference – offered online this year.
- Rhonda has registered to attend a 3-day course titled *Managing the Capital Campaign* in March. The course is offered by IUPUI's School of Philanthropy.
- Compiled and distributed the monthly Staff Newsletter using submissions from each Department Manager.

Goal: Work effectively through the use of technology.

Social media presence:

- Facebook – 8,190 followers;
- Instagram - 1,793 followers;
- Twitter - 2,065 followers;
- Library text subscribers - 347
- Bookmobile text subscribers - 1,071
- Books on Tap Book Club is present on MeetUp.com
- Dungeons & Dragons Club is present on MeetUp.com
- Cardholder Perks eBlast list – 31,936 subscribers.
- Program Guide eBlast list – 31,960 subscribers.
- General eBlast list – 31,936 subscribers.

Goal: Administer a cost-effective public library.

FREE(ish) PROMOTION

- The library posts a lot of information to Facebook, including but not limited to all the library's in-person programs, live online programs, and library news.
 - A weekly #TBT photo is posted to Facebook and Instagram.

- A weekly #BookFaceFriday photo is posted to Facebook and Instagram.
- The library sends at least one monthly eBlast promoting its online resources to all cardholders who've not opted out of receiving such notifications. The online resource eBlasts are also posted to Facebook and Twitter. The ability to send these eBlasts comes with our subscription to Library Aware.
 - An eBlast about the Library's Brainfuse JobNow resource was received by 31,736 patrons on November 1.
 - An eBlast about the Library's World Book resource was received by 31,936 patrons on December 1.
- A member of the library's staff is interviewed every other Monday on WJBC. The interview materials are prepped by the Marketing Department.

**Support Services Report
Caprice Prochnow
November 2020**

Goal: Explore and implement strategies to improve access to the library and its resources.

- Support Services staff:
 - Constant disinfecting of high touch points, rooms, and furniture
 - Shampooed carpeting in WCW Reading Room
 - Replaced batteries in auxiliary power cabinets for the fire alarm system
 - Inspection of the EXIT and Emergency fixtures
 - Cleaned and reorganized the boiler room
 - Replaced filters in AHU
 - Reset the clocks for the time change
 - Re-lamped fluorescent fixtures
 - Moved the bookshelves and furniture pieces back into the Teen Zone and moved items in and out of the community room for the carpet replacement
 - Two safety mirrors were installed
 - Garage, dock area, and emergency stairwells were blown out to remove debris
- Repairs/Installs:
 - Alpha Controls worked with MIM on troubleshooting the cooling valve
 - MIM conducted an air quality test for both the lower and main levels; replaced the actuator for the Story Room baseboard heat
 - Weber Electric installed a receptacle in the dock area, replaced LED strip fixture and rocker switch on bookmobile,
 - Clearly Windows conducted the semi-annual cleaning of the windows
 - A-1 Haney Plumbing repaired leaking faucet handles and cleaned out the drain for the AS workroom sink

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

- Caprice viewed these webinars –
 - Tools for Tense Situations
 - Accidental Facilities Manager
 - EDI Cage of Oppression

Goal: Administer a Cost-Effective Library.

- The semi-annual fire alarm inspection was conducted
- TeeJay Doors performed the quarterly PM on the entrance doors

Upcoming: Replacement of 3-way cooling valve on main air handler
Painting of the break room

Bloomington Public Library

Books are just the beginning.



Technical Services Report

Allison Schmid

November 2020

Goal: Provide sustainable services, collections and programs to meet the needs of our diverse community.

- The biography call label project is now complete. All biographies should now have the person's full name on the call label and in the catalog. This includes Coffee Table Books, Large Print, and World Language. (Audio Books are being worked on currently.) They should also say BIO instead of just a B. About 5,000 items were handled during this project!
- Katie R. is working on splitting the Science Fiction and Fantasy collections in the catalog. The books have been physically split on the shelf, but the change still needs to be made to each individual item record. The new books and paperbacks are finished (except for what's checked out) and the hardback collection is about halfway complete.
- Existing children's learning kits are being moved from the yellow and blue backpacks to clear boxes, like the STEAM kits. All the Hooked on Phonics and Meet the Sight Words kits are complete and ready for checkout. VR and mixed learning kits are still being processed/cataloged.
- We're beginning to process and catalog Binge Boxes, which includes 5-6 DVDs each, in roughly the same genre.
- The entire magazine collection (except Illinois Room) is now circulating, temporarily.
- 7 Day Loan books are temporarily holdable and renewable.

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

- TS staff moved teen books back into the Teen Zone after the room "refresh."
- TS staff moved the holds into the Community Room for curbside.
- TS staff attended the Architectural Designs MMS. – 2.5
- Allison watched the Cage of Oppression webinar and took the quiz. - 1
- **Training Hours** – 3.5

Goal: Work effectively through the use of technology.

- Kelly has now ordered 1,500 carts using EDI technology in B&T.
- Rondalea now has access to our catalog holdings through the Children's Plus website.

Goal: Administer a cost-effective public library.

Bloomington Public Library

Books are just the beginning.

- 
- Our volunteer, Bob Bradley, is on hiatus until visitors are able to return to the building and/or Covid numbers go down.
 - Volunteer Hours – 0

Upcoming:

- Fixing the Audiobook Biography call labels

Bloomington Public Library

Books are just the beginning.



Statistics At-A-Glance

November 2020

Goal: Explore and implement strategies to improve access to the library and its resources.

Circulation	Current	Last Year	Change	FYTD	Last FYTD	Change
Adults	37,769	40,663	-7%	305,223	308,117	-1%
Teens	1,964	2,685	-27%	23,543	24,264	-3%
Children	36,517	36,230	1%	300,689	300,402	0%
Digital Downloads	16,707	11,897	40%	88,092	83,282	6%
Total	92,957	91,475	2%	717,547	716,065	0%

Active Cardholders	Current	Last Year	Change	FYTD	Last FYTD	Change
Adults	24,824	24,111	3%	49,042	24,111	103%
Teens	5,253	4,097	28%	9,378	4,097	129%
Children	8,978	8,006	12%	17,078	8,006	113%
Total	39,055	36,214	8%	75,498	36,214	108%

New Cardholders	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	151	362	-58%	3,497	3,708	-6%

Visits	Current	Last Year	Change	FYTD	Last FYTD	Change
Main	8,125	21,945	-63%	171,994	185,814	-7%
Bookmobile	459	735	-38%	7,712	7,988	-3%
Total	8,584	22,680	-62%	179,706	193,802	-7%

Room Use	Current	Last Year	Change	FYTD	Last FYTD	Change
Study Room	0	55	-100%	403	458	-12%
Digital Preservation Studio	0	27	-100%	145	172	-16%
Community Room	9	122	-93%	622	735	-15%
Total	9	204	-96%	1,170	1,365	-14%

Community Outreach	Current	Last Year	Change	FYTD	Last FYTD	Change
Staff Outreach Visits	1	23	-96%	110	132	-17%
People Reached	36	1,666	-98%	14,692	16,322	-10%
Community Visits to the Library	0	5	-100%	52	57	-9%
People Reached	0	147	-100%	1,251	1,398	-11%
Total Outreach Visits	1	28	-96%	162	189	-14%
Total People Reached	36	1,813	-98%	15,943	17,720	-10%

Goal: Provide relevant and innovative services, collections and programs to meet the emergent needs of our community.

Programs	Current	Last Year	Change	FYTD	Last FYTD	Change
Adults	7	26	-73%	145	164	-12%
Attendance	55	559	-90%	2,658	3,162	-16%
Teens	3	3	0%	28	28	0%
Attendance	31	100	-69%	470	539	-13%
Childrens	7	34	-79%	161	188	-14%
Attendance	120	953	-87%	6,349	7,182	-12%
Total Programs	17	63	-73%	334	380	-12%
Total Attendance	206	1,612	-87%	9,477	10,883	-13%

1-on-1 Appointments	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	0	9	-100%	53	62	-15%

Reference Questions	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	2,127	3,272	-35%	24,982	26,127	-4%

Goal: Recruit, train and develop a knowledgeable, collaborative staff.

Training Hours	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	137.00	134.50	2%	1,632	1,629	0%

Goal: Work effectively through the use of technology.

Technology Use	Current	Last Year	Change	FYTD	Last FYTD	Change
Public Computer Use	677	3,336	-80%	27,738	30,397	-9%
WiFi Sessions	1,887	3,113	-39%	22,756	23,982	-5%
Website/Catalog Hits	39,306	37,680	4%	296,399	294,773	1%
Online Resource Use	4,199	4,756	-12%	40,851	41,408	-1%

Goal: Administer a cost-effective public library.

Interlibrary Loan	Current	Last Year	Change	FYTD	Last FYTD	Change
Received	354	401	-12%	3,509	3,556	-1%
Sent	313	245	28%	1,911	1,843	4%

Volunteer Hours	Current	Last Year	Change	FYTD	Last FYTD	Change
Total	22.00	141.50	-84%	724	844	-14%

Golden Prairie Public Library District
Board of Trustees Meeting

Wednesday, October 21, 2020
5:00 p.m.

Due to COVID -19, this meeting took place in a hybrid virtual and in-person format.

MINUTES

- I. Call to Order
President Sherman called the meeting to order at 5:00 p.m.
- II. Roll Call
Trustees Physically Present: Jodi Sherman

Trustees Present via Zoom: Ary Anderson, Ruth Novosad, Patti Salch, Stephanie Walden
Stephen Peterson joined at 5:45 p.m.

Trustees Absent: Laurie Nippe

Others Physically Present: Amy Dunham, Jeanne Hamilton

Others Present via Zoom: Kathy Jeakins
- III. Introductions:
There were no introductions.
- IV. Public Comments:
There were no public comments.
- V. President's Report
 - A. President Jodi Sherman shared statistical turnout information from her work on the 2020 Regional Census Committee for Rural Counties.
 - B. President Sherman announced that she will not seek re-election in the upcoming April 2021 election. She will fulfill her current term which ends in June 2021.
- VI. Approval of Minutes
 - A. August 19, 2020
Two corrections are needed:
 - i. Action Item 8A – Stephanie Walden should be listed in the Absent category, not the NAYS category. NAYS category should be None.
 - ii. Discussion Item: Change the first sentence to read: The following candidates are up for re-election in 2021 for 6-year terms: Jodi Sherman, Ruth Novosad, and Stephanie Walden.

Once the corrections are made, the minutes are approved for distribution.
- VII. Staff Reports
 - A. Outreach Report: Despite COVID, there is actually an increase in circulation right now. There is a major increase in e-resources, but there is even an increase in print resources.

- B. Director's Report: Jeanne Hamilton, Library Director, shared preliminary designs for the Bloomington Public Library. Discussion was held about the design, cost estimates and timelines.
- C. Financial Report: Kathy Jeakins, Business Manager, provided the reports in the Board packet. A Property Tax distribution was received in October. One thing that is not reflected on the report is the transfer for a distribution received at the end of September. This transfer was made at the beginning of October.

VIII. Unfinished Business

There was no unfinished business.

IX. New Business

A. Elect Secretary/Treasurer to Fill the Vacancy Beginning 11/4/20

Discussion was held regarding nominees to assume the Secretary/Treasurer Officer position. This appointment would be in place until the end of June 2020 when new officers are elected. Patti Salch suggested Ary Anderson be elected for the Secretary/Treasurer position and Ruth Novosad supports Ary Anderson as well. Ary Anderson is willing to fill the Secretary/Treasurer Officer position.

PATTI SALCH MOVED, RUTH NOVOSAD SECONDED, TO ELECT ARY ANDERSON AS THE SECRETARY/TREASURER OFFICER POSITION UNTIL THE END OF JUNE 2020.

YAYS: ARY ANDERSON, RUTH NOVOSAD, PATTI SALCH,
STEPHANIE WALDEN, JODI SHERMAN

NAYS: NONE

ABSENT: LAURIE NIPPE, STEPHEN PETERSON

THE MOTION CARRIED UNANIMOUSLY.

B. Discuss Appointment to Fill the GPPLD Vacancy Beginning 11/4/20

Discussion was held about individuals to fill the GPPLD Board Member vacancy due to a resignation. All Board Members present contributed ways to recruit new Board Members. There was discussion on including language about making selections following Equal Opportunity guidelines. Please note that the nominee will be required to run in the April election. Jeanne suggested GPPLD Board Members reach out to their own networks. Concurrently, the BPL will help advertise the vacancy. This agenda item will be added to next month's agenda for updates and/or nominations.

C. Review Bylaws

Every two years it is recommended to review the Bylaws. There was discussion about the Bylaws and it was decided that no changes are necessary.

X. Comments from Board Trustees:

Amy notified Board Members about a good-bye card for Laurie Nippe that will be available at the Circulation Desk for Board members to sign.

XI. Reminder

Next Board Meeting is November 18, 2020.

XII. Adjournment

President Sherman adjourned the meeting at 5:57 p.m.

Incident Report Summary for November 2020

2020-11-30 23:59:00

2020-11-01 01:00:00

30 days in month

Incident ID	Date/Time Submitted	Violation
4257	2020-11-07 15:18:48	HealthSafety
4258	2020-11-07 15:26:44	InappropriateBehavior
4259	2020-11-14 16:04:40	InappropriateBehavior
4260	2020-11-16 11:56:57	InappropriateAttire
4261	2020-11-19 11:29:46	CustomerComplaint

Suspension Report Summary for November 2020

2020-11-30 02:41:11pm
2020-11-01 02:41:11pm
31 days in month

Suspension ID	Date/Time Submitted	Violation
370	2020-11-05 00:00:00	HealthSafety
371	2020-11-16 00:00:00	InappropriateBehavior

A RESOLUTION TO WAIVE THE COMPETITIVE BID PROCESS AND
AUTHORIZE THE LIBRARY DIRECTOR TO RENEW
PROPERTY, LIABILITY, VEHICLE, UMBRELLA, AND DIRECTOR'S AND OFFICER'S INSURANCE PACKAGES
THROUGH THE LIBRARIES OF ILLINOIS RISK AGENCY (LIRA) DUE
JANUARY 1, 2021
IN THE AMOUNT OF \$37,516.00

Be It Resolved by the Bloomington Public Library Board of Trustees, Bloomington, Illinois,

1. That the competitive bid process be waived, and the Library Director authorize renewal of Property, Liability, Vehicle, Umbrella, and Director's and Officer's insurance packages through the Libraries of Illinois Risk Agency (LIRA) due January 1, 2021 in the amount of \$37,516.00
2. That the purchase of the Property, Liability, Vehicle, Umbrella, and Director's & Officer's insurance premiums through a pool for Illinois Libraries fall into the exemption of a Limited Source in that "...a good or service provided by a specialized supplier meets or exceeds the Library's specifications..."
3. That this is a continuation of the current relationship with LIRA
4. That the funds come from the following source:
Bloomington Public Library Maintenance & Operating Budget: \$37,516.00

Approved this 15th day of December 2020

Julian Westerhout, President
Bloomington Public Library Board of Trustees

**LIBRARIES OF ILLINOIS RISK AGENCY (LIRA)
2020-2021 PROGRAM COST COMPARISON**

Library: Bloomington Public Library

Statistical Information	2019-2020 Expiring	2020-2021 Renewal
Total Insurable Values (Includes Vehicles)	\$22,021,068	\$22,358,471
Employees	101	101
Vehicles	2	2

Fixed Costs	2019-2020 Expiring	2020-2021 Renewal
Package (Property, Liability, Auto, Crime)	\$4,365	\$3,572
Excess Property \$300,000,000	\$7,921	\$10,849
Boiler & Machinery	\$415	\$428
Excess Liability \$10,000,000 xs \$1,000,000	\$1,694	\$2,063
Volunteer Accident	\$300	\$300
Cyber/Identity Theft	\$342	\$590
Crisis Protect (GCP) NEW COVERAGE FOR ALL MEMBERS	\$1,490	\$1,709
Gallagher Administration Fee	\$2,660	\$2,739
GB Claims Fee	\$1,769	\$2,045
GB Loss Control Fee	\$1,000	\$1,000
ILA Fee	\$250	\$250
Operation's Fee	\$990	\$958
Total Fixed Costs	\$23,195	\$26,504
		14.26%
Total Variable Cost (Loss Fund)	\$5,697	\$11,012

RENEWAL RESULTS Including New Coverage	\$28,892	\$37,516
		29.84%

BLOOMINGTON PUBLIC LIBRARY

CAPITAL RESERVE FUND TRANSFER

“The plan and purpose for said Capital Reserve Fund shall be for the expansion and improvement of library service by the development of a modern comprehensive library facility through expert studies and/or consultants, purchase of real estate site for buildings, construction of facility or the remodeling, repairing, improving or addition to existing facilities or for the purchase of necessary equipment and materials for or in anticipation of such expanded library facilities or all of these objects.”

BE IT RESOLVED THAT \$120,173.00 is to be transferred from the Library Maintenance & Operating Fund into the Capital Reserve Fund for the purpose as defined above.

THAT the Bloomington Public Library, as per policy, will transfer 50% of the unexpended balance of the budgeted funds from the public library Maintenance and Operation Fund.

THAT the updated Capital Reserve Fund Balance is approximately \$3,490,820.50

Approved the 15th day of December 2020

Julian Westerhout, President
Bloomington Public Library Board of Trustees

Bloomington Public Library

Books are just the beginning.



To: Bloomington Public Library

From: Jeanne Hamilton, Library Director

Re: Agreement with Engberg Anderson for architectural services for a Library Expansion

The draft agreement with Engberg Anderson reflects the whole Library Expansion project. It also reflects two delivery method options (which we will need to discuss and decide on within the next few months):

1. A Construction Manager (helps us select the various tradesmen, coordinates/oversees their work, and represents our interests)
2. An Owner's Representative (oversees the work and represents our interests) and a General Contractor (presents a team of tradesmen and coordinates their work)

Engberg Anderson's fees are as follows:

Stipulated sum fee, based on 8% of cost of building, parking structure, site development, furnishings, moving, library automations systems and associated general conditions, general requirements, bonds, insurance and fees (a total fee of \$1,457,984), less fees paid for pre-funding schematic design (\$69,400); plus Audio/Visual and IT network design (\$25,000); plus commissioning (\$40,000) for a net fee of:

One Million Four Hundred Fifty Three Thousand Five Hundred Eighty-Four Dollars.....\$1,453,584

As previously shared, approximately \$750,000 of the \$1,453,584 will be spent during 2021, the design phase of the project.

Termination clauses are included in the agreement (Article 9) allowing for the agreement to be terminated, simply requiring payment for all work that has been performed and any expenses directly attributable to termination if something happens that would delay or cancel the project.

City Staff are currently in the process of reviewing the document so I would recommend a motion like the example below.

Example Motion: I MOVE TO AUTHORIZE THE LIBRARY DIRECTOR TO ENTER INTO A CONTRACT, AND EXECUTE ANY RELATED DOCUMENTS, WITH ENGBERG ANDERSON, IN AN AMOUNT NOT TO EXCEED \$1,453,584 PLUS REIMBURSABLE EXPENSES, UPON LEGAL REVIEW OF THE CONTRACTUAL DOCUMENTS, FOR ARCHITECTURAL SERVICES FOR A LIBRARY EXPANSION BUDGETED AT \$20,770,377.

AIA® Document B132™ – 2009

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

AGREEMENT made as of the Second day of January in the year Two Thousand Twenty One

BETWEEN the Architect's client identified as the Owner:

Board of Library Trustees of the City of Bloomington, McLean County, Illinois BPL
205 East Olive Street
Bloomington, IL 61701
309-590-6100

and the Architect:

Engberg Anderson, Inc. EA
8618 West Catalpa Avenue, Suite 1600
Chicago, IL 60656
847-704-1300

for the following Project:

Library Expansion & Renovation

205 East Olive Street
Bloomington, IL 61701

The project consists of

1. Westward and northerly expansion of the existing building with related renovations of the building interior. Major building systems are expanded or replaced.
2. Furniture relocation, replacement and acquisition
3. Library Automation modifications and acquisition
4. Parking Structure
5. Related civil, landscape and site modifications

Major components are described in Exhibit 1: Pre-Funding Schematic Design Report

The Construction Manager (CM) or Owner's Representative (OR):

The Owner intends to secure the services of either a Construction Manager/Advisor (CM) or an Owner's Representative (OR) to assist in the management and oversight of the Construction Phase of the project. The scope and form of this service as well as selection of the CM / OR entity are to be determined no later than 50% through the Design Development phase of the project. Until such time as the CM / OR are engaged, the Architect will provide the services ascribed to the CM / OR in this document. CM / OR

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The Owner's program is prepared by the Owner and provided in a document titled *Prioritized Program of Spaces 2020*, dated March 9, 2020, and modified through the Pre-Funding Schematic Design phase of the project. The Program is subject to further modification to be determined by mutual agreement as the design develops and estimates are refined.

§ 1.1.2 The Project's physical characteristics:

- The project boundaries are Olive Street, Prairie Street, Jackson Street, and East Street. Geotechnical reports are to be provided by the Owner.
- Site, boundary, and topographic surveys, dated June 23, 2020, have been provided by the Owner. Public and private utilities serving the site are identified.
- Traffic Studies may be required as part of planning and zoning review.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The Owner's total budget for the cost of the work is	\$20,770,377
• Building expansion and renovation, parking structure, stormwater management, general site improvements are budgeted at	\$13,900,000
• General conditions, general requirements, contractor fees, bonds and insurance are budgeted at	\$2,319,632
• Contingencies are budgeted at	\$542,783
• Furnishings, moving, and library automation are budgeted at	\$2,425,000
• Fees and expenses are budgeted at	\$1,582,962

All budget figures are inclusive of presumed escalation based on the anticipated design and construction schedule.

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User Notes:

(2034387796)

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates are tentative and do not reflect delays due to jurisdiction reviews or public health restrictions. All parties to the agreement will work expeditiously toward the following:
Refined Schematic Design.....January 1 – February 28, 2021
Design Development.....March 1 – June 30, 2021
Contract DocumentsJuly 1 – December 2021
BiddingJanuary - February 2022
Contracting & MobilizationFebruary - March 2022
- .2 Commencement of construction:
ConstructionApril 2022 – September 2023
- .3 Substantial Completion date or milestone dates are tentative and do not reflect delays due to jurisdiction reviews or public health restrictions; value analysis by Construction Manager or Owner's Representative; or construction sequence review. :

Parking Structure Phase.....Before or with Building Expansion, or after building phases
Building Phases
 - Expansion and Lower Level InfillApril – November 2022
 - Lower Level Renovation.....January – April, 2023
 - Upper Level Renovation.....June – September 2023

§ 1.1.5 The Owner intends to retain a Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR) adviser and:

- ☐ One Contractor
- ☐ Multiple Prime Contractors
- ☒ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

The project may require separate bid packages for:

- Parking Structure and related site work
- Building and related site work

§ 1.1.7 Other Project information:

(Paragraph deleted)

None at the time of execution.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

Jeanne Hamilton, Director
205 East Olive Street
Bloomington, IL 61701
309-590-6100
jeanneh@bloomingtonlibrary.org

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

None at the time of execution.

§ 1.1.10 The Owner will retain the following consultants:

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User Notes:

(2034387796)

(Paragraph deleted)

- .1 Construction Manager (CM) or Owner's Representative (OR) is identified on the cover page. The Construction Manager (CM) or Owner's Representative (OR) has not been retained as of the date of this Agreement: the anticipated date of retention is:
May 1, 2021

.2

(Paragraphs deleted)

Geotechnical Engineer

(Paragraphs deleted)

- .3 Other consultants:

None at the time of execution.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

Joseph M. Huberty, Partner or Shaun Kelly, Principal
Engberg Anderson, Inc.
8618 West Catalpa Avenue, Suite 1600
Chicago, IL 60656
847-704-1300
joeh@engberganderson.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural

(Paragraphs deleted)

Engineer

(Paragraphs deleted)

- .2 Mechanical Engineer
- .3 Electrical Engineer
- .4 Civil Engineer
- .5 Landscape Architect
- .6 Cost Consultant:

§ 1.1.12.2 Consultants retained under Additional Services:

None at the time of execution.

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

None at the time of execution.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR) as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR). The Architect shall not be responsible for actions taken by the Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR).

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than four million dollars (\$ 4,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than three million dollars (\$ 3,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR), research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR) and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager (CM) or Owner's Representative (OR) (CM) or Owner's Representative (OR), and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager (CM) or Owner's Representative (OR) a schedule of the Architect's services for inclusion in

Init.

the Project schedule prepared by the Construction Manager (CM) or Owner's Representative (OR). The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required

- (1) For the Owner's review,
- (2) For the Construction Manager (CM) or Owner's Representative (OR)'s review,
- (3) For the performance of the Owner's consultants, and
- (4) For approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager (CM) or Owner's Representative (OR) and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to work toward the time limits established by the Project schedule, the Owner and the Architect acknowledge that the schedule does not constitute a contractual obligation.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager (CM) or Owner's Representative (OR), contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager (CM) or Owner's Representative (OR) in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager (CM) or Owner's Representative (OR), and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager (CM) or Owner's Representative (OR) and shall discuss with the Owner and Construction Manager (CM) or Owner's Representative (OR) alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager (CM) or Owner's Representative (OR), for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager (CM) or Owner's Representative (OR)'s review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager (CM) or Owner's Representative (OR) the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager (CM) or Owner's Representative (OR). The Architect shall meet with the Construction Manager (CM) or Owner's Representative (OR) to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager (CM) or Owner's Representative (OR)'s review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager (CM) or Owner's Representative (OR) under the Construction Manager (CM) or Owner's Representative (OR)'s agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager (CM) or Owner's Representative (OR)'s review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager (CM) or Owner's Representative (OR) and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager (CM) or Owner's Representative (OR). The Architect shall meet with the Construction Manager (CM) or Owner's Representative (OR) to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager (CM) or Owner's Representative (OR)'s information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager (CM) or Owner's Representative (OR)'s review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager (CM) or Owner's Representative (OR) in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager (CM) or Owner's Representative (OR). The Architect shall meet with the Construction Manager (CM) or Owner's Representative (OR) to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager (CM) or Owner's Representative (OR)'s information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager (CM) or Owner's Representative (OR) in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager (CM) or Owner's Representative (OR) in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager (CM) or Owner's Representative (OR) in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager (CM) or Owner's Representative (OR) and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager (CM) or Owner's Representative (OR) in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager (CM) or Owner's Representative (OR) and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager (CM) or Owner's Representative (OR) as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (CM) or Owner's Representative (OR) (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager (CM) or Owner's Representative (OR) about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager (CM) or Owner's Representative (OR), shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager (CM) or Owner's Representative (OR), Owner, or Contractor through the Construction Manager (CM) or Owner's Representative (OR). The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager (CM) or Owner's Representative (OR), the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager (CM) or Owner's Representative (OR) has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment that the Construction Manager (CM) or Owner's Representative (OR) has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager (CM) or Owner's Representative (OR), that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager (CM) or Owner's Representative (OR)'s Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager (CM) or Owner's Representative (OR) shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager (CM) or Owner's Representative (OR) reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager (CM) or Owner's Representative (OR)'s recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager (CM) or Owner's Representative (OR), shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager (CM) or Owner's Representative (OR) in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager (CM) or Owner's Representative (OR) for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager (CM) or Owner's Representative (OR).

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager (CM) or Owner's Representative (OR), shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager (CM) or Owner's Representative (OR); receive from the Construction Manager (CM) or Owner's Representative (OR) and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager (CM) or Owner's Representative (OR), issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager (CM) or Owner's Representative (OR) to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager (CM) or Owner's Representative (OR) and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager (CM) or Owner's Representative (OR) and Architect, and after certification by the Construction Manager (CM) or Owner's Representative (OR) and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below as by any entity other than the Architect are not included in Basic Services but may be required for the Project. The Architect shall provide the Additional Services where the Architect is designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Owner	§ 4.2.1
§ 4.1.2 Programming	Owner	§ 4.2.2
§ 4.1.3 Multiple preliminary designs	Not required	§ 4.2.3
§ 4.1.4 Measured drawings	Architect	§ 4.2.4
§ 4.1.5 Existing facilities surveys	Architect	§ 4.2.5
§ 4.1.6 Site evaluation and planning	Not required	§ 4.2.6
§ 4.1.7 Building information modeling	Architect	§ 4.2.7
§ 4.1.8 Civil engineering	Architect	§ 4.2.8
§ 4.1.9 Landscape design	Architect	§ 4.2.9
§ 4.1.10 Architectural interior design	Architect	§ 4.2.10
§ 4.1.11 Value analysis	Architect	§ 4.2.11
§ 4.1.12 Detailed cost estimating	Architect	§ 4.2.12
§ 4.1.13 On-site project representation		§ 4.2.13
§ 4.1.14 Conformed construction documents	Architect	§ 4.2.14
§ 4.1.15 As-designed record drawings	Architect	§ 4.2.15
§ 4.1.16 As-constructed record drawings	Contractor	§ 4.2.16
§ 4.1.17 Post occupancy evaluation	Architect	§ 4.2.17
§ 4.1.18 Facility support services	Not required	§ 4.2.18
§ 4.1.19 Tenant-related services	Not required	§ 4.2.19
§ 4.1.20 Coordination of Owner's consultants	Architect, partial Owner, partial	§ 4.2.20
§ 4.1.21 Telecommunications/data design	Architect	§ 4.2.21
§ 4.1.22 Security evaluation and planning	Architect, partial	§ 4.2.22
§ 4.1.23 Commissioning	Architect	§ 4.2.23
§ 4.1.24 Extensive environmentally responsible design	Not required	§ 4.2.24
§ 4.1.25 LEED® certification	Not required	§ 4.2.25
§ 4.1.26 Historic preservation	Not required	§ 4.2.26
§ 4.1.27 Furniture, furnishings, and equipment design	Architect	§ 4.2.27
§ 4.1.28 Library Automation Coordination	Architect, partial Owner, partial	§ 4.2.28

§ 4.2 Additional Services designated in Section 4.1 as the Architect's responsibility are described here.

§ 4.2.1 Assistance with the selection of the Construction Manager

The Architect shall assist in defining the parameters of the Construction Manager or Owner's Representative services, aid in the solicitation and evaluation of proposals, interviews and selection process defining a maximum of three qualified firms or individuals. The Owner shall be responsible for making the final selection.

§ 4.2.2 Programming

The Architect shall identify to the Owner who shall provide detail as available or assist in determining the specifics needed to meet the Owner's operation needs.

§ 4.2.3 Multiple Preliminary Designs

Completed as part of the Pre-Funding Schematic Design Phase of the project.

§ 4.2.4 Measured Drawings

The Architect shall take measurements as practical in support of developing drawings as described in the section on Building Information Modeling. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.

§ 4.2.5 Existing Facility Surveys

Existing facility surveys are in support of developing drawings as described in the section on Building Information Modeling. The model is only inclusive of those systems and trades designed by EA. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.

§ 4.2.6 Site Evaluation & Planning

Completed as part of the Pre-Funding Schematic Design Phase of the project.

§ 4.2.7 Building Information Modeling

For projects where EA will prepare and share a three-dimensional (3D) model of systems designed by EA, the following will apply:

1. The purpose of EA's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.
2. It is the general intent for the model to be developed to the following levels:
 - a. Schematic Design (SD): No modeling
 - b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation
 - c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation to accommodate range of products specified (but not necessarily products included via substitution requests)
 - d. As-Built Documents: By Contractor
3. The model is only inclusive of those systems and trades designed by EA. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.
4. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
5. The model is not intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve all collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
6. Revit Structure 2020 and Revit MEP 2020 will be used by consultant teams. Architectural models will be provided to consultant teams by EA in Revit Architecture 2020.
7. EA will update its model prior to major project milestones provided a model of the architectural systems is received in a timely manner prior to such milestones.
8. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
9. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.
10. Other firms preparing models to be shared with and from EA will work with EA to create custom views/visibility settings suited to each firm's needs for use throughout the project.
11. Reflected ceiling plans (RCPs) will be provided by EA by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided by EA by 50% CD.
12. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to EA.

Init.

13. The Contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.
14. The model may be provided to others, including contractors, with EA's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with EA reserving all proprietary rights.
15. The Contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
16. Updates to the model during construction, including as-built modeling, will be prepared by the Contractor.

§ 4.2.8 Civil Engineering Services

The Architect will provide civil engineering, those services shall be provided by a qualified civil engineer licensed in the place of the project, and sub-contracted by EA. The scope of work shall include the following:

1. General topographic design and engineering.
2. Site storm water detention design and engineering.
3. Site sanitary sewer design and engineering.
4. Site clear water design and engineering.
5. Utility design and engineering including but not limited to connections to existing natural gas, telephone, electrical, cable television and other infrastructure appropriate to the project.
6. Site lighting design and engineering and related coordination with the electrical engineer.
7. Paving system design and engineering for public access roads serving the building, parking areas, walkways, sidewalks and other site paving including all connections to public thoroughfares and other campus buildings. Coordinate with and secure necessary approvals from jurisdictional agencies.

§ 4.2.9 Landscape Architecture Services

The Architect will provide landscape architecture, those services shall be provided by a qualified landscape architect licensed in the place of the project, and sub-contracted by EA. The scope of work shall include the following:

1. Surfaces, materials, colors, textures.
2. Image development.
3. Vegetation patterns.
4. Special landscape features.
5. Phasing opportunities.
6. Open space development.
7. View control and screening.
8. Landscaping plan and schedules.
9. Site lighting.
10. Site furnishings.

§ 4.2.10 Architectural Interior Design

The Architect shall supply the Architect's normal service related to building finishes.

§ 4.2.11 Value Analysis

The Architect shall supply the Architect's normal budget control services in coordination with the Owner and the Owner's other consultants including the Construction Manager or Owner's Representative as they are available to the Architect.

§ 4.2.12 Detailed Cost Estimating

The Architect shall supply the Architect's normal estimating services through an independent cost estimator in coordination with the Owner and the Owner's other consultants including the Construction Manager or Owner's Representative as they are available to the Architect.

§ 4.2.13 On-Site Project Representation

§ 4.2.14 Conformed Construction Documents

The Architect shall supply copy of conformed drawings with Bid Phase modifications.

§ 4.2.15 As-Designed Record Drawings

The Architect shall supply copy of design drawings with Construction Phase modifications.

§ 4.2.16 As-Constructed Record Drawings

The Architect's standard procedure is to monitor contractor's compliance with requirements to maintain current and accurate as-built drawings. Non-compliance will be the basis for withholding payment of the administrative fees associated with that month's application for payment.

§ 4.2.17 Post Occupancy Evaluation

The Architect shall provide the Architect's standard 10-month review of building components and warranty issues.

§ 4.2.18 Facility Support Services

Not provided.

§ 4.2.19 Tenant-Related Services

Not provided.

§ 4.2.20 Coordination of Owner's Consultants

The Architect will assist the Owner in securing proposals from various sources related to Owner Supplied Information including, if needed, geotechnical services, environmental services, surveys, roof inspections, retro-commissioning and others based on project requirements.

§ 4.2.21 Telecommunications / Data Design

1. Voice and Data Structured Cabling System: Design of an EIA/TIA-compliant structured cabling system, designed under the direction of a BICSI-registered RCDD. Service include:
 - a. Telecommunications structured cabling system: Voice, data, WIFI and cable television passive infrastructure.
 - b. Telecommunications outside plant.
 - c. WIFI predictive modeling.
 - d. Data center / computer room infrastructure.
 - e. Network electronics.
 - f. Active electronics for television system distribution.
 - g. Telephony systems.
2. Audio/video:
 - a. New audio/video presentation system that supports projectors and/or LCD displays, source equipment, microphones, audio amplification, and control system.
 - i. Each room will be designed as a standalone system.
 - b. Digital signage:
 - i. New displays with software and server to support network-based digital signage distribution.
 - ii. Note: Digital signage system to reside on the IT network. This Proposal does not include design of a separate dedicated network.
3. Mass Notification System

- a. New ceiling speakers, amplifier, and control system.

4. Exclusions:

- a. Active network component design (e.g., servers, switches, routers) and other computer hardware.
- b. Head-end television system design for local origination systems, including IF distribution, microwave, satellite, video-on-demand, and other on-site video origination.

§ 4.2.22 Security Evaluation & Planning

The architect, through the project engineers, shall provide limited security services which will include the following:

1. Intrusion detection system.
2. Access control system.
3. Video surveillance system.

§ 4.2.23 Commissioning

The architect, through the project engineers, shall provide IECC compliant commissioning services which will include the following:

1. Commissioning plan.
 - a. Develop and implement a preliminary Commissioning (Cx) Plan meeting IECC requirements.
2. Commissioning Construction Phase Services
 - a. Conduct six commissioning meetings and distribute minutes to the commissioning team (Owner, design team, and involved contractors).
 - i. Conduct one early construction meeting where the commissioning process requirements are reviewed with the commissioning team.
 - ii. Conduct five Construction Phase commissioning meetings. These meetings will support the commissioning process for determining schedule, issues log management, and functional test scheduling.
 - b. Coordinate the commissioning work with the Construction Manager to ensure that commissioning activities are included in their master schedule. We will coordinate and direct commissioning activities in a logical and efficient manner using regular communications and collaboration with all necessary parties.
 - c. Perform six site visits, as coordinated with the above-mentioned meetings, during construction to observe component and system installations. IMEG will issue a Field Observation (FO) Report after each site visit.
 - d. Maintain an Action Items Log.
 - e. Review and comment on selected construction documentation.
 - i. Review relevant RFIs, ASIs, and Change Requests for commissioned equipment/systems.

- ii. Review air and water test and balance reports and comment to the Engineer of Record.
 - iii. Review Operations and Maintenance Manuals and comment to the Engineer of Record.
- f. Develop project and equipment specific Functional Performance Test (FPT) procedures based on the project documents, submittals, and lessons learned.
- i. With necessary assistance and review from installing contractors, we will customize the test procedures and submit to the design and construction teams for review.
 - ii. These test procedures will be executed by the vendors, subcontractors, and the AE team. AE team will manage and document the testing.
 - iii. We will defer the acceptance of the related systems and equipment on the Owner's behalf until after successful completion of the FPTs.
- g. Perform Functional Procedures during both the heating and cooling season; however, some overwriting of control values to simulate conditions may be used if appropriate.
- i. We have included an allowance of eight hours for retesting.
 - ii. Any additional needed retesting will be performed as an additional service to the Owner.
 - iii. Identify all seasonal testing required and identify in Action Items Log.

3. Commissioning Occupancy and Operations Phase Services

- a. Schedule and verify any deferred seasonal testing by the contractor. We have included an allowance of eight hours for seasonal testing.
- b. Develop a Preliminary and a Final Commissioning Report. These reports will be made available to the Owner for issuance to the code official, as required. Our final deliverable will encompass all commissioning project documentation.
- c. A copy of the final report will be made available for the Engineer of Record to submit to the Authority Having Jurisdiction, upon request.
- d. Contractors will be required to operate the systems and provide any required specialized equipment.
- e. IECC focuses on functional testing of installed equipment and systems. We have included six site visits during construction to monitor installation and effectively coordinate with the construction manager and trades to assess readiness for and to schedule commissioning. We expect most visits will occur in the last 50% of the construction phase when MEP commissioned equipment is installed and made operational. Site visits and meetings required above and beyond what is stated in this Proposal will be addressed with the client and reimbursed at time and material based on the bill rates provided.
- f. Central equipment will be tested at 100% sampling.
- g. Unitary or repetitive equipment will be tested at 30% sampling.
- h. Operation and maintenance manual review.

§ 4.2.24 Environmentally Responsible Design Not required.

Init.

§ 4.2.25 LEED Certification

Not required.

§ 4.2.26 Historic Preservation

Not required.

§ 4.2.27 Furniture, Furnishings & Equipment Design

1. Schematic Design Phase

- a. Based on the approved written program, the Architect shall prepare the design concept for the furniture, furnishings and equipment of the Project, indicating the types and quality.
- b. The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment.
- c. The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

2. Design Development Phase

- a. Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.
- b. The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.
- c. The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.

3. Contract Document Phase

- a. Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.
- b. The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.

4. Bidding Phase

- a. The Architect shall assist the Owner in establishing a list of proposed vendors for furniture, furnishings and equipment.
- b. The Architect shall assist the Owner in obtaining bids for furniture, furnishings and equipment.
- c. The Architect shall prepare written responses to questions from vendors preparing bids and provide written clarifications and interpretations of the Bidding Documents in the form of addenda.
- d. The Architect shall assist the Owner in the review of bids including conformance with the design concept expressed in the Contract Documents.
- e. Bidding Documents include the Bidding Requirements and the proposed Contract Documents.
- f. The Architect shall assist the Owner in awarding and preparing agreements with vendors.

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- g. If the Owner and Architect agree that the Architect will not purchase furniture, furnishings and equipment on behalf of the Owner.

5. Contract Administration Phase

- a. The Architect shall provide administration of the contracts for furniture, furnishings and equipment only as set forth below and in AIA Document A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.
- b. The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for any failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
- c. The Architect shall review and approve or take other appropriate action upon a Vendor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- d. As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.
- e. The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.
- f. The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 4.2.28 Library Automation System Coordination

The Architect shall assist the Owner in evaluating the location, sizing and function of the components of the book theft detection and inventory control components of expanded or relocated RFID and AMH components. Owner remains responsible for final determinations of functionality and fit with operational goals.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager (CM) or Owner's Representative (OR) or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

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- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager (CM) or Owner's Representative (OR)'s estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager (CM) or Owner's Representative (OR) not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager (CM) or Owner's Representative (OR) or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager (CM) or Owner's Representative (OR);
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager (CM) or Owner's Representative (OR) or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifty-four (54) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager (CM) or Owner's Representative (OR) to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager (CM) or Owner's Representative (OR). The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager (CM) or Owner's Representative (OR), and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager (CM) or Owner's Representative (OR) that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager (CM) or Owner's Representative (OR) that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager (CM) or Owner's Representative (OR). The Owner and the Architect, in consultation with the Construction Manager (CM) or Owner's Representative (OR), shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that

its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager (CM) or Owner's Representative (OR) if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager (CM) or Owner's Representative (OR), and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager (CM) or Owner's Representative (OR) and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager (CM) or Owner's Representative (OR) and Construction Manager (CM) or Owner's Representative (OR)'s consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager (CM) or Owner's Representative (OR) to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager (CM) or Owner's Representative (OR) prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager (CM) or Owner's Representative (OR)'s inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager (CM) or Owner's Representative (OR)'s estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager (CM) or Owner's Representative (OR)'s cost estimates and the Architect's cost estimates, the Architect and the Construction Manager (CM) or Owner's Representative (OR) shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager (CM) or Owner's Representative (OR)'s estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager (CM) or Owner's Representative (OR), shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager (CM) or Owner's Representative (OR), revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager (CM) or Owner's Representative (OR), Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's 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 Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager (CM) or Owner's Representative (OR), contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for arbitration 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 a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be

(Paragraphs deleted)

Litigation in a court of competent jurisdiction located in McLean County, Illinois

§ 8.3 Arbitration - Deleted

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Stipulated sum fee, based on 8% of cost of building, parking structure, site development, furnishings, moving, library automations systems and associated general conditions, general requirements, bonds, insurance and fees (a total fee of \$1,457,984), less fees paid for pre-funding schematic design (\$69,400); plus Audio/Visual and IT network design (\$25,000); plus commissioning (\$40,000) for a net fee of:

One Million Four Hundred Fifty Three Thousand Five Hundred Eighty-Four Dollars.....\$1,453,584

§ 11.2 For Additional Services not designated in Section 4.1 as the Architect's responsibility, the Owner shall compensate the Architect as follows:

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

Init.

As agreed to in writing prior to the commencement of any such service.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As agreed to in writing prior to the commencement of any such service

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect

An amount as agreed to in writing prior to the commencement of any such service.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	five	percent (	5	%)	\$70,679
Design Development Phase	twenty-five	percent (	25	%)	\$356,381
Construction Documents Phase	forty-three	percent (	43	%)	\$627,174
Bidding or Negotiation Phase	five	percent (	5	%)	\$70,679
Construction Phase	twenty-three	percent (	23	%)	\$328,672
Total Basic Compensation	one hundred	percent (	100	%)	\$1,453,584

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager (CM) or Owner's Representative (OR) for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit 2 Hourly Billing Rates
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None at the time of execution.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with the Library's established review and approval procedures and in accordance with the provisions of Local Government Prompt Payment Act, as amended, that call for payment within 30 days after approval of the invoice by the Board of Library Trustees (50ILCS 505/1 *et seq.*)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None at the time of execution.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager (CM) or Owner's Representative (OR) as Adviser Edition

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit 1: Pre-Funding Schematic Design Report

Exhibit 2: Current Hourly Billing Rates

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

Init.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)



Init.

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This year's Per Capita Grant Requirement is to review the entire Serving Our Public 4.0: Standards for Illinois Public Libraries. We will do this over the course of several board meetings. Each chapter, includes a checklist for libraries. Since the checklists reflects Bloomington Public Library's practices and should be the primary focus of our review, they are together at the front of this portion of the board packet. The supporting information from the chapters, immediately follows the checklists.

Basic Essential Standards Checklist

After reviewing the federal library standards and other states' library standards, the task force outlined the following basic essential standards that all Illinois public libraries should work daily to uphold:

- ✓ 1. operate in compliance with Illinois library law;*
- ✓ 2. have an organized collection of information;
- ✓ 3. have written library policies approved by the library's governing body;
- ✓ 4. have a fixed location(s) with posted regular hours of services;
- ✓ 5. have a trained, paid staff to manage the collection and provide access to it;
- ✓ 6. be supported in part or in whole by public funds; and,
- ✓ 7. have an identifiable library materials budget.

**Illinois law does also recognize contractual libraries.*

Illinois Public Library Core Standards Checklist

- ✓ Core 1 The library provides uniformly gracious, friendly, timely, and reliable service to all users.
- ✓ Core 2 The library is established and operates in compliance with Chapter 75 of the *Illinois Compiled Statutes*.
- ✓ Core 3 The library is governed by a board of trustees elected or appointed and constituted in compliance with the relevant sections of Chapter 75 of the *Illinois Compiled Statutes*.
- ✓ Core 4 The library complies with all other state and federal laws that affect library operations. (See Appendix A)
- ✓ Core 5 The library adopts and adheres to the principles set forth in the American Library Association's (ALA) *Library Bill of Rights* and other ALA intellectual freedom statements and interpretations.
- ✓ Core 6 The library adopts and adheres to the *Code of Ethics of the American Library Association*. The library adopts and adheres to the *Public Library Trustee Ethics Statement*, developed by United for Libraries, a division of ALA.
- ✓ Core 7 The board of trustees adopts written bylaws that outline the board's purpose and operational procedures and address conflict-of-interest issues. (See Appendix C)
- ✓ Core 8 The board of trustees appoints a qualified librarian as library administrator and delegates active management of the library to the library administrator. (For the purposes of this document, a qualified librarian is a person holding a Master of Library Science (MLS), Master Science in LIS, Master of Library and Information Science (MLIS), or other comparable degree from an ALA-accredited program and/or actively participates in continuing education opportunities each year offered by the Illinois State Library, regional library systems, and the Illinois Library Association. Library boards and communities should strive to have a minimum of one staff member holding an ALA-accredited master's degree.)
- ✓ Core 9 The board of trustees meets regularly, in accordance with the *Illinois Compiled Statutes*, with the library administrator in attendance. All board meetings and board committee meetings shall comply with the *Open Meetings Act*.
- ✓ Core 10 The board of trustees has exclusive control of the expenditure of all monies collected, donated, or appropriated for the library fund and all property owned by the library.
- ✓ Core 11 The library has a board-approved written budget. The budget is developed annually by the library administrator and the board with input from the staff.
- ✓ Core 12 The board of trustees annually determines if the library's revenues are sufficient to meet the needs of the community. If the revenues are not sufficient, the board of trustees will take action to increase the library's revenues.
- ✓ Core 13 The library has a board-approved mission statement, a long-range/strategic plan, disaster prevention and recovery plan, collection management policy, personnel policy, technology plan, and other policies as appropriate to the library's operation and regularly updates and maintains them as appropriate. (See Appendices F and H)

- ✓ Core 14 The library administrator presents written monthly reports, including statistics, on library operations to the board of trustees. In addition, monthly fiscal reports are presented by the library administrator and/or the library board treasurer.
- ✓ Core 15 The board of trustees annually reviews the performance of the library administrator.
- ✓ Core 16 The library is a member of an Illinois regional library system, fulfills the membership requirements of its system, is a responsible partner in the Illinois Library and Information Network (ILLINET), and participates in resource sharing through interlibrary loan and reciprocal borrowing.
- ✓ Core 17 The library provides access to resource sharing databases, participates in resource sharing by entering the library's collections into a regional, statewide, or national database, and actively promotes resource sharing via interlibrary loan and reciprocal borrowing.
- ✓ Core 18 The library utilizes a variety of methods to communicate with its community.
- ✓ Core 19 The library is located in a facility designed or renovated for library purposes and complies with all applicable local, state, and federal codes.
- ✓ Core 20 A library is open a minimum of fifteen hours per week according to the *Illinois Administrative Code* [23 Ill. Adm. Code 3030.110].
- ✓ Core 21 As a baseline, the library appropriates money to major budget categories (personnel, benefits, library materials, other operating expenditures) using the *Illinois Public Library Annual Report* statewide percentages analysis.
- ✓ Core 22 The library board and staff promote the collections and services available to its community.
- ✓ Core 23 At least every five years, and more frequently if necessary, the library conducts a review to determine if the library is providing facilities, collections and services in a quantity, at a time, and in a manner that meets the needs of the community.

Governance and Administration Checklist

- ☒ Library has an elected or appointed board of trustees.
 - ☒ Library has a qualified library administrator.
 - ☒ Library administrator files an *Illinois Public Library Annual Report* (IPLAR) with the Illinois State Library.
 - ☒ Library administrator prepares monthly reports (including statistics) of operations and services for the board's review.
 - ☒ Library administrator and/or library board treasurer prepares monthly fiscal reports for the board's review.
 - ☒ Library has a mission statement and a long-range/strategic plan.
 - ☒ Library maintains an understanding of the community by surveys, hearings, and other means.
 - ☒ Library board reviews library policies on a regular basis.
 - ☒ Library board members participate in local, state, regional, and national decision making that will benefit libraries.
 - ☒ Library develops an orientation program for new board members.
 - ☒ Library board members attend local, regional, state, and national conferences pertinent to libraries when fiscally possible.
 - ☒ Library keeps adequate records of library operations and follows proper procedures for disposal of records.
 - ☒ Library complies and keeps current with appropriate Illinois and federal laws pertaining to public libraries.
 - ☒ Library has a board-approved set of written bylaws that govern the conduct of the board of trustees and its relationship to the library and staff.
 - ☒ Library maintains insurance covering property and liability, including volunteer liability.
 - ☐ Library has a written succession plan focused on both internal and external talent development to fill anticipated needs for library leadership and other key personnel.
- The Library has a chain of command policy addressing succession if someone is temporarily unavailable but there is not a succession plan as described here.

Personnel Checklist

- ☒ Library has a board-approved personnel policy.
- ☒ Library has staffing levels that are sufficient to carry out the library's mission.
- ☒ Library has job descriptions and a salary schedule for all library positions. The job descriptions and salary schedule are periodically reviewed and revised as needed.
- ☒ Library's hiring practices are in compliance with EEOC guidelines and the Americans with Disabilities Act.
- ☒ Library salaries and fringe benefits account for up to 70 percent of total operations budget. *Ours account for 67%.*
- ☒ Library gives each new employee a thorough orientation.
- ☒ Library evaluates staff annually.
- ☒ Library staff and administration attend local, regional, state, and national conferences as well as training workshops and seminars where feasible.
- ☒ Library provides staff access to library literature and other professional development materials.
- ☒ Public library trustees and administrators are aware of federal, state, and local statutes and regulations relevant to personnel administration.
- ☒ The library complies with state and federal laws that affect library operations.

Access Checklist

- ☐ The library provides the right amount of space of the right kind to meet the provisions of its long-range/strategic plan.
- ☒ At least once every five years, the board directs a review of the library's long-term space needs.
- ☒ The staff are familiar with the requirements contained in the *Americans with Disabilities Act* (ADA) and work to address deficiencies in order to provide universal access to all patrons.
- ☒ The library, including branches or other service points, is located at a site that is determined to be most convenient for the community.
- ☒ The library provides adequate, safe, well-lighted, and convenient parking during all hours of service.
- ☐ The library has the minimum required number of parking spaces.
- ☐ The library's entrance is easily identified, clearly visible, and well lighted.
- ☒ The library has an identifying sign clearly visible from the street. Additional signs guide users from arterial streets to the library.
- ☒ The library has adequate internal signage.
- ☐ The library's lighting levels comply with lighting standards.
- ☒ All signage is in compliance with applicable federal, state, and local regulations.
- ☒ The library building supports the implementation of current and future telecommunications and electronic information technologies.
- ☒ The library has sturdy and comfortable furnishings in sufficient quantity to meet user needs.
- ☒ Space is allocated for child and family use with furniture and equipment designed for use by children.
- ☐ The library has enough shelving and other types of display and storage to provide patrons with easy access to all materials.
- ☒ Shelving in the areas serving young children is scaled to their needs.

The Library has been granted a variance but does not meet the spaces required by code.

There are areas of the stacks with inadequate lighting.

While the Library staff strive to do the best that they can with current building constraints, it is clear that the Library needs to expand in order to meet the community needs and Public Library standards.

Chapter 1 (Core Standards)

National Public Library Definition

Public library statistics are collected annually from more than 9,000 public libraries through the Public Library Statistics Cooperative (PLSC) for public library data and disseminated by the Institute of Museum and Library Services (IMLS).

Descriptive statistics are collected for all public libraries. Data is available for individual public libraries and is also aggregated to state and national levels.

In order to accurately compare public library data from all fifty states, every state has agreed to collect public library data using the “PLSC Public Library Definition” as detailed below:

A public library is an entity that is established under state enabling laws or regulations to serve a community, district, or region, and that provides at least the following:

1. an organized collection of printed or other library materials or a combination thereof;
2. paid staff;
3. an established schedule in which services of the staff are available to the public;
4. the facilities necessary to support such a collection, staff, and schedule; and
5. is supported in whole or part with public funds.

Introduction

As with past editions, the *Serving Our Public 4.0* task force struggled in finding the balance between inclusivity and setting the bar at a meaningful level. The consensus of the current and former task force members is that a “one-size-fits-all” document is not plausible. Public libraries are largely locally funded and should be uniquely suited to the needs and resources of their communities and users. Nevertheless, it is in the public interest and the interest of the library community to have the word “library” signify certain standard conditions that one could expect to find. A library that does not currently meet one or more of the core or other standards might cite that deficiency in making a case for increased funding. Coming up to the standard might be the focus of one or more objectives in a library’s strategic plan. The staff and boards of libraries that meet basic standards might pose the query, “What makes a library effective?” and consider ways of enhancing the library’s effectiveness in serving its community.

Chapter 2 (Governance and Administration)

Public library service is provided to the people of Illinois through local tax-supported public libraries, regional library systems, the Illinois State Library, and the statewide library network (ILLINET). Illinois public libraries are governed by boards of trustees elected or appointed according to the provisions of the *Illinois Compiled Statutes* under which the libraries are established—village, city, town, district, township, etc.

For Illinois public libraries to maintain the highest standards of excellence, they shall be staffed by a qualified librarian, be administered by a board of trustees, file an *Illinois Public Library Annual Report* (IPLAR) with the Illinois State Library, have a written mission statement and a long-range/strategic plan, and periodically review policies and procedures that reflect the needs of the local community.

Library boards carry the full responsibility for the library and its policies. The three roles of a library trustee are to hire the library administrator, make library policy, and approve library budgets. Administering library policy, including management of day-to-day operations, collection management, technology plans, and staffing decisions, is delegated to the library administrator. The library administrator provides the board with clear, relevant, and timely information that will enable it to make informed decisions in regard to policy, planning, and budget.

Governance and Administration Standards

1. The mission statement and long-range/strategic plan are developed by the board, administrator, and staff and then approved by the board. These documents are based on a sound knowledge of public library service and a deep understanding of the community. Surveys, neighborhood dialogues, hearings, and input from staff members who serve the community on a daily basis provide a framework for this understanding. The process includes the difficult task of eliciting input from those who do not use the library.
2. The Library prepares, on an annual basis the *Illinois Public Library Annual Report* (IPLAR). The Illinois State Library is the agency legally required to: (1) compile, preserve and publish public library statistical information [15 ILCS 320/7(m)], and (2) compile the annual report of local public libraries and library systems submitted to the State Librarian pursuant to law [15 ILCS 320/7(n)]. In addition, all Illinois public libraries are required by statute [75 ILCS 16/30-65] to prepare an annual report. The library administrator, on a monthly basis, prepares a monthly report for the library board of trustees. This report will include, at the minimum, the minutes of the last month's meeting, monthly financial statements, administrator report, and library use statistics.
3. The board reviews most library policies every three years. The policy governing the selection and use of library materials must, by law, be reviewed biennially. [75 ILCS 5/4-7.2 or 75 ILCS 16/30-60].
4. Board members participate in relevant local, state, regional, and national decision making to effect change that will benefit libraries. This can be achieved through a variety of methods. Among these, board members can:
 - a. Write, call, or visit legislators
 - b. Attend meetings of other units of local government
 - c. Serve on ALA, ILA, or system legislative committees
 - d. Participate in other community organizations that have similar legislative interests

- e. Include the subject of legislation on board meeting agendas
 - f. Provide a forum for local community issues
- 5. The board and the library administrator develop and conduct a meaningful and comprehensive orientation program for each new board member. This can be achieved by creating a trustee orientation checklist. (See Appendix D)
- 6. On an annual basis, each trustee participates in a continuing education activity that focuses on libraries, trusteeship, or other issues pertinent to libraries and reports on this activity to the full board.
- 7. The library provides financial support for trustee membership in ILA and ALA as well as trustee attendance at workshops and conferences when fiscally possible.
- 8. In encouraging citizens to run for the position of library trustee or in recommending citizens for appointment, the standing library board of trustees can use the following as a guide:
 - a. Library trustees are selected for their interest in the library, their knowledge of the community, their ability to work well with others, their willingness to devote the time and effort necessary to carry out the duties of a trustee, their open-mindedness and respect for the opinions of others, and their ability to plan and establish policies for services.
- 9. The library keeps adequate records of library operations and follows proper procedures for disposal of records. (See Appendix B)
- 10. The library complies and keeps current with appropriate Illinois and federal laws pertaining to public libraries.
 - a. The library complies with the Illinois Open Meetings Act [5 ILCS 120] and has a written policy specifying, at a minimum, how trustee board meetings and meetings of board committees are publicly posted, how other types of notification are made, and how the public attends and may participate in board and committee meetings.
 - b. The library has a written Americans with Disabilities Act (ADA) policy.
 - c. The library has a written equal employment opportunity policy and a written workers' compensation procedure.
 - d. The library bonds all staff and trustees responsible for library finances.
- 11. The library has a board-approved set of written bylaws that govern the conduct of the board of trustees and its relationship to the library and staff. Bylaws provide the library board of trustees with guidelines that allow for consistent, organized, and productive meetings and operations. The library trustees regularly review the bylaws to ensure the library board is operating under the bylaws' guidelines and to ensure that the bylaws meet current organizational needs.
- 12. The library maintains insurance covering property and liability, including volunteer liability.
- 13. The library has a chain of command in place that will provide a smooth transition process when key members of the library staff leave the organization.

Chapter 3 (Personnel)

A good public library has a qualified staff that is paid competitive salaries. The staff is well trained through an ongoing program of staff development that includes both in-service training and participation in relevant classes, workshops, and meetings outside the library. Staff has a thorough understanding of all library policies and is able to interpret those policies to library patrons. The public has access to the services of a qualified librarian.

For the purposes of this document, a full-time equivalent employee (FTE) works 37.5 hours per week including paid breaks of 15 minutes or less but excluding paid or unpaid meal breaks of 20 minutes or more.

Personnel Standards

1. To ensure that library staff has a clear understanding of their responsibilities and rights as employees, the library has a board-approved personnel policy. The policy is developed by the library administrator with input from the staff.
2. Staffing levels are sufficient to carry out the library's mission, develop and implement the library's long-range/strategic plan, and provide adequate staff to offer all basic services during all the hours that the library is open. The library's level of self-service versus assisted staffing should be considered when calculating adequate staffing levels. Basic services include circulation and reference. (See Appendix E)
3. Job descriptions for all positions and a salary schedule are included in the personnel policy or provided elsewhere. The job descriptions and salary schedule are reviewed periodically (preferably annually, but at least every three years) and revised as needed. Staff members have access to these documents.
4. Personnel policy, job descriptions, and hiring practices are in compliance with the Equal Employment Opportunity Commission (EEOC) guidelines and the requirements of the Americans with Disabilities Act.
5. The library compensates staff in a fair and equitable manner. Salaries alone typically account for up to 60 percent of the total budget. Salaries plus fringe benefits (FICA pension and health insurance) account for up to 70 percent. The library should conduct a market benchmarking study with pay ranges, conducted by a reputable company, to determine current competitive pay practices for their library. If the library does not have the means to do such a study it should seek advice from their library system for guidance.
6. The library gives each new employee a thorough orientation and introduces the employee to the particular responsibilities of the new employee's job. The orientation includes but is not limited to the mission statement, library policies, guidelines, services of the library, employment benefits, and opportunities for continuing education.
7. The library has a performance appraisal system in place that provides staff with an annual evaluation of current performance and guidance in improving or developing new skills.
8. The library supports and encourages staff to acquire new skills, keep current with new developments in public libraries, and renew their enthusiasm for library work. Attendance at local, regional, state, and national conferences; relevant courses, workshops, seminars, and in-service training; and other library-related meetings provide a variety of learning experiences. The library provides paid work time and funding for

registration and related expenses. While funding constraints may limit the total number of staff who can attend conferences, the attendance of at least the library administrator at the state library association conference is encouraged and funded.

9. The library provides access to library journals and other professional literature for the staff.
10. Public library trustees and administrators are aware of federal, state, and local statutes and regulations relevant to personnel administration. Principal regulations include:
 - Fair Labor Standards Act* [29 U.S.C. 201 *et seq.*]
 - Illinois Human Rights Act* [775 ILCS 5/1-101 *et seq.*]
 - Americans with Disabilities Act* [42 U.S.C. 12101 *et seq.*]
 - Illinois Collective Bargaining Successor Employer Act* [820 ILCS 10/0.01 *et seq.*]
 - Illinois Public Labor Relations Act* [5 ILCS 315/1 *et seq.*]
 - Occupational Safety and Health Act* [29 U.S.C. 651 *et seq.*]
 - Family and Medical Leave Act of 1993* [29 U.S.C. 2601 to 2654]
 - Civil Rights Act (Title VII)* [42 U.S.C. 2000e]
11. The library complies with state and federal laws and codes that affect library operations. These laws include:
 - Environment Barriers Act* [410 ILCS 25/1 *et seq.*]
 - Illinois Accessibility Code* [71 Adm. Code 400 *et seq.*]
 - Open Meetings Act* [5 ILCS 120/1 *et seq.*]
 - Freedom of Information Act* [5 ILCS 140/1 *et seq.*]
 - Local Records Act* [50 ILCS 205/1 *et seq.*]
 - State Records Act* [5 ILCS 160/1 70/2 and 5/1-7 *et seq.*]
 - Library Records Confidentiality Act* [75 ILCS 70/1 *et seq.*]
 - Drug Free Workplace Act* [30 ILCS 580/1 *et seq.*]
 - Americans with Disabilities Act* [42 U.S.C. 12101 *et seq.*]
 - Fair Labor Standards Act* [29 U.S.C. 201 *et seq.*]
 - Bloodborne Pathogens Standard* [29 C.F.R. 1910.1030]
 - Wage Payment and Collection Act* [820 ILCS 115/1 *et seq.*]
 - Minimum Wage Act* [820 ILCS 105/1 *et seq.*]
 - Public Officer Prohibited Activities Act* [50 ILCS 105/3 *et seq.*]
 - Illinois Governmental Activities* [5 ILCS 420/4A-101 *et seq.*]
 - Personnel Record Review Act* [820 ILCS 40/0.01 *et seq.*]
 - Local Governmental Employees Political Rights Act* [50 ILCS 135/1 *et seq.*]
 - Right to Privacy in the Workplace Act* [820 ILCS 55/1 *et seq.*]
 - Victims' Economic Security and Safety Act* [820 ILCS 180/1 *et seq.*]
 - School Visitation Rights Act* [820 ILCS 147 *et seq.*]
 - Identity Protection Act* [5 ILCS 179/1 *et seq.*]

Chapter 4 (Access)

The physical library remains central to successful service and while no one model can meet every need, some common requirements will help to create a functional and enjoyable environment for both staff and patrons. These include adequate and accessible space to house and circulate the collections, comfortable and light filled spaces for the public and staff, meeting and study spaces for both group and individual use, and youth spaces that inspire and teach children of all ages. Every five years the board should review the long term space needs of the library in conjunction with the library's strategic plan. While planning for the expanding mission of public libraries, flexible space with a high degree of connectivity should be a central idea for future programs to be accommodated with minimal physical change.

Access Standards

1. To the greatest extent possible, the library should aim to meet the requirements of the *Americans with Disabilities Act* (ADA) in order to provide a universal experience for all patrons. This shall include parking and building access along with internal circulation including elevators, toilet rooms, and seating for both staff and patrons. Available grants should also be explored as applicable.
2. The library should provide adequate, safe, well-lighted, and convenient parking during all hours of service. The minimum number of required parking spaces is usually governed by local ordinance. In the absence of local standards, libraries should provide one space per 500 square feet of library area.
3. The library's entrance should be clearly visible, easily identified, and well illuminated for both arriving vehicles and pedestrians. When possible, the entrance should face the direction used by the majority of the patrons.
4. The library should be adequately illuminated and provide a number of lighting environments that are suitable for different uses. Natural light will be employed whenever possible.
5. The library should have clear wayfinding and adequate internal signage. All signage is in compliance with applicable federal, state, and local regulations.
6. Service points within the library should be clearly marked and visible for intuitive wayfinding relative to function and collections.
7. The ability for the public library to provide either access to current technologies is key to both the staff and patron efficiency and experience. The library should allocate funds annually as part of the capital assessment report in order to remain relevant and provide adequate services in this ever-changing environment.
8. Visually and/or physically separate spaces should be allocated for both the youth and adult collections and seating, including separate computing areas, along with a separation between the public computers for each age group. When possible, additional spaces for either teen or tween patrons can also be created with age appropriate services such as furniture for hanging out, collaboration, gaming, and art projects, gaming consoles, and dedicated AV computers.
9. The library should provide enough appropriate shelving and other types of display and storage to provide patrons with easy access and clear understanding of a variety of different materials. Shelving in each area should be appropriately scaled relative to the specific use and function.

10. The library should have sturdy and comfortable furnishings in sufficient quantity and variety to meet the needs of multiple types and ages of users. Furniture in youth areas shall be sizes appropriate for small children along with typical sized furniture for adult caregivers. Where possible, furniture shall be equipped with integrated power and data connections to facilitate mobile computing. Furniture and fabrics should be commercial grade or certified for or other high-traffic public use.
11. Ideally, a library should be open at least 25 hours per week although the minimum listed in *Illinois Administrative Code* is 15. [23 Ill. Adm. Code 3030.110] The hours are scheduled for the convenience of the community the library is serving.