

INTERNAL MEMO

TO: Library Board of Trustees
FROM: Jeannie Dilger, Executive Director
DATE: June 11, 2019
SUBJECT: Capital Reserves Study Updates

Trustees,

Our Capital Reserves Study was completed in 2016. Since then, we have continually updated it along the way as we replace or repair systems.

We recently undertook a more thorough revision, adding in recent information about the condition of the retaining walls, roof, and more. During this review, we identified which items would be part of the upcoming renovation project, which would be handled by the Library, and which might require some outside engineering assistance but would not necessarily be part of the renovation project. We've added a new column to the spreadsheet to track this information. In doing so, we were able to significantly narrow the scope of work that an architectural firm will undertake as part of the renovation.

The newly updated Capital Reserves Study is available on the Budget and Planning section of our website at https://www.palatinelibrary.org/sites/default/files/2019-06/CapitalReserveStudyforWeb-2019-06-03_2.pdf.

I've attached the overview page from the current version and the most recent prior version, so you can see the long-term financial impact. You'll see that projects such as the membrane roof have been pushed further out, but the overall costs are therefore slightly higher because of inflation. I am confident that adherence to our financial management plan, along with continued prudent investment of incoming property taxes, will allow us to cover those costs.

Sincerely,

Jeannie Dilger

Executive Director

Capital Reserves Study

Palatine Public Library

Engberg Anderson ©2016

Project Number 162592

Calendar Year	SUM					Sum 1-4
	Summary of CR + M Costs					
	1	2	3	3.H	4	
Life Safety	Building Integrity	Functional Obsolescence	Heat Pump Replacement	Aesthetic Obsolescence		
2016	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$77,289	\$0	\$77,289
2018	\$0	\$131,587	\$105,023	\$79,607	\$71,946	\$388,164
2019	\$0	\$0	\$297,066	\$131,995	\$13,219	\$442,279
2020	\$0	\$61,402	\$395,176	\$131,150	\$11,178	\$598,906
5 Year Group	\$0	\$192,989	\$797,265	\$420,040	\$96,342	\$1,506,637
2021	\$1,546	\$13,566	\$223,558	\$216,119	\$89,611	\$544,401
2022	\$8,920	\$107,883	\$402,697	\$176,888	\$897,859	\$1,594,246
2023	\$0	\$0	\$466,854	\$0	\$329,566	\$796,420
2024	\$0	\$1,761,249	\$109,842	\$0	\$0	\$1,871,090
2025	\$1,567	\$68,751	\$11,749	\$0	\$0	\$82,066
5 Year Group	\$12,033	\$1,951,448	\$1,214,699	\$393,007	\$1,317,036	\$4,888,224
2026	\$120,117	\$230,442	\$669,939	\$0	\$124,715	\$1,145,213
2027	\$0	\$3,854	\$293,777	\$18,466	\$10,116	\$326,213
2028	\$0	\$0	\$29,764	\$29,480	\$0	\$59,244
2029	\$0	\$14,182	\$42,064	\$36,438	\$42,151	\$134,835
2030	\$0	\$0	\$522,609	\$25,222	\$0	\$547,831
5 Year Group	\$120,117	\$248,477	\$1,558,152	\$109,606	\$176,983	\$2,213,336
2031	\$0	\$0	\$54,348	\$77,937	\$0	\$132,286
2032	\$0	\$48,398	\$3,870	\$26,758	\$0	\$79,026
2033	\$0	\$0	\$29,886	\$82,353	\$152,817	\$265,056
2034	\$0	\$0	\$16,589	\$95,157	\$0	\$111,745
2035	\$0	\$0	\$18,479	\$20,936	\$0	\$39,415
5 Year Group	\$0	\$48,398	\$123,172	\$303,141	\$152,817	\$627,528
TOTAL	\$132,150	\$2,441,313	\$3,693,289	\$1,225,795	\$1,743,178	\$9,235,725

Capital Reserves Study

Palatine Public Library
Engberg Anderson ©2016

Updated 6/3/2019
Project Number 162592

Calendar Year	SUM					Sum 1-4
	Summary of CR + M Costs					
	1	2	3	3.H	4	
	Life Safety	Building Integrity	Functional Obsolescence	Heat Pump Replacement	Aesthetic Obsolescence	
2016	\$0	\$0	\$0	\$27,014	\$0	\$27,014
2017	\$0	\$0	\$0	\$77,289	\$0	\$77,289
2018	\$0	\$131,587	\$105,023	\$79,607	\$71,946	\$388,164
2019	\$0	\$0	\$291,235	\$122,884	\$13,219	\$427,338
2020	\$0	\$61,402	\$395,176	\$121,766	\$11,178	\$589,522
5 Year Group	\$0	\$192,989	\$791,435	\$428,559	\$96,342	\$1,509,325
2021	\$1,546	\$13,566	\$223,558	\$165,859	\$89,611	\$494,141
2022	\$8,920	\$107,883	\$402,697	\$176,888	\$897,859	\$1,594,246
2023	\$0	\$0	\$23,878	\$0	\$329,566	\$353,444
2024	\$0	\$501,516	\$109,842	\$0	\$0	\$611,357
2025	\$1,567	\$68,751	\$11,749	\$0	\$0	\$82,066
5 Year Group	\$12,033	\$691,715	\$771,723	\$342,747	\$1,317,036	\$3,135,255
2026	\$120,117	\$230,442	\$677,110	\$0	\$124,715	\$1,152,384
2027	\$0	\$3,854	\$247,613	\$18,466	\$10,116	\$280,049
2028	\$0	\$0	\$543,294	\$29,480	\$0	\$572,775
2029	\$0	\$14,182	\$42,064	\$36,438	\$42,151	\$134,835
2030	\$0	\$0	\$522,609	\$25,222	\$0	\$547,831
5 Year Group	\$120,117	\$248,477	\$2,032,690	\$109,606	\$176,983	\$2,687,873
2031	\$0	\$0	\$54,348	\$77,937	\$0	\$132,286
2032	\$0	\$1,644,190	\$3,870	\$26,758	\$0	\$1,674,818
2033	\$0	\$0	\$29,886	\$82,353	\$152,817	\$265,056
2034	\$0	\$0	\$16,589	\$95,157	\$0	\$111,745
2035	\$0	\$0	\$18,479	\$20,936	\$0	\$39,415
5 Year Group	\$0	\$1,644,190	\$123,172	\$303,141	\$152,817	\$2,223,320
TOTAL	\$132,150	\$2,777,372	\$3,719,020	\$1,184,054	\$1,743,178	\$9,555,773



June 10, 2019

Ms. Jeannie Dilger, Executive Director
Palatine Public Library District
700 N. North Court
Palatine, IL 60067

Dear Ms. Dilger

As requested ICS is pleased to submit herein our proposal for services related to the Renovations of the Existing Library Spaces.

This proposal is organized on a “Phase” basis and includes activities in conjunction with those described in the accompanying Architect and Engineer’s proposals. A budget for our services required on each phases is included herein.

Palatine Public Library District Renovations of Existing Spaces

- Phase 1. Schematic Design Phase**
- Manage services of Architect
 - Review SD conceptual drawings
 - Review SD budget
 - Assist in regulatory review
 - Develop “Game Plan” for the project
 - Participate in planning for minimizing negative impact on Library’s operation
 - Report to Library Director and Trustees
- Phase 2. Design Development Phase**
- Manage services of Architect
 - Assist in regulatory review
 - Review DD Drawings
 - Review DD Specifications
 - Develop bid strategy
 - Develop “Game Plan” for the project
 - Review Bid Documents
 - Report to Library Director and Trustees
- Phase 3. Procurement Phase**
- Manage bid process
 - Attend Pre-bid Conference
 - Evaluate bids
 - Conduct scope review meeting with Low Bidder
 - Prepare construction budget including contingency
 - Present Bid recommendation to Owner

Phase 4. Construction Phase

- Execute the “Game Plan” for the project
- Procure local building permit
- Establish program for Library closing/restricted access
- Develop project schedule
- Mänge Contractor(s)
- Review payments to Contractor(s)
- Change order management
- Post construction services
- Report to Library Director and Trustees

ICS estimate for services is as follows:

Phase 1	\$1680	12 Hours
Phase 2	\$2240	16 Hours
Phase 3	\$2240	16 Hours
Phase 4	TBD	

Phase 4 fee will be established after a firm scope of work and project schedule are established. Any fee modification will be established only with consent of the Library Board.

Our services will be invoiced at the rate of \$140 per hour and we agree not to exceed the amount shown above for performance of the described services.

Please advise if you have any questions about this proposal, we are very interested in helping the Library improve their facility to better serve the public.

Respectfully yours,

Daniel Eallonardo
Independent Construction Services, Inc.



Letter of Recommendation – May 19, 2014

Dan & Norm Eallonardo, Independent Construction Services, Inc.


The Homer Township Public Library District undertook a multi-phased construction and remodel project this year, expanding the library to 24,000 square feet. The library remained open onsite during the phasing of this massive project, which necessitated three distinct moves for staff, offices, collections, and all public spaces. **This construction project was coordinated and completed with the expertise of Independent Construction Services (ICS) under the direction of Dan and Norm Eallonardo.** We highly recommend ICS for their oversight, proactive review of all construction phases, the tracking of all issues and resolutions, reporting at our monthly board meetings, and for ICS quality management of project vendors, architect contact and serving as our onsite experts during this project. The principals (Dan and Norm) are both construction veterans of the highest caliber.

Dan Eallonardo was at our library daily throughout the project. Library trustees note the overall savings ICS brought to the project as they served as our construction representative, with a skill set that neither trustees nor library administration have. We trust Dan and Norm for their knowledge, attention to detail, and commitment to the success of the project. From discussion, offering options and solutions, to completion, the ICS input had great benefit to the success of our project and in addressing the budget limitations we had.


Homer Township Library undertook this expansion/renovation as a self-funded project with a tight budget. It was of paramount importance that we minimized costs. This is a key point of ICS success: they do a thorough review of plans, issues, options, cost containment and offer great proficiency on detailing the most expedient and cost effective options. They troubleshoot issues and work diligently with all principals and tradespeople to ensure the appropriate work is completed properly, with a timeline in place and follow up controls for resolution of the issues that invariably crop up during such a project. Their expertise assisted with the Village requirements and the site/project review. It is clear it would have even been of greater benefit to have engaged ICS earlier during the architect design stage before construction began. As our project commenced ICS resolved several key problems related to design, i.e. grading at the site, HVAC, and more. **Project savings have been in the \$500,000+ range or more due to their attentive diligence.**

ICS was engaged during our bid process. We would place great emphasis on a key point - Library Trustees and Administrative Staff agree that it would have been of extreme value to have brought their expertise in earlier – at the beginning of the planning for the project. With their proficiency, several high cost items were identified and changed, which assisted in cost containment for the project. There would have been further cost savings if ICS was engaged earlier. Currently completion issues are being managed by them to ensure nothing is overlooked on the finished project. We place great value on Dan's professional and courteous manner. Words that illustrate Dan and Norm Eallonardo include: knowledgeable, skilled, experienced, precise, cost effective, hardworking, professional, quality, proactive, energetic, efficient, customer centric, and outstanding.

Please feel free to contact us regarding the scope and excellence of ICS's work. We invite you to tour the Homer Twp. Public Library and see firsthand what has been achieved with their expert assistance. ICS is to be commended for the value of their work and we highly recommend ICS for the significance of their services. Any of us would be happy to speak further with you.

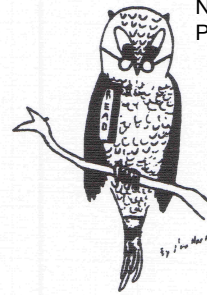

Sheree Kozel-La Ha, Executive Director
708-301-1078
skozel@homerlibrary.org


Dr. Ed O'Brien, Board President
708-301-1661
accdvm@aol.com


Mike Budde, Treasurer
708-301-2111
mikebudde2@aol.com

Wood Dale Library

520 North Wood Dale Road
Wood Dale, Illinois 60191
Telephone: (630) 766-6762
Fax: (630) 766-5715
www.wooddalelibrary.org



February 3, 2012

Independent Construction Services
14947 Landings Lane
Oak Forest, Illinois 60452

Dear Norman and Dan Eallonardo:

Words cannot express my gratitude and appreciation for all of the hard work, dedication, and loyalty you have shown to the Wood Dale Public Library District over the years. When I came to the Library in 2003, I was faced with the challenge of restoring a library facility in desperate need of significant capital improvement and maintenance.

The beginning checklist to address was very daunting. Items at the top of the list included a failing HVAC system, a crumbling parking lot with insufficient parking spaces and sidewalks, inefficient use of library space to deliver library services (lack of computer labs, poor placement of public service desks and shelving, insufficient electrical and data wiring), and a library interior that had not been updated with furniture, fixtures, and carpeting from 1981.

I am so happy you have been there every step of the way to address these items from the initial planning to implementation and follow-up. Together we have installed a new air conditioning unit and boiler; remodeled existing library space to create two separate computer labs requiring new electrical and data wiring; commissioned a library building feasibility and building assessment study; implemented new sidewalks with a snow melt system utilizing the capacity of our new boiler; and renovated our parking lot to improve patron parking and access.

As we embark on our next journey of renovating the library interior, I know you will be with me each step of the way, ready to assist whenever you are needed. How do I know that? I still remember when our boiler failed the day before Christmas Eve, the weather was frigid, the repair company could not fix the boiler, and the Library was in danger of having our pipes burst. On Christmas Eve morning you were in the mechanical room with me, along with the main supplier of our boiler in the Chicago area, to make sure our boiler was temporarily repaired until a new one could be installed.

Thanks again for all of the superior service you have given our Library.

Sincerely,

Yvonne R. Bergendorf, Director

Independent Construction Services

Mar-18

Projects/Clients

NAME	ADDRESS	YEAR	COST	TYPE	CLIENT CONTACT	TEL	ARCHITECT
Brookfield Public Library	3609 Grand Blvd., Brookfield, IL. 60513	Current	TBD	New 21,000 3 level Library	Ms. Kim Coughran, Director	708- 485- 6917	Product Architecture & Design
Geneva Public Library District	127 James Street Geneva IL 60134	Current	\$22.1M	New 57,000 Sq. Ft 3 Level Library	Ms. Christine Lazaris	630- 232- 0780	Studio GC Architecture
Glenwood Lynwood Public Library	320 Glenwood- Lansing Road Glenwood IL 60452	Current	\$295,000	Investigate and Resolve Storefront Window Infiltration	Ms. Kathy Parker, Director	708- 758- 0090	Building Technology Consultants. Inc.
Lake Villa District Library	1001 E. Grand Avenue Lake Villa IL 60046	Current	\$25.8M	New 65,000 Sq. Ft 3 Level Library	Ms. Andrea Lentine Library Director	847- 245- 5100	Studio GC Architecture
Lansing Public Library	2750 Indiana Ave. Lansing, IL 60438	2018	\$165,000	Design and Construction of Site Entry Plaza	Ms. Debbie Albrecht, Director	708- 474- 2447	Manhard Consulting LTD.
Fox Lake District Library	255 E. Grand Ave., Fox Lake, IL. 60020	Current	TBD	Investigate and Resolve Exterior Moisture Infiltration	Ms. Melissa Villarreal, Director	847- 587- 0198	TBD
North Riverside Public Library District	2400 DesPlaines Avenue North Riverside, IL 60546	2017	Varies	Coordinate Evaluation and Correction of HVAC Issues	Ms. Lorene Kennard, Director	708- 447- 0869	TBD
Wood Dale Public Library District	520 N Wood Dale Road Wood Dale IL 60191	Current	\$4.3M	Renovation	Ms. Yvonne Bergendorf	630- 766- 6762	Studio GC Architecture

Grande Prairie Public Library District	3479 W. 183rd Street, Hazel Crest, IL 60429	2017	\$93,000	Parking Lot Rehabilitation	Ms. Tracy Ducksworth, Library Director	708-798-5563	Manhard Consulting Ltd.
University Park Public Library District	1100 Blackhawk Drive University Park, IL 60484	2017	\$102,000	Roof Replacement	Ms. Tracy Ducksworth, Library Director	708-534-2580	Structural Technologies Inc.
La Grange Park Public Library District	555 North La Grange Road, La Grange Park, IL 60526	2017	TBD	Master Planning	Ms. Kate Buckson, Director	708-352-0100	Studio GC Architecture
La Grange Public Library District	10 West Cossitt Avenue, La Grange, IL 60525	2019	\$1.3M	Lobby Renovation	Ms. Jeannie Dilger, Library Director	708-215-3273	Studio GC Architecture
Homer Township Public Library District	14320 W. 151 st Street, Homer Glen IL 60491	Current	Varies	Manage Facility Maintenance	Ms. Sheree Kozel-La Ha, Executive Director	708-301-1078	None
Brookfield Public Library	3609 Grand Blvd., Brookfield, IL. 60513	2017	TBD	New 35,000 Sq. Ft 3 level Library	Ms. Kim Litland, Director	708-485-6917	Studio GC Architecture
Grande Prairie Public Library District	3479 W. 183rd Street, Hazel Crest, IL 60429	2016	\$1.4M	Exterior Envelope Reconstruction	Ms. Tracy Ducksworth, Library Director	708-798-5563	Studio GC Architecture
Lansing Public Library	2750 Indiana Ave. Lansing, IL 60438	2016	\$1.5M	Interior Renovation	Ms. Debbie Albrecht, Director	708-474-2447	Studio GC Architecture
La Grange Public Library District	10 West Cossitt Avenue, La Grange, IL 60525	2015	100,000	Design and Construction of Media Room	Ms. Jeannie Dilger, Library Director	708-215-3273	Studio GC Architecture

La Grange Public Library District	10 West Cossitt Avenue, La Grange, IL 60525	2014	Various	Investigate and Analysis of Water incursion	Ms. Jeannie Dilger, Library Director	708-215-3273	None
Lansing Public Library	2750 Indiana Avenue, Lansing, IL. 60438	2013	175,000	Construct New Parking and Drive Up Facility	Ms. Debbie Albrecht, Director	708-474-2447	Manhard Consulting Ltd.
Glenwood Lynwood Public Library	320 Glenwood-Lansing Road Glenwood IL 60452	2013	120,000	Design and Construction of Media Room	Ms. Kathy Parker, Director	708-758-0090	Dewberry
Glenwood Lynwood Public Library	320 Glenwood-Lansing Road Glenwood IL 60452	2013	105,000	Construct New Expanded Parking Facility	Ms. Kathy Parker, Director	708-758-0090	Vantage Point Engineering
Wood Dale Public Library District	520 North Wood Dale Road Wood Dale IL	2013	Varies	Reconfigure Book Stacks	Ms. Yvonne Bergendorf, Director	630-766-6762	In House
Brookfield Public Library	3609 Grand Blvd., Brookfield, IL.	2013	\$175,000	Manage Environmental Sensitive Material Removal and Demolition of Adjacent Church	Ms. Kim Litland, Director	708-485-6917	Manhard Consulting Ltd
Grande Prairie Public Library District	3479 W. 183 rd Street, Hazel Crest, IL 60429	2014	Undetermined	Investigation and Analysis of Major Water Incursions	Ms. Tracy Ducksworth, Library Director	708-798-5563	Studio GC Architecture
Homer Township Public Library District	14320 W. 151 st Street, Homer Glen IL 60491	2014	\$3.9M	Owners Rep for Renovation of Existing Library and Construction of Major Addition	Ms. Sheree Kozel-La Ha, Executive Director	708-301-1078	Engberg Anderson
La Grange Park Public Library District	555 North La Grange Road, La Grange Park, IL 60526	2012	Varies	Site Accessibility improvements	Ms. Dixie Conkis, Director	708-352-0100	PSA/Dewberry/BCA

Wood Dale Public Library District	520 North Wood Dale Road, Wood Dale, IL 60191	2011	Varies	Parking Lot Rehabilitation, New walks with snow melt system	Ms. Yvonne Bergendorf, Director	630-766-6762	Amsco Engineers
Aurora Public Library	1 East Benton Street, Aurora, IL. 60505	2010	Varies	Owners Rep for Site Preparations	Ms. Eva Luckinbill, Library Director	630-264-4106	Engineering Enterprise, Inc.
Lansing Public Library	2750 Indiana Avenue, Lansing, IL. 60438	2011	\$1.75M	Construction Manager for Architectural Rehabilitation.	Ms. Debbie Albrecht, Director	708-474-2447	PSA/Dewberry/BCA
Wood Dale Public Library District	520 North Wood Dale Road, Wood Dale, IL 60191	2010	Varies	New Boiler, Architectural Evaluations	Ms. Yvonne Bergendorf, Director	630-766-6762	Amsco Engineers
Fox Lake Public Library District	255 E. Grand Ave., Fox Lake, IL. 60020	2010	\$15.6M	New 42,000 Sq. Ft 3 level Library	Mr. Harry Bork, Head Librarian	847-587-0198	PSA/Dewberry/BCA
Wood Dale Public Library District	520 North Wood Dale Road, Wood Dale, IL 60191	2009	\$200,000	Architectural Renovations/ADA grant	Ms. Yvonne Bergendorf, Director	630-766-6762	Ken Kogut Associates
La Grange Park Public Library District	555 North La Grange Road, La Grange Park, IL 60526	2009	\$400,000	New HVAC system	Ms. Dixie Conkis, Director	708-352-0100	Amsco Engineers
Brookfield Public Library	3609 Grand Blvd., Brookfield, IL.	2009	\$300,000	Architectural refurbishment	Ms. Kim Litland, Director	708-485-6917	PSA/Dewberry/BCA
Glenwood Lynwood Public Library	320 Glenwood-Lansing Road Glenwood IL 60452	2008	\$6M	New 19,000 Sq. Ft New Library	Ms. Kathy Parker, Director	708-758-0090	Burnidge Cassell

Brookfield Public Library	3609 Grand Blvd., Brookfield, IL. 60513	2007	Varies	New HVAC systems, Architectural Renovations	Ms. Kim Litland, Director	708- 485- 6917	AMSCO Engineers
Wood Dale Public Library	520 North Wood Dale Road, Wood Dale, IL 60191	2006	Varies	New HVAC systems, Misc. Renovations	Ms. Yvonne Bergendorf, Director	630- 766- 6762	AMSCO Engineers
La Grange Public Library	10 West Cossitt Avenue, La Grange, IL 60525	2007	\$12.4M	New 42,000 Sq. Ft 3 Level Library	Ms. Jeannie Dilger, Library Director	708- 352- 0576	Burnidge Cassell Associates
Flossmoor Public Library	1000 Sterling Ave., Flossmoor, Il. 60422	2005	\$8.0M	New 38,000 Sq. Ft Library	Ms. Megan Millen, Administrative Librarian	709- 798- 3600	Burnidge Cassell Associates
Warrenville Public Library	28 W 751 Stafford Place, Warrenville, Il. 60555	2003	\$3.8M	Addition/Renovation		630- 393- 1171	Newman Architecture
Batavia Public Library	10 S. Batavia Ave., Batavia, Il. 60510	2002	\$10.3M	New Library	George Sheetz	630- 879- 1393	Engberg Anderson Design Partnership
Algonquin Area Public Library(Eastgate Branch)	115 Eastgate Drive, Algonquin, Il. 60102	2002	\$1.0M	Renovation	Mr. Randy Vlcek, Administrative Librarian	847- 458- 6060	Burnidge Cassell Associates
New Lenox Public Library	120 Veterans Parkway, New Lenox, Il. 60451	2001	\$10.4M	New Library	Ms. JoAnn Potenziana, Library Director	815- 485- 2605	Burnidge Cassell Associates
Algonquin Area Public Library(Harnish Road)	2600 Harnish Drive, Algonquin, Il. 60102	2001	\$4.6M	New Library	Mr. Randy Vlcek, Administrative Librarian	847- 458- 6060	Burnidge Cassell Associates

Mokena Community Public Library	11327 195 th St., Mokena, Il.	1998	\$2.7M	Addition/Renovation	Ms. Phyllis Jacobek, Library Director	708- 479- 9663	Burnidge Cassell Associates
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DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « Twenty-Fifth » day of « June » in the year « Two Thousand Nineteen »
(In words, indicate day, month and year.)

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

« Board of Library Trustees of the Platine Public Library District of Cook County, Illinois
700 N North Ct
Palatine, IL 60067 »

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

« Engberg Anderson, Inc.
5600 N River Rd, Suite 800
Rosemont, IL 60018 »

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

«Renovations of Existing Library Spaces »
«Renovations are anticipated at the Main Library as described in the Master Plan document dated November 14, 2018 and selected elements as identified in the Capital Repair Schedule dated June 3, 2019 (CRS PPLD v06032019GS.xlsx). The exact nature and extend of the repairs, replacements and improvements will be refined and prioritized as part of the design phase of the project. Additional improvements at the North Hoffman Branch Library and Rand Road Branch Libraries, or equivalent leased spaces, are anticipated as described in the Master Plan document dated November 14, 2018.»
« »

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.

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

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 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.

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

§ 1.1.1 The Owner's program for the Project:

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

«The initial program consists of renovations to 3 facilities.

§ 1.1.1.1 Major components at Main Library include elements described in the Master Plan document dated November 14, 2018 and selected elements as identified as "EA" or "PUBLIC:EA" in the Capital Repair Schedule dated June 3, 2019 (CRS PPLD v06032019GS.xlsx)

.1 Relocation of and expansion of the Digital Media Lab in a series of new rooms with new lighting, finishes, millwork, furnishings, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.

- .2 Relocation of a display/browsing/seating area focused on New Materials with new lighting, finishes, and furnishings.
- .3 Improvement and enlargement of the Large Print area with new lighting, finishes, and furnishings.
- .4 Reconfiguration of the shelving and seating in the Adult Fiction Collection with new lighting, finishes, and furnishings.
- .5 Creation of a new Teen Area with new lighting, finishes, furnishings, enclosed activity rooms, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .6 Reconfiguration of the Holds/Reserves area with new lighting, finishes, and furnishings.
- .7 Renovation and internal expansion of the Youth Services with new story time rooms, active learning spaces, new lighting, finishes, furnishings, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .8 Remodeling of the Audio-Visual with new lighting, finishes, and furnishings.
- .9 Circulation Desk
- .10 Adult Non-Fiction including reconfiguration of existing shelving, with new lighting, finishes, and furnishings.
- .11 Periodicals including reconfiguration of existing shelving, with new lighting, finishes, and furnishings.
- .12 Collaborative Public Space with new lighting, finishes, furnishings, enclosed activity rooms, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .13 Quiet Reading Room with new lighting, finishes, furnishings, enclosed reading room, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .14 Study Rooms with new lighting, finishes, furnishings, enclosed activity rooms, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .15 Refreshing of the existing Computer Zone & Lab with new lighting, finishes, furnishings, enclosed activity rooms, and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .16 Enclosing the existing Floor Openings with new structural floor and related lighting, finishes, furnishings, coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .17 New Public Service Points with new lighting, finishes, and furnishings and coordination of related MEP improvements with PPLD for implementation of HVAC replacements, control modifications, system balancing, and conformance with current building and energy codes.
- .18 Upgrades, repairs, and replacements of various portions of the existing building systems as identified as action items for calendar years through 2026 in the Capital Reserves Study including
 1. Refurbish or replace portions of millwork
 2. Repair or replace interior finishes in public areas
 3. Refurbish or replace elevator finishes
 4. Repair and replace minor plumbing equipment
 5. Replace lighting
 6. Update fire alarm system

§ 1.1.1.2 The Library, with its own forces or via other means, will be undertaking various other projects in and around the building. The Scope of this agreement excludes architectural, engineering or estimating services for these other projects. The Capital Repair Schedule dated June 3, 2019 (CRS PPLD v06032019GS.xlsx) identifies these projects as “PPLD”. This work is generally described as exterior concrete work; parking structure concrete work; masonry and

masonry joint repair; exterior painting; exterior plaster maintenance and repair; parking structure insulation repair; building sealant replacement; door and door hardware maintenance repair and replacements at interior and exterior locations; staff area finish repairs or replacements including interior painting of walls and ceilings, acoustic tile ceiling replacements, ceramic tile repair or replacement; toilet partitions and accessories repairs or replacements in all areas; plumbing equipment and systems; HVAC equipment and systems including all heat pump replacements and related controls, balancing, building and energy code compliance; segmented retaining walls; site paving systems; and window replacements.

§ 1.1.1.3 Various other projects are anticipated to be accomplished at some point in the coming years through an undetermined method. These are labelled “ASST” in the Capital Repair Schedule dated June 3, 2019 (CRS PPLD v06032019GS.xlsx). The scope of this agreement excludes architectural, engineering or estimating services for these other ASST projects.

§ 1.1.1.4 Major components anticipated to be included in the program at North Hoffman Branch Library include

1. Reconfiguration of existing interior partitions, new finishes, new lighting, modifications to electrical distribution, adjustments to existing HVAC systems, and new furnishings.

§ 1.1.1.5 Major components anticipated to be included in the program at Rand Road Branch Library include

1. Reconfiguration of existing interior partitions, new finishes, new lighting, modifications to electrical distribution, adjustments to existing HVAC systems, and new furnishings.
2. The projects are anticipated to be non-concurrent with separate contracting teams.

»

§ 1.1.2 The Project’s physical characteristics:

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

« As Described in existing building drawings. »

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

(Provide total and, if known, a line item breakdown.)

« \$4,932,000 The Budget will be adjusted at the end of each phase. This new budget will become the basis for the fee calculations described in paragraph 1.11.»

§ 1.1.4 The Owner’s anticipated design and construction milestone dates are to be defined as the project progresses.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive bid in accordance with state statutes for local units of government and owner policies. »

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«Meet requirements of applicable codes and ordinances.

»

§ 1.1.8 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:

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

« »

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

.1 Owners Representative

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Joseph M. Huberty, Partner »
«Engberg Anderson, Inc. »
«5600 N River Rd, Suite 800 »
«Rosemont, IL 60018 »
«847-704-1300 »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
- .2 Mechanical Engineer for limited services related to scope defined in **§ 1.1.1**.
- .3 Electrical Engineer:
- .5 Cost Estimator

§ 1.1.11.2 Consultants retained under Supplemental Services:

«As needed, with written agreement with Owner prior to retention of consultant. »

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

«Scope of the work is anticipated to evolve over the course of the project. Adjustments to scope, schedule and fee will be made at the end of each phase based on written agreement between the parties. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to

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User Notes:

(3B9ADA1B)

the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars » (\$ « 2,000,000 ») for each occurrence and « four million dollars » (\$ « 4,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « one million dollars » (\$ « 1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 ») each accident, « one million dollars » (\$ « 1,000,000 ») each employee, and « one million dollars » (\$ « 1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « two million dollars » (\$ « 2,000,000 ») per claim and « two million dollars » (\$ « 2,000,000 ») in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this

Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner 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 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, the proposed procurement and 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 shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, 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. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models,

perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 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, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 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. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid; 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 in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. 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 A201–2017, 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 the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the 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.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the 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

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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- 1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- 2 issue Certificates of Substantial Completion;
- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to 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 Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the 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 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	« Not Required »
§ 4.1.1.2 Multiple preliminary designs	Not Required
§ 4.1.1.3 Measured drawings	Not Required
§ 4.1.1.4 Existing facilities surveys	Not Required
§ 4.1.1.5 Site evaluation and planning	Not Required
§ 4.1.1.6 Building Information Model management responsibilities	Included as part of Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Required
§ 4.1.1.9 Landscape design	Not Required
§ 4.1.1.10 Architectural interior design	Included as part of Basic Services
§ 4.1.1.11 Value analysis	Included as part of Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Required
§ 4.1.1.13 On-site project representation	Not Required
§ 4.1.1.14 Conformed documents for construction	Included as part of Basic Services
§ 4.1.1.15 As-designed record drawings	Included as part of Basic Services
§ 4.1.1.16 As-constructed record drawings	Coordinated as part of Basic Services
§ 4.1.1.17 Post-occupancy evaluation	Included as part of Basic Services
§ 4.1.1.18 Facility support services	Not Required
§ 4.1.1.19 Tenant-related services	Not Required
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Provided in cooperation with Owner’s Representative
§ 4.1.1.21 Telecommunications/data design	Provided by Owner
§ 4.1.1.22 Security evaluation and planning	Provided by Owner
§ 4.1.1.23 Commissioning	By Owner or by Architect as described below in § 4.1.2.1.7
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Required

§ 4.1.1.25	Fast-track design services	Not Required
§ 4.1.1.26	Multiple bid packages	Included as part of Basic Services
§ 4.1.1.27	Historic preservation	Not Required
§ 4.1.1.28	Furniture, furnishings, and equipment design	Included as part of Basic Services
§ 4.1.1.29	Other services provided by specialty Consultants	As determined to be needed and agreed to in writing prior to commencing the service
§ 4.1.1.30	Other Supplemental Services	As determined to be needed and agreed to in writing prior to commencing the service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

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

«.1 **Building Information Model management responsibilities** include development and maintenance of a model for the design team’s use and convenience. This model is specifically not available to contractors, suppliers or other entities as part of a quality assurance effort.

.2 **Architectural interior design services** include finish evaluation, specification, preparation of corresponding bid and construction documents, and review of installed finish systems

.3 **Value analysis** includes overview comparison of material and system options for fit with owner requirements for performance, maintenance and economy

.4 **Conformed documents for construction** are prepared to the level defined by the architect’s normal practice as part of the on-going documentation process throughout the project
As-designed record drawings are prepared to the level defined by the architect’s normal practice as part of the on-going documentation process throughout the project

.5 **As-constructed record drawings** are required to be provided by Contractors under provisions of bid/construction documents prepared by the architect

.6 **Post-occupancy evaluation** is conducted by the architect 10 months after substantial completion of the project

.7 **Commissioning services** will be in conformance with IECC 2018 and is anticipated to include

Equipment	Quantity	System	Responsible Party
Replacement of heat pumps	106	20%	Owner
Condenser water loop pumps	4	100%	Owner
Snow melt pumps	4	100%	Owner
Lighting control system (garage & library)		100%	Architect
Exhaust fans	9	33%	Owner

Verification of the commissioned equipment and systems consists of testing to confirm they perform the intended functions through various modes of operation.

Design Phase

1. Coordinate and integrate Cx requirements into the project specifications prepared by the Project

- Architect and Engineer of Record.
2. Develop and implement a Cx Plan meeting IECC requirements.
 3. Conduct a design review for familiarization with the project design of the Issued for Bid documents. Any comments noted will be provided to the design team.

Construction Phase

1. Conduct one Cx meeting and distribute minutes to the Cx team (Owner, design team, and involved contractors).
2. Coordinate the Cx work with the General Contractor and/or Construction Manager to ensure that Cx activities are included in their master schedule. We will coordinate and direct Cx activities in a logical and efficient manner using regular communications and collaboration with all necessary parties.
3. Perform two site visits, as coordinated with the above-mentioned meetings, during construction to observe component and system installations. Engineer will issue a Field Observation (FO) Report after each site visit.
4. Perform a seasonal testing visit.
5. Maintain an Action Items Log.
6. Review and comment on selected construction documentation.
 - a. Review relevant RFIs, ASIs, and Change Requests for commissioned equipment/systems.
 - b. Review air and water test and balance reports and comment to the Engineer of Record.
 - c. Review Operations and Maintenance Manuals and comment to the Engineer of Record.
7. Develop project and equipment specific Functional Performance Test (FPT) procedures based on the project documents, submittals, and lessons learned.
 - a. With necessary assistance and review from installing contractors, we will customize the test procedures and submit to the design and construction teams for review.
 - b. These documents will be executed by the vendors, subcontractors, and Engineer. Engineer will manage and document.
 - c. Engineer will defer acceptance of the related systems and equipment on the Owner's behalf until after successful completion of the FPTs.
8. Perform functional procedures during both the heating and cooling season; however, some overwriting of control values to simulate conditions may be used if appropriate.
 - a. Any additional needed retesting will be performed as an additional service to the Owner.

Occupancy and Operations Phase

1. Develop a Preliminary and a Final Cx Report. These reports will be made available to the Owner for issuance to the code official, as required. Our final deliverable will encompass all Cx project documentation.

.8 Multiple bid packages are provided in basic services including 1 for each branch facility and up to 5 for Main Library including 1 Site, 2 Roof, 3 Exterior Walls, 4 HVAC, and 5 Interior Renovation

.9 Furniture, furnishings, and equipment design are included in conformance with architect's standard practice for evaluation, selection, specification, provision of bidding and installation documents, and verification of installation. Scope includes new, relocated and reconfigured furnishings. »

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

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

«Owner shall provide telecommunications planning in support or renovations.

Owner shall provide design and commissioning services for equipment, systems and other work described § 1.1.1.2as PPLD projects. Owner shall secure necessary code reviews, permits and other jurisdictional approvals.»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 « one » (« 1 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 « two » (« 2 ») visits to the site per month by the Architect 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.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « thirty-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.

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.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 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.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 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 as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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 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 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. 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 Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction, Cook County, Illinois.

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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 Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

The exact scope of work of this project and the phasing is unknown at this time. Accordingly, we propose to establish an overall structure for the services described above at 9% of the construction cost estimates that are agreed upon at the completion of the design development phase. Within this structure, we propose to provide the schematic design and design development phases for a fixed fee of \$155,300 inclusive of mechanical, electrical, and technology services, civil engineering, structural design, interior design, and cost estimating services. This amount will be credited toward the total fee that is determined at the end of the design development phase based on the percentage fee described above and the actual scope defined at the end of each phase. At the end of the Design Development phase the fee will be converted from a percentage fee to a fixed fee.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Commissioning is provided for a maximum lump sum fee of \$25,000. Exact scope of commissioning to be reviewed as part of initial design phases.

Other Supplemental services, if needed, shall be provided as agreed to in writing prior to the commencement of the supplemental service. »

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

« As agreed, in writing, prior to the commencement of the additional service. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « █ » percent (« █ »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« As agreed to in writing prior to the commencement of the supplemental and or additional service. »

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

Schematic Design Phase	« fifteen »	percent (« 15 »	%)
Design Development Phase	« twenty »	percent (« 20 »	%)
Construction Documents Phase	« thirty-five »	percent (« 35 »	%)
Procurement Phase	« five »	percent (« 5 »	%)
Construction Phase	« twenty-five »	percent (« 25 »	%)
« »				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Category	Hourly rate	Category	Hourly rate
Partner	\$160	Project Production	\$75 - \$110
Principal	\$120 - \$140	Senior Interior Designer	\$110
Project Team Leader	\$100 - \$120	Interior Designer	\$90-\$110
Project Architect	\$100 - \$120	Administrative/Graphics	\$75 - \$110
Project Designer	\$100 - \$120		

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«No additional insurance is required at this time. »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « zero dollars » (\$ « 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 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

performed. Payments are due and payable 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.*)

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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

« »

OWNER (Signature)
« »« »

(Printed name and title)

« »

ARCHITECT (Signature)
« Joseph M Huberty »« Partner, Secretary »

(Printed name, title, and license number, if required)

8--Community Relations

8-1 Media Relations

The Palatine Public Library District (the Library) recognizes the important role of the media for communicating timely information to the ~~P~~ublic regarding the Library. To facilitate such communication, the Library provides information regarding library activities to appropriate media representatives on an impartial basis. All media releases relative to implementation of Board decisions will be reviewed by the Board prior to release. Other publicity shall be under the direction of the Executive Director. The Board of Trustees complies with the Illinois Open Meetings Act and the Illinois Freedom of Information Act. (Approved 8-13-86; Last Revised 1-10-18, Effective 2-1-18)

8-2 Trustee Contact Information

Names and Library email addresses of current members of the Board of Trustees are posted in the Library District buildings and on the Library's website. Trustees may be contacted via Library email or by U.S. mail (700 N. North Court, Palatine, IL 60067). (Approved 8-13-86; Reapproved 1-10-18)

8-3 Solicitations and Sale of Goods or Services

No person or entity other than the Library, the Friends of the Palatine Public Library, or the Palatine Public Library District Foundation may solicit funds or sell goods or services on ~~l~~ibrary premises, property, or facilities, including the Main Library's parking garage and elevator entry areas. The Friends and Foundation are Library affiliates with the exclusive purpose of supporting the Library ~~District~~.

Presenters of Library-sponsored programs may receive permission from the ~~Library~~ Executive Director or designee in advance to sell program-related materials at the program. The Library will have no involvement or liability arising from such sales, and the presenter will indemnify the Library for any claim or cause of action arising from or related to any such sales of materials.

No person may approach patrons or staff for solicitation purposes, including petition ~~-~~ signing, on ~~l~~ibrary premises, property, or facilities, including the Main Library's parking garage, parking lots, and elevator entry areas. (Approved 12-12-90; Last Revised 1-10-18, Effective 2-1-18)

8-3.1 Charity Collections

The Library provides an area in the Main Library for charity collection sponsored by, or designed to benefit, local not-for-profit organizations to serve the needs of the Library's community. A single container is provided for organizations with which the Library has a partnership, organizations that reside within the Library District, or organizations that reside outside the Library District but serve residents within the Library's service area.

The Executive Director may exercise discretion in determining what is considered an appropriate use for a collection container and is authorized to act accordingly.

Only one charity may use the Library-designated container at any given time. Organizations are permitted to use the charity collection container once per year. Collection is limited to a maximum period of 30 days, unless otherwise approved by the Executive Director. The organization must use the collection container provided by the Library. The collection container will be housed in the lobby of the Library, unless determined otherwise by the Library.

Hosting a container for a charity collection does not imply endorsement by the Library staff or the Board of Trustees of any product, service, activity, event, or viewpoint.

Once deposited in the collection container, donated items will not be returned to the donor. The Library accepts no responsibility for the loss of or damage to any items deposited in any charity collection container. It is the responsibility of the charitable organization collecting donations to make arrangements for their prompt pick-up from the Library. (Adopted XX-XX-XX, Effective XX-XX-XX)

8-4 Use of Library Bulletin Boards

Bulletin board space is available for postings by local nonprofit organizations engaged in educational, cultural, intellectual, civic, or charitable activities. Posters or announcements must be submitted to a Library service desk for staff approval.

Because space is limited, it may not ~~always~~ be possible to display all posters and announcements. The following priorities will be used to determine which posters and announcements can be posted:

1. Materials produced by the Library, the Friends of the Palatine Public Library, and the Palatine Public Library District Foundation
2. Materials produced by nonprofit organizations headquartered within the Library District

- ~~2.3. Announcements of events held within the Library-District's geographic boundaries~~
- ~~3. Materials produced by non-profit organizations headquartered within the Library-District's geographic boundaries~~
4. All other announcements

The following items will not be accepted for posting:

1. Advertisements of products or services offered by commercial organizations or individuals
2. ~~Promotions for fundraising events or requests for Materials requesting contributions,~~ with the exception of those from the Friends of the Palatine Public Library and the Palatine Public Library District Foundation
3. Petitions
4. Electioneering materials

The determination that material is not acceptable for posting under the criteria for rejection contained herein will be made by the Executive Director or designee. Any person who wishes to appeal a rejection decision may do so in writing to the ~~Library~~ Executive Director. Appeal of the ~~Library~~ Executive Director's decision may be made in writing to the Board of Library Trustees. The decision of the Board of Library Trustees is final.

Posters will be displayed for no more than ~~thirty~~30 days and thereupon shall be removed by Library staff. The Library is not responsible for the care or return of postings.

Permission to use bulletin boards does not imply Library endorsement or support of any organization using the bulletin boards or the ideas presented therein, nor should the organization imply Library endorsement or support. (Approved 3-12-03; Last Revised 1-10-18, Effective 2-1-18)

8-5 Exhibits and Displays

The Library's exhibit and display space is a resource to be used in fulfillment of its ~~M~~mission ~~S~~statement.

Although space is limited, the Library welcomes requests from persons and organizations wishing to use exhibit and display space in the Library according to guidelines found in Appendix 8A. The Library is unable to secure items in patron displays and cannot be responsible for lost or damaged personal property.

Library-sponsored displays always have the highest priority in the scheduling of exhibit and display space. Furthermore, Library ~~District~~ residents and organizations consisting of at least one Library District cardholder have priority over non-residents and organizations without a Library District cardholder in the scheduling of exhibit and display space. Permission to use exhibit and display space does not imply Library endorsement of any ideas presented therein.

Uses of exhibit and display space that will interfere with ~~Library~~ operations, such as those that produce excessive noise, or that present a safety hazard, or a security risk, will not be permitted.

The determination that material is not acceptable for exhibit and display space will be made by the ~~Library~~-Executive Director or designee. Any person who wishes to appeal a rejection decision may do so in writing to the ~~Library~~-Executive Director. Appeal of the ~~Library~~-Executive Director's decision may be made in writing to the Board of Library Trustees. The decision of the Board of Library Trustees is final. (Approved 3-12-03; Last Revised 1-10-18, Effective 2-1-18)

8-6 Distribution of Material

The Library has a limited amount of space available for the distribution of announcements and literature by nonprofit organizations engaged in educational, cultural, intellectual, civic, or charitable activities within the Library District's ~~geographic boundaries~~. Announcements and literature for distribution must be submitted to a Library service desk for staff approval.

Because space is limited, it may not ~~always~~ be possible to distribute all announcements and literature that are acceptable under the above guidelines. The following priorities will be used to determine which items will be distributed:

1. Materials produced by the Library, the Friends of the Palatine Public Library, and the Palatine Public Library District Foundation
- ~~2. Announcements of events to be held in Library facilities~~
- ~~3.2.~~ Materials created to promote a partnership event or endeavor between the Library and another organization or entity.
- ~~3.~~ Announcements of events to be held in Library facilities, with preference given to nonprofit organizations
4. Materials produced by organizations headquartered within the Library District's ~~geographic boundaries~~
5. All other materials

The following items will not be accepted for distribution:

1. Advertisements of products or services offered by commercial organizations or individuals
2. Promotions for fundraising events or requests for contributions, with the exception of those from the Friends of the Palatine Public Library and the Palatine Public Library District Foundation
3. Petitions
4. Electioneering materials

The determination that material is not acceptable for distribution under the criteria for rejection contained herein will be made by the ~~Library~~ Executive Director or designee. Any person who wishes to appeal a rejection decision may do so in writing to the ~~Library~~ Executive Director. Appeal of the ~~Library~~ Executive Director's decision may be made in writing to the Board of Library Trustees. The decision of the Board of Library Trustees is final.

Handouts found anywhere in the library, including in the front entry area of the Main Library, ~~which that~~ have not been approved for display or distribution will be removed and disposed of by Library staff. (Approved 3-12-03; Last Revised 1-10-18, Effective 2-1-18)

8-6.1 Tabling

Local nonprofit organizations engaged in educational, cultural, intellectual, civic, or charitable activities may request table space in the Library's lobby to interact with patrons and provide information about the organization's services.

Only one organization may have a table at any given time. Organizations are permitted a maximum of 48 hours per year. The organization must use the table provided by the Library. The table will be located in the lobby of the Main Library, unless determined otherwise by the Library.

Current elected politicians or their representatives also may request a table to provide information and constituent services under the same restrictions listed above. The space may not be used for campaigning. (Adopted XX-XX-XX, Effective XX-XX-XX)

8-7 Animals

Animals other than trained service animals, as defined by the Americans with Disabilities Act, are excluded from Library ~~District~~ facilities except as part of a Library program. Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. A dog whose sole function is to

provide comfort or emotional support does not qualify as a service animal under the ADA.

Under the ADA, all service animals must be harnessed, leashed, or tethered while in Library facilities, unless these devices interfere with the service animal's work, or the person's disability prevents use of these devices. The Library reserves the right to request that the service animal be removed from the premises if the animal is out of control, and the handler does not take effective action to control the animal. The term "out of control" includes but is not limited to repeated or uncontrolled barking, wandering away, growling, or otherwise threatening the safety of patrons or staff. (Approved 12-12-73; Last Revised 1-13-16; Effective 2-1-16; Reapproved 1-10-18)

8-8 Public Use of Meeting Rooms

(For Study Rooms, see Policy 3-13 Public Use of Study Rooms)

The Library meeting rooms are a resource to be used in the fulfillment of the Library's mission.

The Library makes its meeting rooms in the Main Library available for public meetings to organizations comprised of at least one District cardholder with a valid card as defined in Appendix 2A. At all times, however, Library activities and functions have priority in the scheduling and use of meeting rooms. Meetings may be reassigned to a different room than originally reserved to accommodate a Library or Affiliate (Friends and-or Foundation) program.

The Library reserves the right to impose reasonable, content-neutral time, place, and manner restrictions to prohibit interference with normal delivery of library service. Because Library facilities also provide places for research, study, reflection, and reading, the use of meeting rooms for activities that interfere with these endeavors outside the meeting room will be denied or terminated.

<u>Room</u>	<u>Capacity Limit</u>
Meeting Room 1	185
Meeting Room 2	40
Meeting Room 3	20
<u>Board Room</u>	<u>40</u>

The following provisions apply to public meeting room use.

1. All meetings must be open to the public at all times.

2. Meeting rooms are available during normal operating hours of the Main Library (See Appendix 3A--Hours of Service); however, meetings must end no less than 15 minutes before the library closes each day. Under no circumstances will a meeting room be occupied beyond closing time.

~~3.~~ Reservations for meeting room space ~~during the 12-month period beginning January 2 will be taken commencing on the preceding November 4~~ are accepted on a rolling six-month calendar; applications may be submitted up to six months in advance of the meeting date. All reservations will be accepted on a "first-come, first-served" basis as indicated above, upon receipt of the completed Meeting Room Reservation Application Form ~~and payment~~ or approved on-line reservation, plus payment.

~~3.4.~~ Payment must be made within 14 days after reserving the room, or the room will become available for others. Full payment for the base fees and any additional fees must be made prior to use of the room. Room reservations are confirmed only after the completed form and payment are submitted.

~~4.5.~~ Reservation requests or requests for changes to a reservation may be submitted at any time during open hours; however, staff may not be able to accommodate requests placed less than ~~forty-eight (48)~~ hours before the room is needed. If a group arrives to use a room and there is no record that a room was reserved and they do not have a confirmed application and receipt of payment, staff will try to find a room to use but may not be able to accommodate the group if no appropriate room is available.

~~5.6.~~ If a cancellation becomes necessary, ~~the~~ the Library should be notified within forty-eight (48) hours in advance of the meeting if a cancellation becomes necessary. If the group has paid, the person who reserved the room may reschedule within 30 days, if a room is available. No refunds will be issued. If the group has not yet paid, the person who reserved the room will be responsible for full payment.

~~6.7.~~ The Library reserves the right to cancel any meeting room reservation by giving at least two weeks' notice. Reservations may be cancelled with less notice in case of a building emergency, extreme weather, ~~scheduled~~ repair work, or other circumstance beyond control of the Library. The Library is not liable for any expenses of any kind resulting from the Library's cancellation of a meeting room reservation beyond a refund or credit of the meeting room fee. The Library reserves the right to relocate within the building any scheduled meeting.

- ~~7. Meeting rooms may be scheduled no more than one year in advance within the Library District's scheduling cycle of January 2 – December 31. Consecutive weekly meetings may be reserved at the beginning of any month for the duration of that month only. Meeting rooms cannot be reserved by any one organization on a weekly basis other than as described above.~~
8. Financial transactions including admission charges, collections, donations, ~~club dues~~, tuition, sales and display of goods, or other money-raising activities are strictly prohibited except in connection with activities sponsored by the Library, the Friends of the Palatine Public Library, or the Palatine Public Library District Foundation. Club or membership dues may not be collected on Library property.
9. Meeting rooms may not be used for recreational gatherings such as showers, birthday parties, or dances.
- ~~10. Meeting attendees must follow all rules and policies regarding use of the Library. Possession or use of hazardous materials or weapons of any type is prohibited and may result in expulsion from Library facilities. Staff will contact emergency authorities immediately when they become aware of the possibility of the presence of hazardous materials or weapons. (Policy 8-11) Use of objects with flames or smoke such as matches, candles, sterno, incense, etc. is prohibited. Smoking is prohibited in all Library facilities.~~
11. No organization or group may use the Library as its official address. (The Friends of the Palatine Public Library and the Palatine Public Library District Foundation are exceptions.) Storage of items by organizations meeting at Library facilities will not be permitted.
12. The applicant or alternate contact listed on the application must be present throughout the event and is responsible for the attendees' adherence to all Palatine Public Library District policies. For the safety and well-being of patrons, groups with members in attendance 17 and under ~~the age of 18~~ must have a responsible adult present.
13. Serving food or beverages of any kind requires payment of a fee. The kitchenette is available for the serving of light refreshments only. ~~Cold~~ bboxed or bagged meals are permitted in the meeting rooms. The Library provides pots and water for coffee or tea but does not provide consumables or supplies. Potlucks, luncheons, or other meal events are not permitted. Alcoholic beverages may not be brought on

premises. Use of objects with flames or smoke such as matches, candles, sterno, incense, etc. is prohibited.

14. Meetings must be conducted so as not to disrupt library functions and operations. The Library reserves the right to stop meetings that are disruptive.

15. In compliance with the Americans with Disabilities Act, attendees needing special accommodations for organizations and groups should direct any such requests to the organization reserving the meeting room, and any such accommodation required under law will be arranged for and financed by the organization and not the Library ~~District~~.

16. Permission to use meeting rooms does not imply Library endorsement or support of any organization using the rooms or the ideas presented therein, nor should the organization imply Library endorsement or support.

17. See Appendix 2 ~~BC~~ for Meeting Room Use Fees.

Failure to abide by these and other Library rules may result in cancellation ~~and~~/or refusal of future reservations. The Library retains the right to monitor all meetings conducted on the premises to ensure compliance with Library regulations.

~~(Public Use of Meeting Rooms Policy 8-8: Adopted 2-9-94, Last Revised 1-10-18, Effective 2-1-18)~~

8-9 Palatine Historical Library

The Library District is a party to an ~~interlocal~~ ~~governmental~~ ~~Agreement~~ with both the Palatine Park District and the Palatine Historical Society. This agreement states that the building known as the Clayson House shall be used as an ~~Historical~~ ~~Library~~ and ~~Museum~~. Further, this ~~Historical~~ ~~Library~~ and ~~Museum~~ shall be operated and insured by the ~~Palatine~~ Historical Society. The Library ~~District~~ shall be absolved of any liability originating with the Clayson House ~~and~~ or its operations. The Library ~~District~~ shall be listed as an additional insured on all insurance for the Clayson House. (Approved 8-13-86, Reapproved 1-10-18)

8-10 Food or Drink in Library ~~District~~ Buildings

Covered beverages are permitted in Library ~~District~~ facilities, except in all ~~Digital~~ ~~Media~~ rooms.

Consumption of food or uncovered beverages is permitted only in meeting rooms, the vending area, and other designated areas at the Main Library. (Revised 10-7-08; Reapproved 1-10-18)

8-11 Weapons, Hazardous Materials, and Dangerous Behavior

Weapons, as defined and restricted under applicable federal, state, and local statutes and ordinances, are prohibited in all Library facilities. Staff members will contact emergency authorities immediately if they reasonably suspect that a dangerous weapon may be present. Dangerous weapons include but are not limited to: guns, explosives, bombs, certain chemicals, and knives. All sworn Law Enforcement Officers are exempt from this prohibition. Possession of firearms in Library facilities or on Library property must be in compliance with the Illinois Firearm Concealed Carry Act (Public Act 098-0063).

Nothing in this policy should be construed to prohibit, abridge, or in any way hinder the religious freedom of any person or group.

Hazardous materials and substances which are capable of posing an unreasonable risk to health, safety, or property are prohibited in all Library facilities and grounds. These items include but are not limited to materials that are flammable, explosive, corrosive, toxic, and/or radioactive. Staff will contact emergency authorities immediately when they become aware of the possibility of hazardous materials present.

Dangerous behavior is prohibited in all Library facilities and grounds. Such behavior includes any behavior that appears to threaten the safety of persons or property. (Approved 2-14-07; Reapproved 1-10-18)

8-12 Volunteers

The ~~Palatine Public Library District~~ endeavors to encourage volunteerism by providing opportunities for residents to perform a variety of tasks and functions. The Library has two affiliate groups: the Friends of the Palatine Library and the Palatine Public Library District Foundation. This policy does not extend to these affiliates. Each is governed by its own Board of Directors and bylaws.

All new volunteers must have a valid Palatine Public Library District card. Residents age ~~16-14~~ and over are eligible to apply for volunteer service. Youth ages 11-~~15~~to-13 may only apply to serve as volunteers for designated youth programs and special projects, and must have written parental approval.

All new volunteers, who are 18 years of age or older, must sign a release for a criminal background investigation on a form provided by the Illinois State Police pursuant to the Illinois Uniform Conviction Information Act. The Library cannot accommodate persons seeking to fulfill court-ordered community service or peer jury sentencing.

Staff may decline to assign an applicant based upon, but not limited to: results of a background check, failure of the applicant to abide by ~~the~~ library policies, tasks available at any given time, ability of an applicant to perform available tasks, or ability of an applicant to be present on dates and at times specified by staff. Once assigned, volunteers will continue to serve by mutual agreement with staff.

Staff will thank and recognize volunteers ~~following the Volunteer Recognition Plan~~ on a regular basis.

Volunteers will be assigned to conduct specific tasks. Certain duties and tasks are performed only by staff and will not be assigned to volunteers. (Approved 5-27-09; Last Revised 1-10-18, Effective 2-1-18)

8-13 Partnerships

The ~~Palatine Public Library District (the Library)~~ recognizes that partnerships benefit District residents. The Library will consider partnering with an organization, business, government entity, affiliate, or individual in order to provide or enhance programs or services in a manner consistent with the mission, policies, goals, programs, and interests of the Library.

Purposes of entering into partnerships include but are not limited to:

- ~~• To supplement the Library's revenue or resources in order to provide or enhance programs and services.~~
- To promote the Library as a public resource in the community
- To support the Library's Strategic Plan goals and mission
- To supplement the Library's revenue or resources in order to provide or enhance programs and services

The Library and each partner will agree to act or contribute in ways that are mutually beneficial as outlined in a written ~~P~~partnership ~~A~~greement. Partners will be provided a level of recognition commensurate with their contributions as set forth in the partner agreement.

The ~~Library~~ Executive Director or designee is responsible for final endorsement of the terms of any agreement with a partner.

At all times, the Library protects the confidentiality of patron records and will not share any information about patrons or patron records with any partner under any circumstances.

Partnerships do not imply Library endorsement of any products or services. Agreements with a partner will have no impact on and no conflict with the policies and practices of the Library, including those governing access to Library programs, services, and collections.

The Library Staff or Board reserves the right to terminate any agreement with a partner if for any reason it is determined that the agreement no longer supports the best interests of the Library and/or its patrons.

Partners who terminate an agreement with the Library are to give 30 days' written notice ~~30 days prior to the partnership start date noted on the Partnership Agreement~~. Failure to provide adequate written notice of termination or failure to meet the terms of the agreement ~~as stated in the Partnership Agreement~~ may disqualify the organization ~~for from~~ future partnering agreements.

Intergovernmental agreements or long-term partnership agreements (longer than one year) may be subject to additional or different provisions than those included in this policy.

The word "partnership" as used in this Policy or in the Partnership Agreement means a collaboration between the Library and a participating person, firm, organization, or entity to expand and promote Library services to the community and is not intended to and does not mean or create a "partnership" as defined by law. (Approved 2-13-13, Last Revised 3-14-18, Effective 4-1-18)

Policy 8 Comprehensive Review: Adopted 8-13-86; Last Revised 1-10-18, Effective 2-1-18.

APPENDIX 8A—Guidelines for Display Cases and Art Exhibits

Display Case and Art Exhibit Locations

The Main Library includes ~~4~~four locations for display cases and art exhibits:

- Student Artwork Case—A glass case on the first floor designated for library use and for display of artwork created by students in schools, preschools, and children’s clubs. This case is 22.5 feet long by ~~3~~three shelves high (total height is 5.5 feet).
- Children’s Collections Case—A glass case on the first floor designated for display of items in children’s personal collections ~~(with a valid Palatine Public Library District card)~~. Each of the ~~2~~two display areas in the case is approximately ~~3~~three feet wide, 25 inches high, and 22 inches deep. Collection owner or parent must have a valid Palatine Public Library District card.
- Teen and Adult Collections Cases—A group of display cases on the second floor designated for display of items in teens’ and adults’ personal collections. ~~or of~~Cases may also be used for items that showcase the hobbies, artwork, memorabilia, or crafts of local organizations.
- Art Gallery Walls—Gallery walls on the second floor designated for display of the artwork or photography of local artists. One gallery wall is 24 feet long with a capacity for approximately twelve 14-~~by~~-20-inch pieces of framed art. The second wall is 20 feet long with a capacity for approximately ten 14-~~x~~by-20-inch pieces of framed art. The walls are equipped with an adjustable hanging system to accommodate pieces of varying size.

Requesting Use of Display Cases or Gallery Art Walls

Individuals or organizations wishing to use display space or the art walls are asked to complete an Art and Display Case Reservation Form and submit it to a designated staff member. Once the form is submitted, staff may request a photograph of artwork for review and approval. Complete information required is included on the reservation form. Local artists, photographers, schools, and organizations ~~who that~~ reside in the service area of the Library District will be given priority in scheduling use of the gallery walls and display cases.

An individual or organization may apply once per year ~~(once during a period of 365 days)~~ to place a display at the Library. Names of applicants accepted for display will be placed on a list in the order in which applications were received, and applicants will be notified and scheduled in that order. Library staff will honor an applicant’s request for a specific month ~~specified~~ or second choice whenever possible; otherwise a month will be assigned. Generally, an individual or organization may reserve just one display on the ~~2nd~~second floor; however,

depending upon demand and availability, the Library may be able to honor a request to reserve multiple cases or gallery walls.

Duration of Displays—Each display or exhibit is scheduled for the period of one calendar month beginning the first weekday of the month and ending the last weekday of the month.

Exhibitors are responsible for setting up the display at the beginning of the month and removing items on or before the last weekday of the month. If items are not removed from the display by the final hour the Library is open on the last weekday of the month, Library staff will remove the items. The Library cannot be responsible for the storage or condition of any materials staff may need to remove.

Scheduled exhibitors who have not set up their display or art exhibit by the second day of the scheduled month may be deemed ineligible to display that month and may need to reapply and be rescheduled. Any person rescheduled and failing to set up the display a second time will not be eligible to reserve display space for a period of one year.

The Library reserves the right to reschedule any exhibit or display in order to accommodate a special Library event or series of programs. Staff will make reasonable efforts to give sufficient notice and to reschedule anyone whose display has been preempted. If the Library schedules exhibits or displays, exclusions named in this policy may or may not apply.

Display Case Items—Items within the display and the total display itself should be of an appropriate size to fill the space allotted. The library will provide a sign indicating the name of the exhibitor and subject/title of the display when appropriate. The exhibitor may provide additional information about the display, including a brief biography, on an 8.5-~~5~~-by-~~11~~-inch sheet of paper.

Art Gallery Wall Items—All pieces must be prepared and ready to hang and should be of an appropriate size and quantity to fill the display. The library will provide a sign indicating the name of the exhibitor and subject/title of the art display plus medium used for the artwork. The artist or photographer may provide additional signage, including a brief biography, on an 8.5-~~by~~-~~11~~-inch sheet of paper if desired. Contact information for the exhibitor may be provided; however, the Library will not facilitate the sale of artwork and no items in the display may be labeled with a price nor any price lists posted at the Library.

Exclusions—Items in display cases or exhibited on the art wall may not contain the following:

- Items that defame any individual or group of individuals or which threaten or attempt to incite violence against any person or group of persons

- Defaming or obscene materials as defined by the U.S. Supreme Court or material ~~which~~that could lead to a breach of peace or which advocates the violation of applicable criminal laws.
- Obvious advertising or promotional language.

Permission to use exhibit and display space does not imply Library endorsement of any ideas presented therein.

The Library is unable to secure patrons' personal possessions and cannot be responsible for lost or damaged personal property. This includes personal items in displays or exhibits as the Library cannot be responsible for theft, loss, or damage of items in displays or exhibits.

(Appendix referenced in Policy 7. Approved by PPLD Board of Trustees 8-10-11; Last Revised 3-14-18, Effective 4-1-18)