



**Board of Trustees Meeting  
Monday September 12, 2022 6:00 pm**

**This meeting will be held in person in the Board Room**

**Watch here: <http://www.bethlehempubliclibrary.org/watch-the-meeting-here/>**

**Public comments can be submitted here:**

**<https://www.bethlehempubliclibrary.org/about-us/contact-us/contact-the-director/>**

**Board packet information can be accessed here:**

**<https://www.bethpl.org/about-us/board-of-trustees/>**

**Agenda**

- **Call to order**
- **Public participation**
- **Review previous meeting minutes (p. 2-7)**
- **Financial report (p. 8-16)**
  - **Treasurer's update (p. 8)**
- **Personnel report (p. 17)**
  - **Personnel actions**
- **Director's report (p. 18-23)**
- **UHLS report**
- **New business**
  - **McClellan Group (p. 24)**
  - **Credit card authorized users**
  - **Other new business**
- **Old business**
  - **Board retreat**
  - **Bylaws (p. 25-31)**
  - **Building committee**
    - **Contract (p. 32-66)**
  - **Personnel committee**
    - **Director evaluation process update**
  - **Other old business**
- **Future business**
- **Public participation**
- **Adjournment**
  - **Next board meeting: October 17, 2022 6:00 pm\***
  - **Next Friends of the Library meeting: October 17, 2022 6:30 pm**
  - **\*Meeting takes place on the third Monday of November.**

MINUTES OF THE BOARD OF TRUSTEES MEETING  
BETHLEHEM PUBLIC LIBRARY (BOARD ROOM) **DRAFT**  
Monday August 8, 2022

PRESENT: Harmeet Narang  
Mark Kissinger  
Lisa Scoons  
Michelle Walsh  
Charmaine Wijeyesinghe  
Sharon Whiting, library treasurer

Geoffrey Kirkpatrick, director  
Kristen Roberts, recording secretary (remote)

EXCUSED: Caroline Brancatella  
Sara Patterson

GUESTS: Chris McGinty, assistant director  
Catherine Stollar Peters, assistant director  
Tracey McShane, personnel administrator

President M. Kissinger called the meeting to order at 6:01pm.

#### PUBLIC PARTICIPATION

There was no public participation at this time.

#### MINUTES

Minutes of the 11 July 2022 board meeting were approved unanimously on a MOTION by M. Walsh with a SECOND by C. Brancatella, with H. Narang abstaining.

#### FINANCIAL REPORT

##### *Treasurer's update*

The board noted S. Whiting's treasurer's report. Additional items:

- L. Scoons asked if health insurance was billed in advance of the month. T. McShane said it was likely both billing cycles fell in the same bill schedule because of timing.
- S. Whiting said auditors will return in September to complete the audit following their preliminary work in August.
- S. Whiting said that under warrants, there are some checks issued that say "See Detailed Report" under purchase order number. The accounting system changed the way the report is printed out. "See Detailed Report" means several purchases were paid under that individual check.
- G. Kirkpatrick explained which vendors typically show up on the bill schedule as regular expenses.

- M. Walsh asked why the Upper Hudson payment would have a “See Detailed Report” notation. S. Whiting said the payments aren’t just for membership expenses but also include costs for other digital services managed through Upper Hudson, such as Kanopy.

On a MOTION by C. Wijeyesinghe with a SECOND by L. Scoons, the board unanimously approved the Financial Statement dated 31 July 2022 (Checks disbursed in July 2022 based on pre-approval \$87,467.56; Checks disbursed in July 2022 relating to payroll \$190,151.45; Checks being submitted for approval \$53,695.35; CapProject Fund/Hand-Drawn Checks \$0; Total: \$331,314.36).

#### PERSONNEL REPORT

G. Kirkpatrick provided the board with an amended job status report that included the salary for the confidential secretary position, as well as a request to backfill a vacancy to be left by C. Stollar Peters as either an Assistant Director or Librarian III. Neither of those jobs has an established list, so G. Kirkpatrick said he would like the flexibility to fill it provisionally in a way that best serves the library. The board noted that C. Stollar Peter’s departure is a big loss for the library and wished her well.

C. Wijeyesinghe said she was pleased to see the two new positions approved in the 2022-23 budget moving forward.

On a MOTION by L. Scoons with a SECOND by H. Narang, the board unanimously approved new hires/changes for the following positions:

- Confidential secretary, full-time, permanent, \$44,000/annual or per contract.
- Librarian III OR Assistant Library Director, full-time, permanent, \$68,743/annual OR \$78,287/annual or per contract

#### DIRECTOR’S REPORT

The board noted the director’s report. Additional items:

- G. Kirkpatrick said the library has been lucky to be able to host a lot of the children’s programming outside over the summer. Looking toward fall, those programs will be moving inside to the Community Room with limits on attendance and additional sessions to accommodate demand. Early literacy programs are a top priority so the Community Room will be less available for public use during this time. G. Kirkpatrick asked the board to pass on any comments they may hear about this from the public.
- L. Scoons asked if the library would be continuing virtual programs for adults, as well as recorded versions of those events to provide increased access. G. Kirkpatrick said the Author Talks are an example of that kind of programming.
- The Board Room is available to the public, but it is not as desirable because it is smaller. The fire code limit for the Board Room is 38, but 20-25 is a more comfortable number with furniture.

- L. Scoons asked if there has been a request to use the outside stage and tent. G. Kirkpatrick said there have been some requests, and people are welcome to use it if there isn't a program going on. It is not a bookable space at this time. He noted that when looking at future plans for that outdoor space, it is important that it includes some type of covering. He said that people have been using it all summer long.
- The reopening phases of the pandemic response plan are complete. G. Kirkpatrick said there may be some ups and downs in the future, but overall things seem to be leveling out.
- Most people are not booking the 3D printer to use but rather to learn more about the technology. G. Kirkpatrick said the library would use some of the Krakower-Storch Technology Fund to purchase a Makerbot replacement. M. Walsh asked how long it might take to get the new one in. G. Kirkpatrick said he didn't believe it would be a long wait as they seemed to have some in stock. The cost will be about \$3,500 for the version the library is looking at. H. Narang asked if the library would be purchasing a 3D scanner. G. Kirkpatrick said he would look into it, but past scanners were not user-friendly.
- Summer programs have brought a greater return of people to the library in many months.
- The Thursdays in the Park collaboration with the town has been a very successful intergovernmental partnership.
- The Friends book sale is coming up in September. It will be only one day but with extended hours.
- M. Walsh asked if the library was tracking hold times because she said it felt like some of her holds were taking longer than usual. G. Kirkpatrick said overall circulation is higher right now. C. Stollar Peters said a lot of new and re-orders are not coming in as quickly.
- The retooled Collection Development Policy attempts to address an uptick nationwide in collection challenges by the public. The policy, which will go to the policy committee in the coming days, borrows heavily from language provided by Upper Hudson.
- Circulation is up another 9.5% over last year, approaching pre-pandemic numbers. Door count is up 15% over last year. Computer and WiFi use is up as well.
- There was an increase in gas use last month because of a boiler issue that has since been addressed.
- H. Narang asked if there was a possible reason for the decrease in Young Adult fiction circulation. C. McGinty said it might be because some of those typical readers are moving to electronic formats, including their phones.
- C. Wijeyesinghe asked for an update on the effort to find additional collaborators to provide WiFi within the town. G. Kirkpatrick said Five Rivers has approached the library once again about providing WiFi to the outdoor classroom area. The library had previously gotten a quote that included the cost of trenching the cable and found the cost excessive. New staff at Five Rivers said they would look into whether they could cover the work or the costs. M. Kissinger asked if there were other places they could expand WiFi. G. Kirkpatrick said that the demand could potentially drop in the

future as unlimited cellphone plans become more common. He said he welcomed suggestions from the public and the board for where additional WiFi locations would be appreciated. C. Wijeyesinghe asked if that was something that could be put out in library publicity. G. Kirkpatrick said that there have been suggestions to put it in at the ballfields, but trenching costs make it prohibitively expensive. M. Kissinger said maybe it was something the library could work with the school on.

## UHLS REPORT

L. Scoons said there is no August UHLS board meeting, but the Service Committee is waiting for dates for the construction grant awards. She said she is happy to share any information about the process with her fellow board members. She said she is amazed at what some people put in for grant proposals – from little projects to giant ones. G. Kirkpatrick said that libraries that are not a part of a school district are able to move quickly on their projects.

## NEW BUSINESS

### *Bylaws*

C. Wijeyesinghe said that the policy committee had collected feedback on the bylaws from fellow board members and in consultation with G. Kirkpatrick and had come up with a recommendation for the board to discuss. She said there are some changes that are minor edits and others that are more significant that the board can discuss in the first read-through and revisit in September for a vote.

H. Narang asked if the citizenship requirement was mandated by the state. M. Kissinger said that it was.

M. Walsh asked about the officers and election of officers sections of the document. One would allow the board the flexibility to create officer positions while the other said board members could only vote for one person if two are interested in the same position. She said those statements appeared to cancel each other out.

The policy committee said that the language could be clarified. M. Kissinger noted that while there could be multiple vice presidents, there could be only one president, so there could, for example, be more than one person interested in the presidency, which would necessitate a vote.

M. Kissinger said that the board would need to first decide how many officers it would like to seat for a given year. Then the nominating committee would make its recommendations, but additional amendments could also be made from the floor at that time. L. Scoons said they should add some language to the bylaws requiring the board to vote on the number of officer positions they would like to seat that year before the nominating committee makes a recommendation.

C. Wijeyesinghe said that she wanted to clarify something mentioned at the last meeting after the election had already taken place. She said there was a discussion at that time about the possibility of making updates to the slate in September after the bylaws have been approved.

M. Kissinger noted that the bylaws cannot be voted on at the same meeting they are proposed. C. Wijeyesinghe said that this meeting would be considered the first reading of the proposed changes. She also said that the policy committee wanted to remove the 15-minute public participation timeframe and not be limited to agenda items so that people did not feel constrained. The board retains the authority to limit the time an individual could speak. L. Scoons said that there was language added that also allows people to submit written comments.

M. Walsh asked if remote board participants are still allowed to vote. G. Kirkpatrick said that they are as per the videoconferencing policy that was recently passed.

H. Narang asked if G. Kirkpatrick could look more into the citizenship requirement.

C. Wijeyesinghe said the bylaws note that it should be reviewed every three years. M. Kissinger said he would recommend that the board just put it on the calendar as it doesn't need to be part of the bylaws. G. Kirkpatrick said that state law already requires the review period.

#### *Board retreat*

C. Wijeyesinghe said the board had a retreat last year and will be having additional training in January and February. She asked if there was any interest in a "tune up" retreat given the potential building projects coming up. She said she thinks it is a useful thing for group dynamics. She suggested something for the months of September or October.

G. Kirkpatrick said there will be a board activity of some sort with the architect once the contract is signed.

M. Walsh said that she understands the positive intent of a retreat but feels the upcoming months will be very busy with the Upper Hudson training and building discussions. She said the board should take into account the time constraints of its volunteer members.

M. Kissinger asked when the board activity with the architect would be taking place. G. Kirkpatrick said he expected it to be in October once the contract is signed. M. Kissinger asked if November would be a better month for a retreat. S. Whiting reminded the board that November is when the audit presentation takes place.

The board agreed to circle back to this discussion.

#### *Personnel records digitization*

G. Kirkpatrick said the library periodically sends out its paper personnel files to be digitized as they grow and take up space. In response to a question from C. Wijeyesinghe, C. Stollar Peters said that some personnel records need to be kept for 55 years.

On a MOTION by M. Walsh with a SECOND by C. Wijeyesinghe, the board unanimously approved the proposal from InStream to digitize the library's personnel files at a cost of \$5,350.

#### *Other new business*

M. Kissinger said the board had agreed to revisit the need to close on Friday evenings for the month of September. G. Kirkpatrick said he was pleased to report that a new librarian had been hired to work Friday nights, so the library would be able to resume normal Friday hours in September.

L. Scoons asked if the library had gotten any feedback about the Friday night closing. She noted that she has been in on Friday evenings in the summer and it is pretty quiet. G. Kirkpatrick said there might be a future discussion about Friday nights, which have traditionally the lowest door counts, but he was hesitant to have it during COVID times. He said many area libraries are already closed Friday nights. M. Kissinger said he thinks it could be part of an even bigger discussion about hours.

L. Scoons asked why curbside patrons were not part of the door count. G. Kirkpatrick said the library does periodic surveys to see what the usage is, but the state does not recognize curbside users as part of a door count.

C. Wijeyesinghe asked when the best time to begin that discussion about hours would be. G. Kirkpatrick said he would want to have it at the beginning of the fiscal year.

## OLD BUSINESS

### *Board meeting schedule for 2023*

G. Kirkpatrick said that there was still a question about the April board meeting and potentially moving it a week later to avoid a conflict. M. Walsh said that the board has moved it in the past, and it was appreciated by those with children in school. It also conflicts with Passover.

The board unanimously agreed to move the April meeting from the 10<sup>th</sup> to the 17<sup>th</sup>.

### *Building committee report*

At the last board meeting, the board authorized the library to enter into agreement with Ashley McGraw architects. That contract has been sent to the library's contracts attorney, who has made some notes regarding the contract's boilerplate language. H. Narang will also have an opportunity to review the contract.

C. Wijeyesinghe asked if the conflict of interest regarding G. Kirkpatrick's family member had been resolved. G. Kirkpatrick said that anytime he is talking about the contract, M. Kissinger is copied on all communications.

### *Other old business*

G. Kirkpatrick provided the board with a review of the Long-Range Services plan and where the library is on its implementation.

## FUTURE BUSINESS

C. Wijeyesinghe mentioned the director's evaluation and said the personnel committee should meet in order to get the process moving forward. G. Kirkpatrick said that because there are four people on the committee, it is a quorum and subject to open meetings law requirements and public notice requirements.

C. Wijeyesinghe asked where the board left off on the discussion of a retreat. M. Kissinger said they should continue thinking about it, and once the contract with the architect is final, the timeline will become more apparent. C. Wijeyesinghe asked if it could be put under old business for the next meeting with the potential for the retreat to take place in October.

## PUBLIC PARTICIPATION

A patron sent an email praising staff for their service.

## ADJOURNMENT

On a MOTION by L. Scoons with a SECOND by M. Walsh, the board adjourned the regular meeting at 7:32pm.

Prepared by  
Kristen Roberts, recording secretary

Cosigned by  
M. Kissinger, board president

## **Treasurer's Report September 2022**

### Revenue and Expense Report

On the revenue side, we have received \$22,779 in state aid, or 93%. We also received over \$9,200 in funding from the Friends to offset special programming costs. Expenses are currently on track with last year at this time, and about 4% underbudget, but certain expenses, such as retirement, won't be paid until later in the year.

### Audit

The auditors were here for two days at the end of August for preliminary work and all went smoothly. They will be back during the week of September 26 to complete the audit.

Sharon Whiting CPA  
District Library Treasurer



CASH & INVESTMENTS SUMMARY

AS OF 8/31/22

	<b>BALANCE</b>					<b>BALANCE</b>
	<u>7/31/2022</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>EARNINGS</u>	<u>TRANSFERS</u>	<u>8/31/2022</u>
TD Bank General Fund	1,484,742.46	34,200.84	(154,416.49)	170.95	168,730.35	1,533,428.11
TD Bank Payroll	0.00		(131,269.65)	-	131,269.65	0.00
TD Bank Money Market	1,431,844.08	-		1,025.52	(300,000.00)	1,132,869.60
TD Bank Treasury Bill	1,000,408.26			2,233.28	-	1,002,641.54
TD Bank Capital Project Fund	-	-	-		-	0.00
Key Bank Checking	<u>6,246.52</u>	<u>1,694.40</u>	<u>(101.11)</u>		-	<u>7,839.81</u>
<b>TOTAL:</b>	<u><u>3,923,241.32</u></u>	<u><u>35,895.24</u></u>	<u><u>(285,787.25)</u></u>	<u><u>3,429.75</u></u>	<u><u>-</u></u>	<u><u>3,676,779.06</u></u>

Checks outstanding greater than 90 days old:

General Fund cash balance includes \$ 20,050.00 of Storch Fund money

REVENUE & EXPENSE REPORT

2 MONTHS ENDED 8/31/22

FISCAL YEAR 2022-2023

	ANNUAL BUDGET 2022-2023	YTD ACTUAL 2 MO. ENDED 8/31/2022	Percent YTD 8/31/2022	ANNUAL BUDGET 2021-2022	YTD PRIOR 2 MO. ENDED 8/31/2021	Percent YTD 8/31/2021
Real Property Taxes	4,308,076	-	0.0%	4,172,563	-	0.0%
PILOT	227,724	-	0.0%	219,570	-	0.0%
Fines	2,000	798	39.9%	15,000	2,181	14.5%
Interest on Deposits	6,000	2,161	36.0%	7,500	559	7.5%
Lost Book Payments	2,500	1,761	70.4%	-	1,800	0.0%
Sale of Books	-	-	0.0%	5,000	-	0.0%
Gifts and Donations, Misc	3,500	1,363	38.9%	2,000	127	6.4%
Photocopier	6,500	1,036	15.9%	7,500	934	12.5%
State Aid	24,500	22,779	93.0%	23,170	-	0.0%
Grants	-	-	0.0%	-	-	0.0%
Miscellaneous Income	-	150	0.0%	-	-	0.0%
<b>Total Revenue</b>	<b>4,580,800</b>	<b>30,048</b>	<b>0.7%</b>	<b>4,452,303</b>	<b>5,601</b>	<b>0.1%</b>

EXPENSES

Salaries	2,444,929	373,576	15.3%	2,363,565	348,219	14.7%
Retirement	237,333	-	0.0%	291,089	-	0.0%
Health Insurance	364,700	88,174	24.2%	310,433	53,594	17.3%
Other Benefits	219,538	45,920	20.9%	201,213	44,491	22.1%
Subtotal Salaries & Benefits	3,266,500	507,670	15.5%	3,166,300	446,304	14.1%
Library Materials - Print	290,000	20,501	7.1%	292,000	11,301	3.9%
Library Materials - Electronic & Audio	296,000	15,689	5.3%	269,000	14,318	5.3%
Subtotal Library Material	586,000	36,190	6.2%	561,000	25,618	4.6%
Operations	593,300	47,896	8.1%	601,900	61,130	10.2%
Capital Expenditures	100,000	-	0.0%	125,000	-	0.0%
Contingency	35,000	-		-	-	
<b>Total Expenses</b>	<b>4,580,800</b>	<b>591,756</b>	<b>12.9%</b>	<b>4,454,200</b>	<b>533,053</b>	<b>12.0%</b>

EXPENSES REPORT - DETAIL

2 MONTHS ENDED 8/31/22

FISCAL YEAR 2022-2023

	ANNUAL BUDGET 2022-2023	YTD ACTUAL 2 MO. ENDED 8/31/2022	Percent YTD 8/31/2022	ANNUAL BUDGET 2021-2022	YTD PRIOR 2 MO. ENDED 8/31/2021	Percent YTD 8/31/2021
<b>Salaries &amp; Benefits</b>						
Salaries-Librarians	1,174,134	187,673	16.0%	1,203,711	183,818	15.3%
Salaries-Support Staff	1,108,487	159,195	14.4%	976,846	140,078	14.3%
Salaries-Custodians	162,308	26,708	16.5%	163,595	24,323	14.9%
<b>Subtotal Salaries</b>	<b>2,444,929</b>	<b>373,576</b>	<b>15.3%</b>	<b>2,344,152</b>	<b>348,219</b>	<b>14.9%</b>
Retirement	237,333	-	0.0%	323,103	-	0.0%
Health Ins.	364,700	88,174	24.2%	307,889	53,594	17.4%
SocSec/Medicare	187,038	27,188	14.5%	179,359	26,574	14.8%
Worker's Comp.	20,000	16,656	83.3%	19,000	16,615	87.4%
Unemployment	10,000	-	0.0%	10,000	-	0.0%
Disability Ins.	2,500	2,077	83.1%	1,400	1,303	93.0%
<b>Subtotal Salaries &amp; Benefits</b>	<b>3,266,500</b>	<b>507,670</b>	<b>15.5%</b>	<b>3,184,903</b>	<b>446,304</b>	<b>14.0%</b>
<b>Library Materials</b>						
Adult books	171,000	13,879	8.1%	171,000	5,342	3.1%
Periodicals	19,000	-	0.0%	18,000	100	0.6%
YS Books	85,000	5,411	6.4%	85,000	4,662	5.5%
Special Collections	15,000	1,211	8.1%	18,000	1,196	6.6%
<b>Subtotal Print Materials</b>	<b>290,000</b>	<b>20,501</b>	<b>7.1%</b>	<b>292,000</b>	<b>11,301</b>	<b>3.9%</b>
Audiobooks	23,000	2,860	12.4%	25,000	2,161	8.6%
E-Collections	196,000	9,359	4.8%	156,000	8,876	5.7%
Electronic Resources	27,000	-	0.0%	28,000	-	0.0%
YS Audiobooks	5,000	-	0.0%	7,000	45	0.6%
YS Media	5,000	710	14.2%	5,000	1,177	23.5%
AS Media	40,000	2,760	6.9%	48,000	2,059	4.3%
<b>Subtotal Electronic &amp; Audio</b>	<b>296,000</b>	<b>15,689</b>	<b>5.3%</b>	<b>269,000</b>	<b>14,318</b>	<b>5.3%</b>
<b>Subtotal Library Materials</b>	<b>586,000</b>	<b>36,190</b>	<b>6.2%</b>	<b>561,000</b>	<b>25,618</b>	<b>4.6%</b>
<b>Operations</b>						
Copiers and supplies	15,000	1,585	10.6%	18,000	597	3.3%
Office supplies	20,000	1,657	8.3%	20,000	924	4.6%
Custodial supplies	26,000	148	0.6%	26,000	903	3.5%
Postage	20,000	1,990	10.0%	20,000	1,910	9.6%
Printing & Marketing	35,000	93	0.3%	38,000	446	1.2%
Van lease & oper.	4,000	121	3.0%	4,000	48	1.2%
Gas and Electric	65,000	7,478	11.5%	50,000	10,419	20.8%
Telecommunications	14,000	1,628	11.6%	18,000	1,835	10.2%
Water	3,000	-	0.0%	3,000	-	0.0%
Taxes-sewer & water	3,400	-	0.0%	3,400	-	0.0%
Refund property taxes	7,500	49	0.7%	10,000	-	0.0%
Prof. Services	30,000	-	0.0%	30,000	2,917	9.7%
Contract Services	45,000	621	1.4%	42,000	788	1.9%
Insurance	29,000	-	0.0%	29,000	-	0.0%
Bank Fees	1,400	206	14.7%	-	191	0.0%
Travel/Conference	3,000	747	24.9%	3,000	50	1.7%
Memberships	3,000	-	0.0%	3,000	1,363	45.4%
Special Programs	32,000	(1,649)	-5.2%	35,000	2,419	6.9%
Furniture & Equipment	40,000	4,711	11.8%	40,000	581	1.5%
IT Hardware & Software	42,000	1,318	3.1%	42,000	940	2.2%
Bld & Grnd. Repair	40,000	170	0.4%	40,000	5,353	13.4%
Furn/Equip Repair	2,000	-	0.0%	2,000	-	0.0%
Miscellaneous	6,000	139	2.3%	4,000	1,013	25.3%
Audit Service	24,000	-	0.0%	24,000	-	0.0%
Accounting Service	30,000	14,183	47.3%	15,000	14,010	93.4%
UHLAN fees	53,000	12,701	24.0%	52,000	14,424	27.7%
<b>Subtotal Operations</b>	<b>593,300</b>	<b>47,896</b>	<b>8.1%</b>	<b>571,400</b>	<b>61,130</b>	<b>10.7%</b>
Capital Expenditures	100,000	-	0.0%	100,000	-	0.0%
Contingency	35,000	-	0.0%	35,000	-	0.0%
<b>TOTAL</b>	<b>4,580,800</b>	<b>591,756</b>	<b>12.9%</b>	<b>4,452,303</b>	<b>533,053</b>	<b>12.0%</b>

**DISBURSEMENTS SUMMARY**

CHECKS DISBURSED IN JULY 2022 BASED ON PRE-APPROVAL	\$	40,484.80
CHECKS DISBURSED IN JULY 2022 RELATING TO PAYROLL	\$	191,505.99
CHECKS BEING SUBMITTED FOR APPROVAL	\$	74,787.86
CHECKS BEING SUBMITTED FOR APPROVAL - CAPITAL PROJECT FUND	\$	-

# BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 7: MANUAL DISB (AUG 22) For Dates 8/1/2022 - 8/31/2022



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
40576	08/11/2022	1607	VERIZON BUSINESS FIOS	230013	7,640.46
40576	08/11/2022	1607	**VOID** VERIZON BUSINESS FIOS	230013	-7,640.46
40577	08/11/2022	2137	WEX BANK	230016	86.45
40578	08/11/2022	1607	VERIZON BUSINESS FIOS	230013	199.99
40579	08/11/2022	1584	JOHN LOVE		178.81
40579	08/11/2022	1584	**VOID** JOHN LOVE		-178.81
40580	08/11/2022	1584	JOHN LOVE		178.81
40581	08/18/2022	2087	CITIBANK	*See Detail Report	1,498.84
40582	08/18/2022	1581	UNITED STATES POSTAL SERVICE	230017	1,468.62
40583	08/18/2022	1607	VERIZON BUSINESS FIOS	230013	120.78
40586	08/30/2022	1424	AFLAC NEW YORK		240.34
40587	08/30/2022	1831	CDPHP UNIVERSAL BENEFITS, INC.		22,115.47
40588	08/30/2022	2395	CSEA EMPLOYEE BENEFIT FUND		190.53
40589	08/30/2022	1833	HIGHMARK BSNENY		10,665.71
40590	08/30/2022	720	MVP HEALTH PLAN, INC.		3,324.20
40591	08/30/2022	2061	UNITED HEALTHCARE INSURANCE CO		144.29
40592	08/30/2022	1607	VERIZON BUSINESS FIOS	230013	125.78
40593	08/30/2022	1607	VERIZON BUSINESS FIOS	230013	124.99

**Number of Transactions: 18**

**Warrant Total: 40,484.80**

**Vendor Portion: 40,484.80**

\*See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

\_\_\_\_\_

Date
Signature
Title

# BETHLEHEM PUBLIC LIBRARY

## Check Warrant Report For A - 6: TRUST & AGENCY (AUG 22) For Dates 8/1/2022 - 8/31/2022



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
40575	08/15/2022	712	CIVIL SERVICE EMPL ASSOC INC.		947.99
40584	08/30/2022	712	CIVIL SERVICE EMPL ASSOC INC.		947.99
40585	08/30/2022	1679	METLIFE-TSA CONTRIBUTIONS		200.00
100688	08/15/2022	709	BPL SPECIAL PAYROLL ACCOUNT		64,184.75
100689	08/15/2022	710	NYS INCOME TAX BUREAU		3,701.08
100690	08/15/2022	1946	IRS - PAYROLL TAX PMT		21,218.11
100691	08/15/2022	2003	NEW YORK STATE DEFERRED		2,109.56
100692	08/30/2022	709	BPL SPECIAL PAYROLL ACCOUNT		67,084.90
100693	08/30/2022	710	NYS INCOME TAX BUREAU		3,814.12
100694	08/30/2022	730	NYS EMPLOYEES RETIREMENT SYSTE		3,196.05
100695	08/30/2022	1946	IRS - PAYROLL TAX PMT		21,949.53
100696	08/30/2022	2003	NEW YORK STATE DEFERRED		2,151.91

**Number of Transactions: 12**

**Warrant Total: 191,505.99**

**Vendor Portion: 191,505.99**

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

\_\_\_\_\_  
Date Signature Title

**BETHLEHEM PUBLIC LIBRARY****Check Warrant Report For A - 9: BILL SCHEDULE - SEPT 22 For Dates 9/13/2022 - 9/13/2022**

Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
40595	09/13/2022	1018	ALBANY INSTITUTE HISTORY & ART	230085	200.00
40596	09/13/2022	30	ALBANY PUBLIC LIBRARY-MAIN BR	*See Detail Report	58.94
40597	09/13/2022	1009	AMAZON CREDIT PLAN	230078	966.36
40598	09/13/2022	61	AQUASCAPE DESIGNS LLC	230012	115.95
40599	09/13/2022	77	BAKER & TAYLOR , INC.	*See Detail Report	17,344.96
40600	09/13/2022	1186	BAKER AND TAYLOR ENTERTAINMENT	220603	11.88
40601	09/13/2022	2342	BOOK DEPOT	230051	183.50
40602	09/13/2022	2415	CAROLYN SHAPIRO	230092	150.00
40603	09/13/2022	2411	CHRISTINE SPERO	230069	550.00
40604	09/13/2022	2078	COUNTY WASTE & RECYCLING SERVICE, INC.	230003	238.58
40605	09/13/2022	1434	DELL MARKETING L.P.	230057	14,935.93
40606	09/13/2022	1220	DEMCO, INC	230025	115.39
40607	09/13/2022	1991	EASTERN MANAGED PRINT NETWORK LLC	230004	534.46
40608	09/13/2022	1264	FENIMORE ART MUSEUM SHOP	230084	115.00
40609	09/13/2022	1674	FINDAWAY	*See Detail Report	1,860.13
40610	09/13/2022	1986	FIRSTLIGHT FIBER	230005	188.67
40611	09/13/2022	2361	FUN EXPRESS, LLC	*See Detail Report	1,103.11
40612	09/13/2022	787	GUILDERLAND PUBLIC LIBRARY	230067	34.99
40613	09/13/2022	1930	HEWITT'S GARDEN CENTERS INC.	230058	45.00
40614	09/13/2022	2416	JEFFREY BRISBIN	230091	100.00
40615	09/13/2022	1155	LAKESHORE LEARNING MATERIALS	230047	447.30
40616	09/13/2022	2201	LANE PRESS OF ALBANY	230006	3,395.00
40617	09/13/2022	2261	LIBRARY IDEAS, LLC	230077	539.40
40618	09/13/2022	2048	MAKERBOT INDUSTRIES	230074	4,924.32
40619	09/13/2022	1024	MIDWEST TAPE LLC	*See Detail Report	1,055.86
40620	09/13/2022	2314	NOLAN HELLER KAUFFMAN LLP	230071	2,579.50
40621	09/13/2022	2088	NYSID	230052	131.94
40622	09/13/2022	2412	OLD TIME DANCE BAND	230070	500.00
40623	09/13/2022	1823	OVER DRIVE INC.	*See Detail Report	12,181.76
40624	09/13/2022	450	PHILLIPS HARDWARE INC	230015	14.99
40625	09/13/2022	458	PITNEY BOWES INC	230068	45.59
40626	09/13/2022	984	RESERVE ACCOUNT-PITNEY BOWES	230054	1,000.00
40627	09/13/2022	505	ROEMER WALLENS GOLD & MINEAUX	230094	654.00
40628	09/13/2022	2221	SANDOR SCHUMAN	230040	150.00
40629	09/13/2022	2038	STAPLES BUSINESS ADVANTAGE	230023	120.98
40630	09/13/2022	2154	STERICYCLE, INC.	230008	43.08
40631	09/13/2022	2340	T-MOBILE	*See Detail Report	4,736.55
40632	09/13/2022	2250	TECH LOGIC CORPORATION	230050	141.00
40633	09/13/2022	2241	THE GREENFIELD REVIEW LITERARY CENTER	230056	500.00
40634	09/13/2022	2349	TRAVELING LANTERN THEATRE COMPANY	230083	495.00
40635	09/13/2022	2380	TROY GROUP, INC.	230087	453.86
40636	09/13/2022	2328	UNIFIRST CORPORATION	230009	275.49
40637	09/13/2022	1954	USS SLATER DE 766	230044	75.00
40638	09/13/2022	1968	VERIZON WIRELESS	230010	100.55
40639	09/13/2022	645	W W GRAINGER INC	230011	644.74
40640	09/13/2022	1884	W.B. MASON CO., INC.	230033	429.10

# BETHLEHEM PUBLIC LIBRARY

Check Warrant Report For A - 9: BILL SCHEDULE - SEPT 22 For Dates 9/13/2022 - 9/13/2022



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
Number of Transactions: 46				Warrant Total:	74,487.86
				Vendor Portion:	74,487.86

\*See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

### Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, \_\_\_\_\_ in number, in the total amount of \$\_\_\_\_\_. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

\_\_\_\_\_  
Date Signature Title



September 12, 2022 - Board of Trustee Meeting											
Personnel Report											
Title	Dept.	Current Hours to be Approved	Former Hours if Changed	Salary/Rate	Previous or Current Incumbent	End Date	BOT Approved to Fill	Status	Name	Start Date	Type
<b>Previously Approved to Fill</b>											
Library Clerk PT	Public Services	19 hrs/wk		\$14.17/hour or per contract	A. Greenwood	10/21/2020	11/9/2020				
Library Clerk PT	Circulation Services	15 hrs/wk		\$14.17/hour or per contract	E. Romero	2/28/2021	3/8/2021				
Library Clerk PT	Circulation Services	15 hrs/wk		\$14.17/hour or per contract	A. Russo	8/15/2021	10/12/2021				
Library Page PT	Collection Maintenance	3 hrs/wk	6 hrs/wk	\$13.20/hour	S. Hamilton	12/12/2021	1/10/2022				
Library Page PT	Collection Maintenance	12.8 hrs/wk		\$13.20/hour	M. Mitchel	5/11/2022	5/9/2022				
Librarian 1 FT	Public Services	35 hrs/wk		\$55,529/annual or per contract	S. Berg	7/22/2022	7/11/2022				
Library Assistant FT	Public Services	35 hrs/wk		\$39,604/annual or per contract	N/A - New Position	N/A	7/11/2022				
Confidential Secretary	Administration	35 hrs/wk		\$44,000/annual	New Position	N/A	8/8/2022				
Librarian III OR Assistant Library Director	Administration	35 hrs/wk		\$68,743/annual or per contract OR \$78,287/annual or per contract	C. Stollar Peters	9/2/2022	8/8/2022				
<b>Action Requested</b>											
Library Page PT	Collection Maintenance	12.8 hrs/wk		\$13.20/hour	C. Zeilman	8/15/2022					
Librarian 1 FT	Public Services	35 hrs/wk		\$55,529/annual or per contract	K. Lambert	9/13/2022					
<b>Positions Held</b>											
None											

17

## Director's Report September 2022

### Buildings and Grounds

We received quotes for LED lighting upgrades. Even with new incentives, the cost is significant although there appears to be a fairly quick return on investment, at least on paper. Also included was a very reasonable quote for an electric vehicle charging station. We can look at these separate from any building project, but it might make sense to roll them into any eventual plan.

### Public Services

An online form for booking exhibit spaces is now live for the public. We were unable to force the library calendar software to contort to include this function, but we have designed a form that we believe will work well.

The Studio Makerspace has been busy. With the 3D printer out of commission, the VHS-to-DVD converter seems to be the most popular piece of equipment, although the photo scanner, podcast equipment and video equipment have also been used since reopening. Patron sign-up through the Library Market calendar is working well.

The new 3D printer has arrived and is being tested by staff. New procedures and instructions are being produced. The new printer will be available to the public soon.

### Programs

The Summer Reading Program ended this month. Most of our craft programming for kids and tweens were themed around Oceans of Possibilities. We also attended several community outreach events, including National Night Out, Thursdays in the Park, and our first visit to the Farmers Market for the year

*Design Your Own Temporary Tattoo* - Thirteen teens and tweens attended this program. They used Canva to create their own tattoo designs, then those designs were printed on tattoo paper using one of our inkjet printers. Kate and Lizzie tested the tattoos a few days beforehand.

*August Family Movie* - Sarah showed the 1995 version of "Jumanji." Due to technical difficulties with the projector outdoors, we made the decision earlier in the week to move the movie indoors. Sarah received lots of thanks from parents afterward, possibly due to the nostalgia of being able to bring their kids to see a movie they enjoyed as children. Attendance: 32

*Macrame Plant Hanger* - This program had full attendance of 15, with an additional 10 on the waiting list. Patrons made their own plant hangers, with pots and materials provided. The long waiting list might lead to Sarah running a second identical program in November/December.



*Finding your Roots with Ancestry.com* - Luke presented an overview of Ancestry Library Edition to a large group on Zoom. They worked through different approaches to searching, working with large data sets, exploring the newly released 1950 census, and exporting records for use at home. Attendance: 41

*Climate Change - Impacts, Challenges and Solutions for our Planet* – This was presented by UAlbany Professor of Atmospheric and Environmental Science Mathias Vuille. The speaker was eloquent and knowledgeable, and the audience seemed happy. They also expressed interest in having the same speaker back again or different speakers on comparable topics. Attendance: 17

*Ocean Animal Exploration: Walrus* – Kate presented a story time and craft program with a nonfiction educational slant geared at older children than our traditional family story times. She talked to the attendees about cool walrus facts and read “Walrus Song” by Janet Lawler, which is packed with nonfiction information. Participants listened to a recording of real walrus sounds, learned a song about walruses, and then made walrus paper bag puppets. All of the kids were really engaged and thought that the real walrus sounds were cool. Attendance: 36 (includes 17 registrants and their caregivers)

*Family STEAM Night: Boats that Float* – This was an open-ended engineering activity in which families were encouraged to work together and use the engineering design process to build boats out of a variety of craft materials from our program supply closet. Once their boats were built, they tested them in tubs of water to see if they could float. If the boats floated, they could add fishing weights to the boats, to see how much cargo they could carry. The program also included a short discussion at the beginning about why some things float and other things sink, and why metal sinks but a boat made of metal can float (hint – it has to do with density and displacement). Pictures from the program were shared on Facebook, and families at the program wanted to know when more STEAM programs like this were going to be offered. Attendance: 38 (includes 18 registrants and their families)

*Music and Movement* – Kate and Alex each did one program this month, and parents continued to ask for more early literacy programs, which are coming in September. Attendance was in the 50s and 60s for both programs.

*End of Summer Reading Concerts with Rick Bedrosian* - Anne and Lauren covered both concerts. There was a mix of older adults and families with children. Attendance for the first concert was 40, and the second concert had attendance of 80-plus. The weather was warm, but there was a breeze so it was quite pleasant. Most attendees brought a blanket or chairs to sit on.

## **Outreach**

*National Night Out* - Elm Avenue Park, August 2, 5-8 PM

Chris and Lauren worked this event, and it was busy from start to finish. We used a large Plinko-style prize board, with items left over from prior programs, such as snack containers and cloth bags from the Rubber Ducky Club, take-home craft activities (tacos with googly eyes, robot masks, butterflies, pirates and sea creatures), and coupons for a free book (good until 12/31/22). We also handed out mood pencils, bookmarks, and prize bags. The weather was hot and windy, and the event was very well attended. Attendance: 653.

*Delmar Farmer's Market Pop-Up Tent* - BCSD Middle School, August 27, 9 AM-1 PM

Luke and Chris from the Circulation department worked the pop-up library. They had a total of 16 check-outs, updated 7 cards, and helped 2 new cardholders sign up. Luke brought some prizes and the small prize wheel, which were a hit. Total attendance was 149.

*Thursdays in the Park*

8/4 – Diane Edgcomb's "Trail Mix"; this event was cancelled due to severe weather

8/11 – Playin' with Fire; held at the Henry Hudson Park, attendance was 75

8/18 – The Traveling Lantern Theater Company presents "Camp Ocean"; performers were very engaged with the crowd, getting the children up and moving; attendance was 93

8/25 – Diane Edgcomb's "Trail Mix"; this rescheduled event was cancelled due to severe weather

## **Circulation and Technical Services**

Our major book vendor Baker & Taylor has experienced a cyber attack, which resulted in a total outage of service for the past couple of weeks. We have taken the step of ordering some high demand titles from Barnes and Noble, though those books will come in unprocessed, which means extra tasks for the Technical Services Staff. While they are not yet fully operational as of right now, but their services are partially back on line and some materials are being delivered.

Curbside service is still popular but used less frequently than before. Curbside service decreased by half from this time last year. Curbside represented 7% of total transactions in August 2022, 13% in August 2021, and 45% in March 2021.

## **Continuing Education and Committee Work**

CollectionHQ beginning basics training was attended by most librarians in the Public Services and Technical Services departments.

Lauren, Alex, Luke and Sarah received basic early literacy training so that they can assist with future early literacy programs.

Sarah participated in the UHLS Equity committee meeting to begin identifying competency areas in order to create a training framework/toolkit for UHLS libraries.

Patti viewed the webinar “Sexual Harassment: How to Respond to Customer’s Inappropriate Comments” presented by Ryan Dowd.

Chris participated in the Collaborative Summer Library Program slogan/theme committee listening session.

### **Meetings and miscellany**

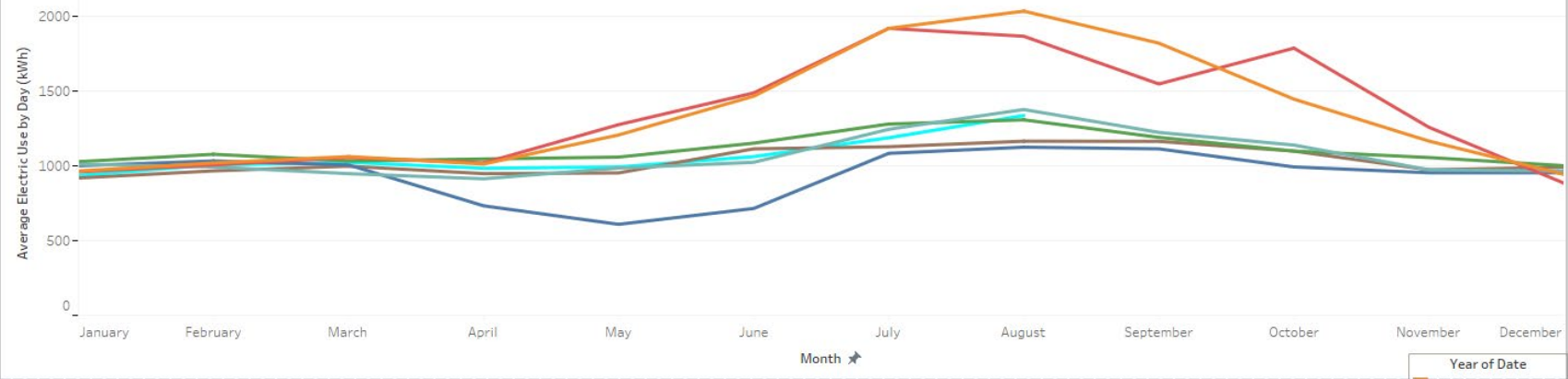
John from the IT department and I have spent time during the past two months investigating remote and public printing solutions. Most of the products we reviewed are not set up to handle the complexities of public printing but we believe we have identified a few solutions that should simplify the workflow and reduce the total number of public printers in the building.

We continue to receive a relatively high number of exam proctoring requests, mostly from patrons outside our district. Staff heard from exam takers that several other (nonacademic) proctoring sites in the area are still not open, thus the increased demand for our services.

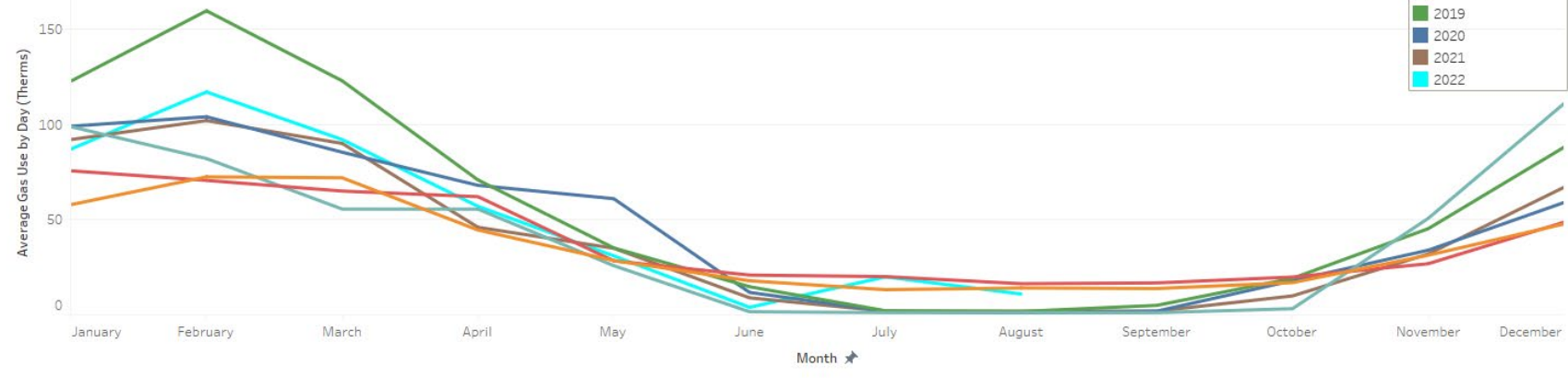
Geoffrey Kirkpatrick, Library Director

Library Collection				2021-22	Current Total
Adult fiction				27,178	26,776
Adult non-fiction				29,397	28,944
Adult audio				5,824	5,723
Adult video				8,563	8,679
Young adult fiction				4,903	4,891
Young adult nonfiction				580	595
Young adult audiobooks				477	484
Children's fiction				28,318	28,513
Children's non-fiction				16,096	15,608
Children's audiobooks				1,651	1,690
Children's video				1,391	1,387
OverDrive - UHLS Shared				114,633	115,929
e-magazines				3,123	4,149
Electronic (games, ereaders)				418	399
Total				242,552	243,767
Library Programs	Aug-22	Aug-21	% change	2021-22	F-Y-T-D
Programs	32	30	6.7%	370	65
Program attendance	1,429	811	76.2%	7,464	2,554
Outreach Programs	4	2	100.0%	59	7
Outreach Attendance	970	573	69.3%	5,523	1,602
Circulation	Aug-22	Aug-21	% change	2021-22	F-Y-T-D
Adult fiction	15,085	12,752	18.3%	143,462	29,938
Adult non-fiction	7,487	6,376	17.4%	78,344	14,862
Adult audio	4,638	4,502	3.0%	54,406	9,331
Adult video	6,117	6,256	-2.2%	76,698	12,535
Adult magazines	1,433	1,465	-2.2%	17,896	2,858
Young adult fiction	2,017	1,922	4.9%	18,283	3,874
Young adult nonfiction	161	123	30.9%	1,423	271
Young adult audiobooks	254	221	14.9%	2,655	514
Children's fiction	13,625	11,432	19.2%	134,624	27,294
Children's non-fiction	3,350	2,586	29.5%	35,166	6,856
Children's audiobooks	1,491	1,231	21.1%	12,961	2,777
Children's video	541	636	-14.9%	7,053	1,072
Electronic (games, ereaders)	762	480	58.8%	6,320	1,566
Total	56,417	49,982	12.9%	588,614	113,204
Interlibrary Loan	Aug-22	Aug-21	% change	2021-22	F-Y-T-D
Borrowed from others	6,914	6,319	9.4%	77,607	13,660
Loaned to others	4,530	4,575	-1.0%	52,068	8,872
Miscellaneous	Aug-22	Aug-21	% change	2021-22	F-Y-T-D
Visits to our home page	43,497	41,670	4.4%	455,145	81,979
Public use of meeting rooms	30	13	130.8%	339	48
Public meeting attendance	243	124	96.0%	4,091	365
Staff use & library programs	37	0	n/a	190	75
Study room sessions	309	172	79.7%	3,279	602
Tech room/ Studio use	12	0	n/a	16	17
Door count	15,642	12,798	22.2%	153,368	30,506
Registered BPL borrowers	115	90	27.8%	931	237
Computer signups	1,075	666	61.4%	9,435	2,008
Museum Pass use	161	144	11.8%	1,166	319
E-book use	5,747	6,071	-5.3%	67,489	11,770
E-audiobook use	3,997	3,830	4.4%	43,805	8,014
E-magazine use	1,066	1,167	-8.7%	14,492	2,208
Streaming video use	1,015	1,165	-12.9%	16,022	2,272
BCSD use via Overdrive	15	124	-87.9%	1,668	35
Equipment	305	255	19.6%	2,524	620
Wireless Use	11,442	8,993	27.2%	103,660	21,856

Recent Electric Usage by Month (2016-2022)



Recent Gas Usage by Month (2016-2022)



**Dates for UHLS sponsored diversity training for the board**

**Thursday 1/19/2023 6pm Board Room – 1<sup>st</sup> session with McLean**

**Thursday 1/26/2023 6pm Board Room – 2<sup>nd</sup> session with McLean**

**Third session with Mary and Tim from UHLS**

**Either Wednesday 2/1/2023 or Thursday 2/9/2023**



**Bethlehem Public Library**  
**451 Delaware Avenue**  
**Delmar, NY 12054**

**BYLAWS**

**Article I—Name**

This organization is and will be known as Bethlehem Public Library, existing by virtue of the provisions of the Absolute Charter Number 9827 granted by the Regents of the University of the State of New York on November 22, 1968, and exercising the powers and authority and assuming the responsibilities delegated to it under said charter. Original charter 2745 was granted by the Regents of the University of the State of New York on September 10, 1931. The charter was amended by the Board of Regents on December 16, 1994 to increase the maximum authorized number of trustees from five (5) to seven (7), and to recite in the charter that the library's service area is coextensive with the Bethlehem Central School District.

**Article II—Mission statement**

Bethlehem Public Library serves the residents of the Bethlehem Central School District and the surrounding Capital Region of Albany, New York. As a leader in the library community, Bethlehem Public Library provides equal and uncensored access to ~~resources in~~ a wide range of information in a variety of formats to enhance and encourage professional growth, lifelong learning, cultural enrichment and quality of life.

**Article III—Board of trustees**

*Description*

The business and affairs of Bethlehem Public Library will be managed and conducted by a board of trustees consisting of seven (7) members elected by the voters of the Bethlehem Central School District.

*Qualifications*

A candidate for the board of trustees must be a resident of the Bethlehem Central School District ~~and~~ at least 18 years of age. Upon election to the board of trustees, a trustee must take the oath of office and without delay, complete a conflict of interest form. Conflict of interest forms must be completed annually.

*Terms of office*

Except for instances of special appointment or election as described in *elections and special appointments* below, terms of office will end on June 30 of the fifth year following election.

*Attendance*

Any trustee who fails to attend three (3) consecutive regular meetings of the board without a valid excuse will be deemed to have resigned as trustee, and the vacancy will be filled in the manner of *elections and special appointments* as described below.

#### *Elections and special appointments*

~~Beginning in 2005, vacancies on the board of trustees will no longer be filled as separate and seat-specific. A~~ A vacant seat that results from the expiration of a full term will be filled by the highest vote-getter from the election related to the annual budget. If an election is held to fill a seat for a full five (5)-year term in addition to a seat for an unexpired term of less than five years, the highest vote-getter will fill the full term, the next highest vote-getter will receive the shorter term.

Vacancies which occur for reasons other than expiration of a full term may be filled by board appointment until the June 30 immediately following the next annual election. At that election, the board member elected to fill the vacancy will serve a partial term beginning on July 1 and ending on the last day of the departed trustee's term.

The board will make every effort to fill a vacancy which occurs more than three (3) months before the next election. A candidate may be appointed by majority vote of the board at a regularly scheduled board meeting, or the board may choose to conduct a formal search by soliciting applications from residents of the community.

#### **Article IV – Officers**

##### *Officers*

The officers of the board of trustees will be ~~a~~ president, ~~a~~ vice-president, ~~a~~ secretary, ~~a~~ treasurer, ~~and the director of the library. an assistant treasurer.~~ The treasurer and director serve as nonvoting officers of the board. In any given year the trustees may create additional vice presidents or other officers.

##### *Election of officers*

At the June board meeting the board will decide the number of officers for the coming year, this will always include at least a president and a secretary.

The nominating committee will present a slate of officers to be elected at the July meeting. Additional nominations may be made from the floor. ~~The vote for officers will be by secret written ballot~~ If two (2) or more trustees have been nominated by the nomination committee or from the floor for the office of president for one office the election will be held by open vote. The same process will govern the selection of other officer positions, when needed. Trustees must achieve a majority of votes in order to be elected as an officer.

##### *Terms of office*

Officers will serve a term commencing from the date of their election until their successors are elected at the next July meeting.

#### *President*

The president will preside at meetings of the board, appoint committees, execute documents authorized by the board, serve as ex-officio member of all ~~committees~~ ~~committees except the nominating committee~~, represent the board before the public if no other person is designated, and generally perform all duties associated with that office. The president cannot serve on the nominating committee.

#### *Vice-president*

The vice-president shall assist the president in the duties noted above. ~~i~~n the event of the absence or disability of the president or a vacancy in that office, the vice-president will assume and perform the duties and functions of the president. Should more than one vice-president be serving in any given year, presidential duties will be performed by the vice-president assigned to these responsibilities.

#### *Secretary*

The secretary will see that a true and accurate record is kept of all meetings of the board, issue notice of all regular and special meetings, ~~sign bank reconciliations, personnel reports, budget change resolutions and transfers~~, and perform other duties generally associated with that office. ~~An assistant secretary may be selected by the board to act for the secretary when the secretary is unavailable.~~

#### *Treasurer*

The treasurer ~~is a board appointed, nonvoting officer of the board.~~ Duties include signing checks, reviewing monthly financial statements, ~~will signing~~ all payroll journals and check warrants ~~monthly financial statements~~ after their approval by the board, and ~~perform~~ performing other duties generally associated with that office. ~~The assistant treasurer will act for the treasurer when the treasurer is unavailable.~~

#### *UHLS representative*

The library board of trustees will recommend a representative to the Upper Hudson Library System board of trustees. A board appointed representative will attend all meetings of the Upper Hudson Library System board of trustees, serve on UHLS standing committees as required, and. This representative will report regularly ~~report~~ to the board on UHLS activities.

### **Article V – Meetings**

#### *Regular meetings*

Regular board meetings will be held monthly, usually on the second Monday. ~~Written notice will be sent to all trustees and a p~~Public notice of these meetings will be posted according to law.

#### *Special meetings*

Special meetings may be called by the secretary at the direction of the president, or at the request of at least two (2) trustees, only for the transaction of business as stated in the call for the special meeting.

#### *July Organizational meeting*

The board meeting in July is the first regular meeting of the fiscal year. In addition to conducting regular business, it is designated for the election of officers, and all other organizational business for the coming year.

#### *Quorum*

A quorum for the transaction of business at any meeting will consist of four (4) in-person trustees. In the absence of a quorum, the trustees present will adjourn the meeting to a date determined and written notice will be sent to all trustees. In special circumstances, a phone or email poll of the trustees may be conducted to enact items of business requiring immediate action. Such actions must be confirmed at the next regular meeting. A trustee may participate in any meeting virtually; however, a trustee's virtual participation shall not count toward a quorum. Trustees shall make their best efforts to notify the President of their intention to participate virtually in a specific meeting at least 24 hours prior to the meeting, absent exigent circumstances.

#### *Executive session*

All regular meetings of the board of trustees are open to the public as specified in New York State Open Meeting Law. Executive session may be held when necessary to discuss litigation, contract negotiation and/or personnel or any other matter allowed by Open Meeting Law. Executive session must be approved in open meeting by a majority vote and the purpose of the session recorded in the minutes of the open meeting.

#### *Agenda*

The business for regular meetings will include, but not be limited to, the following items. The president may vary the order of business.

- Call to order
- Public participation
- Approval of previous month's minutes
- Financial report
- Director's report
- UHLS report

Old business  
 New business  
~~President's report~~  
~~Officers' reports~~  
 Public participation  
 Adjournment

#### *Public participation*

As parts of its agenda, the board will provide two periods for citizen comment at the beginning and end of the meeting, each not to exceed fifteen (15) minutes. The first, at the beginning of the order of business, is available for any concern to be addressed. The second, at the end of the meeting, is reserved for comment related to the meeting's agenda. The board reserves the right to limit the amount of time each citizen may speak. Citizen comment may be submitted in writing or via electronic means to be read at the meeting. Commenters are expected to adhere to the library's Patron Conduct Policy.

#### **Article VI—Committees**

##### *Standing committees*

The president will appoint trustees to serve on any of the four (4) standing committees of the library board: nominating, building, finance and personnel. Other standing committees will be appointed as the business of the board may require. Committees will consist of one or more members and will be considered discharged upon completion of the term of office of the president.

##### *Nominating committee*

A nominating committee composed of two at least (2) members ~~will to~~ be appointed by the president after the ~~school library~~ district election to designate a slate of officers to be elected at the July meeting. The president cannot serve on the nominating committee.

##### *Building committee*

The building committee will periodically inspect the physical plant of the library and report important matters to the board with recommendations for improvements or correction. Trustees on this committee may be called upon to assist in the development and execution of building projects.

##### *Finance committee*

The finance committee will generally oversee the financial affairs of the library. The primary responsibility of this committee will be to work with the ~~director-treasurer~~ and any other designated staff members on the preparation and execution of the annual library budget.

#### *Personnel committee*

The personnel committee will prepare an annual performance evaluation of the director and periodically review with the director the personnel policy, job descriptions and salary structure. Trustees on this committee may assist in the development of materials related to other library positions created by the board of trustees as needed.

All committees will make a progress report to the board as necessary. No committees shall have other than advisory powers unless the board delegates specific power to act on its behalf, pending a subsequent meeting of the board for confirmation.

### **Article VII—Director**

#### *Appointment*

The board will appoint a qualified library director who will be the executive and administrative officer of the library, acting on behalf of the board and under its review and direction.

#### *Responsibilities*

The director will be responsible for: proper specification of duties, direction and supervision of staff; care and maintenance of library property; adequate and proper selection of library materials in keeping with stated policies established by the board; efficient service to the public; and operation within the budget appropriation.

#### *Authority*

The director will have the authority to ~~appoint~~select, promote or dismiss all employees. Such employment actions ~~changes~~ are reported at the next regular board meeting and are subject to approval by the board of trustees.

#### *Board meetings*

The director or the director's designee will attend all meetings of the board of trustees, may participate in discussion and offer professional advice, but cannot cast a vote.

### **Article VIII—Parliamentary authority**

The rules contained in the current edition of *Robert's Rules of Order* will guide the business of the board in all matters to which they are applicable and in which they are not inconsistent with these bylaws.

### **Article IX—Amendments**

These bylaws may be amended at any regular meeting of the board of trustees by a majority vote, provided the amendment has been submitted in writing and included in the meeting materials at at the previous regular meeting. An amendment to the bylaws shall require a public posting and publication through various means.

Adopted: July 12, 1976  
Amended: September 14, 1978  
November 12, 1985  
January 14, 1986  
Reviewed: February 14, 1994  
Amended: October 11, 1994  
August 14, 1995  
Revised: July 16, 2001  
April 14, 2003 (trustee vacancy)  
June 10, 2004 (at-large elections)  
July 11, 2011  
August xx, 2022

Date of next review:

No later than fiscal year 2025

**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Eighteenth day of July in the year Two Thousand Twenty-two

**BETWEEN** the Architect's client identified as the Owner:

Bethlehem Public Library  
451 Delaware Ave  
Delmar NY 12054  
Telephone Number: 518-439-9314

and the Architect:

Ashley McGraw Architects, D.P.C.  
125 East Jefferson Street, 15<sup>th</sup> Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814

for the following Project:

Bethlehem Public Library Feasibility Study and Renovations

Architect's Project No. 22046

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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



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*(Paragraph deleted)*

**ARTICLE 1 INITIAL INFORMATION**

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

§ 1.1.1 The Owner's program for the Project:

*(Paragraph deleted)*

Provide Architectural Services related to the Feasibility Study of the Bethlehem Public Library as outlined in the Proposal dated July 7, 2022 (Exhibit C). The remaining phases: schematic design through construction administration, shall be negotiated and made part of this Agreement through an Amendment to this Agreement.

§ 1.1.2 The Project's physical characteristics:

1. Demolish the 59 Borthwick house and investigate potential new uses.
2. Add a large auditorium type space to the library outside the existing footprint (250 person capacity).
3. Redesign and potential relocation of the parking area and building entrance.
  - a. Parking renovations are to include remediation of the icing problems on the plaza.
4. Abate the popcorn ceiling containing asbestos in the hallway.
5. Address interior fit and finish for the library.

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

To be determined.

§ 1.1.4 The Owner's anticipated design and construction

*(Paragraphs deleted)*

schedule is as set forth in the Proposal's Preliminary Project Timeline attached as Exhibit C.

Init.

/

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

*(Paragraph deleted)*

Competitive bid

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

None known at time of Execution of this Agreement.

§ 1.1.6.1 Intentionally omitted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Geoffrey Kirkpatrick  
Bethlehem Public Library  
451 Delaware Ave  
Delmar NY 12054  
Telephone Number: 518-439-9314

§ 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:

None known at time of Execution of this Agreement.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(Paragraphs deleted)*

- .1 Geotechnical Engineer: None known at time of execution of this Agreement.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Susanne Angarano ASID, CID, WELL AP  
Principal  
Ashley McGraw Architects, D.P.C.  
125 East Jefferson Street, 15<sup>th</sup> Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814  
E-mail address;

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services (which may be changed by mutual agreement):

- .1 Visioning and Programming:

Vaysen Studio  
125 East Jefferson Street, 15<sup>th</sup> Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814 ext. 176

- .2 Landscape Architecture:

Keplinger Freeman Associates LLC  
6320 Fly Road Suite #109  
East Syracuse, New York 13057  
Telephone Number: 315-445-7980

- .3 Mechanical, Electrical, Plumbing and Fire Protection Engineer:

Init.

Sage Engineering Associates, LLP  
 9 Columbia Circle  
 Albany, New York  
 Telephone Number: 518-453-6091

§ 1.1.11.2 Consultants retained under Supplemental Services:

None known at time of execution of this Agreement

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

As outlined in Exhibit C.

§ 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 Intentionally deleted.

*(Paragraph deleted)*

**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. The Architect shall render decisions in a timely manner pertaining to issues submitted by the Owner, and/or Contractors in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services and/or the Project Work.

§ 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 insurance as outlined in Exhibit A, Architect's Insurance Coverage Summary, 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.

*(Paragraphs deleted)*

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and 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. The Architect shall review available drawings and other documents depicting existing conditions of the Project site to determine site conditions. The Architect shall consult with the Owner to ascertain the Owner's needs and to establish the Owner's requirements for the Project. The Architect shall review the design objectives and constraints, performance requirements and budgetary limitations provided by the Owner, and advise the Owner whether or not those requirements are appropriate to meet the Owner's needs.

§ 3.1.3 As soon as reasonably 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, and confirmed in writing, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The parties understand that certain aspects of the Project schedule are beyond the control of either party (i.e. SED review of submittal documents; SEQRA approval). Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Owner and the Architect.

§ 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. In the event the Architect objects to an Owner's directive or substitution, Architect shall immediately notify Owner in writing, and the Parties shall then reach a mutual understanding before Work proceeds. The Owner shall defend, indemnify and hold the Architect harmless from any claims or demands arising out of a directive or substitution made against the Architect's advice.

§ 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.

§ 3.1.7 Intentionally deleted.

§ 3.1.8 Intentionally deleted.

§ 3.1.9 The Architect hereby represents to the Owner the following: (a) that the Architect is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (b) that Architect is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (c) that Architect is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required under this Agreement and the Project itself; (d) that Architect's execution of this Agreement and its performance of it is within its duly authorized powers; and (e) that Architect's duly authorized representative has visited the Project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be

performed. Architect agrees that the representation in this Subparagraph 3.1.19 shall survive the execution and delivery of this Agreement.

§ 3.1.10 Whenever reasonably requested by the Owner during the term of this Agreement, and as part of the Basic Services hereunder, the Architect shall attend meetings of the Owner's Board of Education to advise its members concerning the progress of the Project.

### § 3.1A FEASIBILITY PHASE SERVICES

§ 3.1A.1 The Architect shall identify existing conditions and problems, provide recommendations with Architect's opinion of probable cost, and assist the Owner in determining priorities based on the Owner's needs and selecting scope to be included as part of this Project. The Architect's assessment of existing conditions is based only on visual survey, and no destructive testing, removal, demolition, or disassembly of any part of the buildings will be performed under this Agreement. Feasibility Study Scope further outlined in Exhibit C.

§ 3.1A.2 The Architect shall be compensated for the Feasibility Phase Services as specified in Article 11.

### § 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 discuss with the Owner 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 discuss with the Owner 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 a written, itemized opinion of probable 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 opinion of probable 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 opinion of probable 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 opinion of probable 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 opinion of probable 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 in accordance with the General Municipal Law; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner 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.

*(Paragraphs deleted)*

## § 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. All references to AIA Documents A201-2017 shall mean such General Conditions as they may be modified by the Owner in the Supplementary General Conditions or otherwise. Any change or modification of those General Conditions shall not be binding upon the Architect without its written consent, which consent shall not be unreasonably withheld.

§ 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 60 days after the date of Substantial Completion of the Work.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the 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, and thereafter demand work that is in conformance with 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 provided, however, that the Architect must obtain the Owner's prior written approval of any such special inspection or testing. 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, as needed, interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 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 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 and the Agreement with the Owner.

§ 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, or give the reasons for its refusal to certify, the amounts due the Contractor. 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 general 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 review 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 take 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 review 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 with reasonable promptness. 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 On behalf of the Owner, the Architect shall:

- .1 conduct site visits 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 site visit indicating that, to the best of the Architect's knowledge, information, and belief as in Section 2.2, the Work generally complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visits 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 Supplemental are not included in Basic Services but

*(Paragraphs deleted)*

Owner and Architect may determine that there are Supplemental Services required for the Project. Compensation for Supplemental Services shall be negotiated and agreed upon in writing prior to the rendering of any such services.

*(Table deleted)*

*(Paragraphs deleted)*

### § 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 in excess of three (3);
- .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;
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Providing services made necessary by the termination or default of a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or a Contractor under a Contract for Construction; or
- .13 Providing any services for work off of the project site or outside the Owner's property boundaries not specifically included in the Architect's scope of services

§ 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.
- .6 Providing services to investigate existing conditions of facilities or to make measured drawings thereof; or,
- .7 Providing planning surveys, environmental or comparative studies of prospective sites.

§ 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 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect during construction
- .3 One ( 1 ) observation 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 ) observation 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 90 days after the date of Substantial Completion of the Work 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 the mutually agreed upon timeframe and Section 3.6.1.3 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 complete 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. Owner may change the designated representative after written notice to the Architect.

§ 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.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 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 where necessary for the completion of the work.

§ 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.

§ 5.10.1 The Owner shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction which the Project is located such insurance as will protect the Owner and its property from all risks, hazards and liabilities in the minimum amount of the initial Construction Cost plus the value of subsequent modifications and the costs of furniture, fixtures, equipment supplied or installed, whether as part of the Work or pursuant to any other agreement comprising total value for the entire Project at the site, on a replacement cost basis. The insurance shall cover portions of the Work stored off site and all material or supplies to be incorporated into and made a part of the Work in transit. The insurance shall include as named insured the Owner and shall insure against loss from fire, including extended coverage, malicious mischief, collapse, flood, earthquake, testing and damage resulting from defective design or materials.

§ 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. In addition, a mutually agreed upon allowance for contingencies (both design and construction) shall be included for market conditions at the time of bidding and for changes in the Work during construction. 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 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 opinion of probable Cost of the Work and updated opinion of probable 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 opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing detailed opinion of probable Cost of Work, as appropriate for the level of the design, 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 opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the (State Education Department approves the plans and specifications for the project) OR 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 opinion of probable 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, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3, except to the extent such modifications are due to the Architect's negligent acts or omissions.. 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 Owner acknowledges that the documents and data prepared by the Architect and the Architect's consultants for the Project are instruments of the Architect's and its consultants' professional services. Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Owner shall obtain an irrevocable license to use the latest version of the design prepared by the Architect and/or its consultants for the Project and shall be entitled to receive the documents described in §7.2.1 below. This conveyance shall not deprive the Architect or its consultants of the right to retain electronic data or reproducible copies of the design documents or the right to reuse information contained in them in the normal course of the Architect's or its consultants' professional activities. The Architect or its consultants shall be deemed the author of such electronic data or documents, shall retain all rights, and shall be given appropriate credit in any public display of such documents.

§ 7.2.1 At the conclusion of this Agreement with the Owner, upon final payment for the Architect's services, the Architect will deliver the following documentation to the Owner for their records:

1. The final version of the contract documents prepared by the Architect, including:
  - a. PDF copies of the Construction Documents, Specifications, and Addenda related to this project; and
  - b. Electronic drawings in their native format depicting either a 3-Dimensional or 2-Dimensional representation of this project in accordance with Exhibit B, "Electronic Drawings Release Terms and Conditions";

§ 7.2.1.1 The Architect will maintain ownership and copyright over the electronic drawings and digital media. The Owner is granted an irrevocable license to use such electronic drawings to the extent such use is consistent with the terms and conditions of this Agreement.

§ 7.3 The Owner shall not use or authorize any other person to use the documents and other instruments of service on other projects or for additions to this Project, without the Architect's written permission. The Owner may use and may authorize other persons to use the documents and other instruments of service to make renovations and repairs to the Project. Any reuse of documents and other instruments of service to complete, renovate, or repair this Project without the Architect's professional involvement will be without the certificate, seal, or other identification of the Architect or the Architect's consultants and will be at the Owner's sole risk and without liability to the Architect or its consultants for such use. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, agents and employees or any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, arising out of or resulting from the authorized or unauthorized reuse of documents or other instruments of service by Owner or any other person or entity that acquires or obtains these documents from or through the Owner without the involvement of the Architect.

*(Paragraph deleted)*

§ 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.

§ 7.5 Except as otherwise stated in this Agreement, 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 3 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, but only to the extent of actual recovery of any property insurance proceeds applicable to such damage. 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. Consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

### § 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, will be arranged by the parties by consent including selection of the mediator, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association 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 commencement of a lawsuit but, in such event, mediation shall proceed in advance of such suit, 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.

§ 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. Written agreements reached in mediation and signed by the parties 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:

*(Paragraphs deleted)*

Litigation in a court of competent jurisdiction in Albany County, New York.

### § 8.3 CONTINUATION OF OBLIGATION

Pending the resolution of any disputes, the Architect shall continue to perform its obligation pursuant to this Agreement and the Owner shall continue to make payment of all amounts due to the Architect.

*(Paragraphs deleted)*

### § 8.4 LIMITATION OF LIABILITY

The Owner and the Architect recognize the relative risks and benefits of the Project to both parties. The risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and its consultant(s) to the Owner for claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes, arising out of, resulting from or in any way related to the Architect's or its consultant's negligent acts, errors or omissions, so that the total aggregate liability to the Architect and its consultant(s) shall not exceed the amount of insurance proceeds then available to the Architect. It is intended that this limitation applies to any and all liability or causes of action described herein, regardless of the legal theory alleged, unless otherwise prohibited by law.

## 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. The equitable adjustment to the Architect's fees shall include all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project for preparation of documents for storage, maintaining project related space and equipment pending Project resumption, and making any necessary revisions to comply with new or differing Project requirements at the time of resumption.

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

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

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

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

**§ 9.7***(Paragraphs deleted)*

Intentionally deleted.

**§ 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 State of New York.

**§ 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 as modified by the Owner with the Architect's written consent.

**§ 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.

§ 10.10 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect against all claims, actions, liabilities, losses, damages, or costs, including reasonable attorney's fees and all other costs of defense to which the Architect may be subjected, or which the Architect may suffer, which were caused in whole or in part by negligent or intentional acts of the Owner or any of their contractors, or anyone retained or employed by the Owner, in the performance of its work for this Project, or from the failure to comply with any of the provisions of its contract or the law, except to the extent caused by the negligent acts or omissions of Architect.

§ 10.11 The parties agree that when satisfactorily identified, a copy of this Agreement accurately reproduced from an electronically stored executed version hereof shall be admissible in evidence as an original in all legal proceedings between them regardless of whether a paper original is available. The introduction of a reproduction does not preclude admission of the original.

**ARTICLE 11 COMPENSATION**

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

*(Paragraphs deleted)*

Pursuant to Article 3.1A, feasibility services will be provided for a fixed fee of Forty Eight Thousand Nine Hundred Ninety and 00/00 Dollars (\$48,990.00) plus reimbursable expenses. Fixed fee for the Architect's Basic Services for Schematic Design through Construction phases shall be calculated per the percentage table below of the final approved construction cost.

\$1 - \$1,999,999.00	9%	(based on construction cost)
\$2,000,000 - \$3,499,999.00	8.75%	(based on construction cost)
\$3,500,000 - \$9,999,999.00	8.5%	(based on construction cost)
Above \$10,000,000.00	7.75%	(based on construction cost)

§ 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:

*(Paragraph deleted)*

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit D or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 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:

*(Paragraph deleted)*

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit D or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 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

*(Paragraphs deleted)*

fifteen percent ( 15.00 %).

§ 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	twenty	percent (	20	%)
Design Development Phase	thirty	percent (	30	%)
Construction Documents Phase	twenty-five	percent (	25	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Table deleted)

(Paragraph deleted)

§ 11.6 Intentionally deleted.

§ 11.6.1 Intentionally deleted.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit D. Note, this schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

(Table deleted)

**§ 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing of plan approval set and bid set and all other printing, reproductions, plots, and standard form documents as requested by the Owner;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner's prior written approval, the Architect and 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;
- .7 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .9 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 fifteen percent ( 15.00 %) 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

(Paragraphs deleted)

coverages.

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

Init.

§ 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.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below,.

6.00 % per annum

§ 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 Architect’s Expenses and hours pertaining to this Project shall be kept in accordance with generally acceptable accounting standards for architects, which standard shall be consistently applied. Said records shall be available to the Owner or its authorized representative for inspection and copying during regular business hours for three years after the date the Owner accepts the Project..

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§12.1 POST OCCUPANCY METRICS

The Owner agrees to provide up to 18 months post-occupancy energy usage data, as requested by the Architect, to measure actual consumption.

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
- .2  
(Paragraphs deleted)  
Architect’s Insurance Coverage Summary (Exhibit A)  
(Paragraphs deleted)
- .3 Electronic Drawing Release Terms and Conditions (Exhibit B)
- .4 Architect’s Proposal and Scope of Services (Exhibit C)
- .5 Architect’s Hourly Rate Schedule (Exhibit D)

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

*Susanne Angarano*

OWNER (Signature)

ARCHITECT (Signature)

Susanne Angarano, ASID, CID, WELL AP  
Principal

(Printed name and title)

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

## EXHIBIT A

## ARCHITECT'S INSURANCE COVERAGES

Certificates of Insurance evidencing the following coverages will be delivered to the Owner upon the execution and delivery of this Agreement.

All Policies, except Architect's Professional Liability, are on an occurrence basis. Claims-made policies will not be provided, except for errors and omissions or professional liability coverages.

COMMERCIAL GENERAL LIABILITY: Limit \$1,000,000 per occurrence/  
\$2,000,000 annual aggregate

Endorsements: contingent liability/subcontractors' operations;  
products and completed operations;  
broad form property damage including coverage  
for X-C-U hazards of explosion, collapse, and  
damage to underground property

BUSINESS AUTOMOBILE LIABILITY: Combined single limit \$1,000,000;  
covering owned, non-owned, and hired vehicles

UMBRELLA/EXCESS LIABILITY: Limit \$5,000,000 per occurrence/  
\$5,000,000 aggregate

WORKER'S COMPENSATION: NYS Statutory Limits  
EMPLOYER'S LIABILITY: Bodily injury -  
- by accident \$1,000,000 each accident  
- by disease \$1,000,000 policy limit  
- by disease \$1,000,000 each employee

ADDITIONAL INSURED: Bethlehem Public Library on a primary,  
non-contributory basis

ARCHITECT'S PROFESSIONAL LIABILITY: Limit \$2,000,000 per claim/  
\$2,000,000 aggregate

## EXHIBIT B

## ELECTRONIC DRAWINGS RELEASE TERMS AND CONDITIONS

1. The electronic drawings, which are being provided in their native format, are provided as a convenience to the Owner for informational purposes only. The electronic drawings do not replace, modify, or supplement the Contract Documents for the Project. The electronic drawings are not part of the Contract Documents.

2. The electronic drawings are not, nor shall they be construed to be a product or goods and the Architect providing the electronic drawings is not, nor shall it be construed to be, effecting a sale or transfer of a product or good. There are no warranties, either express or implied, of any kind in such electronic drawings or in the media in which they are contained, by the Architect, its consultants or their subconsultants. Any and all warranties are specifically disclaimed by the Owner, Architect, its consultants or subconsultants.

3. Owner accepts the electronic drawings unsigned and unsealed. The electronic drawings are stripped of all Architect's defining information including, but not limited to, logos, title blocks, signatures and copyright. The electronic drawings are provided "as-is" in the format they are customarily and routinely maintained by Architect at the end of project close-out (concessions are not given to downgrading or upgrading to a different software release).

4. If any differences exist between the Contract Documents and the electronic drawings, the information contained in the Contract Documents shall take precedence over the electronic drawings and the Owner shall not rely on the electronic drawings as an accurate reproduction of the Contract Documents or as depicting the 'as-built' condition of the project Contract Documents. The Architect is not responsible for the accuracy of the electronic drawings nor shall they be considered an accurate reflection of the building conditions; existing, new or otherwise.

5. Owner shall not add to, modify, or alter in any way, or allow others to add to, modify, or alter in any way, the electronic drawings, except as may be permitted in writing by the Author(s) of such electronic drawings.

6. The electronic drawings are supplied in the following format: **Revit**. Owner acknowledges that the media in which any electronic drawings are transmitted can deteriorate over time and under various conditions. The Architect is not and shall not be held responsible for such deterioration. In addition, any conversion of the format after being supplied is solely the responsibility of the Owner. Owner acknowledges that the conversion of electronic drawings from the format provided by the Architect to some other format may introduce errors or other inaccuracies or inconsistencies within the electronic drawings themselves or as compared to other project related data, drawings or information. Owner therefore shall confirm the accuracy of the electronic drawings before using them for any purpose. Owner accepts all responsibility for any errors, inaccuracies or inconsistencies and releases the Architect, its consultants, and subconsultants from any liability or claims for recovery of damages or expenses arising out of or related to such errors, inaccuracies or inconsistencies.

7. The electronic drawings were prepared for use in connection with this project only and the Owner shall not use, or allow others to use, the electronic drawings, in whole or in part, for any purpose or project other than as set forth in the Agreement for services between Owner and Architect.

8. Owner waives any and all claims and liability against the Architect, its consultants, and subconsultants resulting in any way from any failure by Owner to comply with these terms and conditions, or to a defect, error, omission or inconsistency in the electronic drawings or the information contained therein.

9. Owner shall provide a copy of this Exhibit to any entity to whom it provides the electronic drawings, and to require those entities who use any of the electronic drawings for any purpose to comply with these terms and conditions, and to require those entities to do the same should further disclosure be made by them to other parties. Use of the electronic drawings constitutes acceptance of these terms and conditions by any and all users of the electronic drawings, including Owner.

10. These terms and conditions for providing the electronic drawings do not create any cause of action of any kind in favor of the Owner, its subcontractors, suppliers, or any third party against the Architect, Architect's consultants, or subconsultants.

11. All terms not explicitly defined in this Exhibit shall have the same meaning and definition as provided in the Agreement for services between Owner and Architect.

# ASHLEY MCGRAW



55

July 8, 2022

Bethlehem Public Library  
Attn: Geoffrey Kirkpatrick  
451 Delaware Ave, Delmar NY 12054

Re: Architectural & Engineering Services for Bethlehem Public Library Renovation

To Mr. Kirkpatrick:

We are pleased to provide this proposal for the Bethlehem Public Library Feasibility Study. Our overall project understanding is outlined below and the Feasibility Study service items follow thereafter.

### **Project Understanding:**

Provide Architectural and Engineering Services for the renovations of Bethlehem Public Library. Project scope is to include the following items:

1. Demolish the 59 Borthwick house and investigate potential new uses
2. Add a large auditorium type space to the library outside the existing footprint (250 person capacity)
3. Redesign and potential relocation of the parking area and building entrance
  - a. Parking renovations are to include remediation of the icing problems on the plaza
4. Abate the popcorn ceiling containing asbestos in the hallway
5. Address interior fit and finish for the library

### **Feasibility Study:**

To define the above scope and develop design options as applicable for each, along with exploring potential additional scope options, resulting in visualizations of design options, probable costs, and recommendations for project scope to be implemented.

- Facility Needs Assessment
  - Building conditions review & assessment (Architectural, MEP/FP engineering, and site. Site assessment to include newly purchased adjacent property, building is slated for demolition)
  - Review in detail 2021 Master Plan, and any other existing testing or assessment documents
  - Field measurement & base BIM Revit model creation
- Library Visioning & Programming
  - Meet with library staff to assess current and desired space program
  - Review and test 2021 Master Plan with Library leadership
  - Set project goals/guiding principles
- Community engagement
  - Assumption is that during the study, Library leadership will provide design feedback. Community engagement will begin once the project moves beyond Feasibility Study Phase.

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- Design Options Development:
  - Overall project concept development (Architectural, MEP/FP engineering, Site)
  - Basic cost development and refinement, phase scenario development
  - Plan and 3D diagram representation of scope
  - 3-4 Interior and/or exterior renderings of design concept
    - Note: any further renderings beyond the 4 noted above will require an additional fee of \$2,000 per rendering
  - Recommendation of project scope (all one project or first and subsequent projects for implementation)
- Feasibility Study Deliverable
  - Outlining the process and findings including all recommended scope and design options
  - Meeting with BPL Liaison to recommend timing of anticipated phases in correlation with grant applications and bond vote
  - Preliminary coordination with SHPO requirements

**Feasibility Study Schedule:**

- 10 weeks from time of notice to proceed (anticipate summer 2022)

<b>Feasibility Study Fee</b>	<b>\$48,990</b>
Note: Fee above reflects Study Fee only; Project fee for Design and Construction Administration Phases is outlined in the table on page 3 below	
<b>Consultant team for this phase of the project:</b> Ashley McGraw Architects (architecture) Vaysen Studio (visioning & programming) Sage Engineering (MEP/FP) Keplinger/Freeman Associates (site)	
<b>ADDITIONAL SERVICES:</b>	
<ul style="list-style-type: none"> <li>• Community-wide engagement sessions</li> <li>• Community-wide survey</li> <li>• Community outreach (website development, meeting with individual community influencers, etc.)</li> <li>• Professional cost estimating services</li> <li>• Professional renderings of beyond the 4 provided in base scope</li> <li>• Topographic &amp; Boundary Survey</li> </ul>	
<b>REIMBURSABLE EXPENSES:</b>	
<ul style="list-style-type: none"> <li>• HazMat testing and assessment (it is anticipated that some additional testing may be required for Library structure upon review of existing HazMat report, and it is anticipated that testing will be required for the building slated for demolition on the newly purchase adjacent site)</li> <li>• Structural engineering assessment (typically for existing conditions assessment, architectural review of the structure is sufficient. Should something of concern</li> </ul>	



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- be observed, a recommendation for a structural engineering assessment will be provided)
- Specialty Printing (mounted renderings, large format prints, banners, etc.)
  - Travel
    - Mileage at IRS rate
    - Lodging, meals, and incidentals over \$10 at cost plus 10%.
  - Government fees
  - Legal services directly in service to project

Based on our conversation on June 2, 2022, the purpose of the Project Planning/Concept Study phase is to produce an understanding of how to proceed with design and construction. Correspondingly, the design phases will advance upon completion and approval of the study. Once approved, the project is anticipated to proceed as one design project with a multi-phased construction period. Please note that in moving forward with design, the project will have completed approximately 50% design at the time of the bond vote in May 2023. The schedule and milestones listed below are based around this assumption.

An alternative path discussed for project delivery is to proceed with multiple project phases with associated construction phases over an extended period. Should this path be desired, the schedule/milestones will be revised.

**Anticipated Design and Construction Project Milestones:**

- Schematic Design: end of September 2022 – end of December 2022 (12 weeks)
  - Start upon approval of feasibility study phase
  - Two-week review period between phases
- Design Development: January – mid-April 2023 (14 weeks)
- Construction Documents: end of April – end of July 2023 (12 weeks)
  - Bond vote: May 2023
- SED submission: end of July 2023
  - SED review period ranges from 8-20 weeks
- NYS Library Construction Grant Application Submission: September 2023 or September 2024
- Bidding & Construction Award: TBD based on SED review period
- Construction Administration: construction start TBD based on SED review period (duration depending on phasing)
- Note: per our discussion 6/2/22, it is possible that some early packages could be developed, i.e. for the demolition of the building on the adjacent property not subject to SED review (to be verified). This will be determined as part of the Project Planning/Concept Study phase.

**Fee table for design and construction administration**

\$1 - \$1,999,999	9% (based on construction cost)
\$2,000,000 - \$3,499,999	8.75% (based on construction cost)
\$3,500,000 - \$9,999,999	8.5% (based on construction cost)
Above \$10,000,000	7.75% (based on construction cost)

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**Consultant team included for design and construction phases:**

Ashley McGraw Architects (architecture & interior design)  
Sage Engineering (MEP/FP engineering)  
Keplinger/Freeman Associates (site design)  
Ryan Biggs | Clark Davis (structural engineering)  
Trophy Point (cost estimating)

**Consultant team for services provided as reimbursable expenses:**

Energy & Environment (hazmat/environmental design)  
Vaysen Studio (furniture design)

If you have any questions about this proposal or would like to discuss any part of it, please do not hesitate to give me a call. Thank you for the opportunity to continue to do business with you.

Sincerely,



**Susanne Gruening Angarano ASID, CID, WELL AP**

Principal | Ashley McGraw Architects, D.P.C. | Vaysen Studio



**ASHLEY MCGRAW ARCHITECTS, D.P.C.**  
***Hourly Invoicing Rates***

<b><i>Title</i></b>	<b><i>Rate Per Hour</i></b>
<b>Principal</b>	<b>\$250.00</b>
<b>Senior Project Manager</b>	<b>\$175.00</b>
<b>Project Manager</b>	<b>\$150.00</b>
<b>Senior Architect</b>	<b>\$165.00</b>
<b>Architect</b>	<b>\$130.00</b>
<b>Senior Interior Designer</b>	<b>\$135.00</b>
<b>Interior Designer</b>	<b>\$100.00</b>
<b>Design Technologist</b>	<b>\$120.00</b>
<b>Designer</b>	<b>\$100.00</b>
<b>Project Administrator</b>	<b>\$ 95.00</b>

Please note that this schedule is subject to annual change. Notification will be given when changes occur and communicated to our clients in writing, via formal announcements or invoices, as deemed appropriate.

**ADDENDUM TO AIA B101-2017 STANDARD FORM AGREEMENT  
BETWEEN OWNER AND ARCHITECT**

This **ADDENDUM TO AIA B101-2017 STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT** (this “Addendum”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **BETHLEHEM PUBLIC LIBRARY** (hereinafter referred to as “Owner”) and **ASHLEY MCGRAW ARCHITECTS, D.P.C.** (hereinafter referred to as “Architect”) pertaining to that certain AIA B101-2017 Standard Form Agreement dated as of July 18, 2022 for the project known as Bethlehem Public Library Feasibility Study and Renovations (hereinafter referred to as the “Project”) located in Delmar, New York (the “Agreement”).

RECITALS

**WHEREAS**, the parties have entered into an Agreement for design of the Project; and

**WHEREAS**, the parties have negotiated several changes, additions and modifications to said Agreement, and desire to evidence the same in writing under Section 13.2;

**NOW, THEREFORE**, for the considerations contemplated with the original Agreement for the design of the Project, and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated in and made a part of this Addendum as if set forth at length in this Paragraph.

2. Amendments to Body of Agreement. The Several Sections of the Agreement referenced below, are hereby amended as follows:

**Section 2.3** – The following sentence is added at the end of Section 2.3:

If a representative has not been identified, then the representative shall be the principal signing this Agreement.

**Section 3.1** – The following sentence is added at the end of Section 3.1:

It is expected that the Architect shall be responsible for designing and inspecting all of the Work and shall not be relieved of such responsibility, even if the Architect delegates design and inspections to consultants, or to the Contractor, or to outside testing entities.

**Section 3.1.3** – the second sentence of Section 3.1.3 is amended to read in its entirety as follows:

As applicable under the scope of the Architect’s services described in Article 1, as the same may be amended, the schedule initially shall include anticipated dates for delivery of

documents during the schematic design, design development, and construction documents phases, and the anticipated dates for construction administration services, commencement of construction and for Substantial Completion of the Work.

**Section 3.1.5** – The following sentence is inserted at the beginning of Section 3.1.5:

The Architect shall review laws, codes and regulations applicable to the services rendered and design the project in accordance with the requirements imposed by all governmental authorities.

**Section 3.1.10** – The following sentence is inserted at the beginning of Section 3.1.10:

The Architect shall consult with the Owner, conduct and attend project meetings, and prepare minutes of same, communicate with members of the project team, and issue progress reports to Owner.

**Section 3.1.11** - A new Section 3.1.11 is added to the Agreement, reading as follows:

The Architect shall be a representative of and shall advise and consult with the Owner during the entire construction process, until one (1) year after the Work is completed and the Project is accepted by the Owner. The Architect shall report to the Owner in writing known deviations in the work from that required by the contract documents and from the most recent construction schedule submitted by Contractor.

**Section 3.1.12** - A new Section 3.1.12 is added to the Agreement, reading as follows:

Architect shall review and reject or process all of Contractor's request for payment within seven (7) days of receipt.

**Section 3.6.2.3** – Section 3.6.2.3 is amended to read in its entirety as follows:

The Architect shall, as needed, interpret and decide matters concerning performance under, and requirements of, the Contract Documents, and shall communicate such interpretations and decisions to Owner in writing. If Owner disagrees with any such interpretation or decision, it shall have two (2) business days from the date of receipt of Architect's written interpretation or decision to veto the same, failing which, the interpretation or decision shall be final.

**Section 3.6.2.4**. – Section 3.6.2.4 is revised to delete the last sentence thereof.

**Section 3.6.6.3** – Section 3.6.6.3 is amended to read in its entirety as follows:

When Substantial Completion has been achieved, the Architect shall (a) prepare and submit to the Owner a punch list of outstanding items of Work, and (b) 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.

**Section 3.6.6.5** – Section 3.6.6.5 is revised to read in its entirety as follows:

Without additional compensation, the Architect shall conduct an inspection prior to the one (1) year anniversary of Substantial Completion with the Owner's designated representative to check for satisfactory performance and/or conformance of the work and with the requirements of the contract documents. The time for this inspection shall be conducted well enough in advance in order to allow the Architect to timely publish the list of deficient items to the Contractor for the Contractor's correction of same within the one (1) year warranty of Contractor.

**Section 4.2** – The first sentence of Section 4.2 is amended to read in its entirety as follows:

Subject to written approve by the Owner, the Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement.

**Section 4.2** – The following sentence is inserted at the end of Section 4.2:

Notwithstanding the foregoing, for the avoidance of doubt, services otherwise identified in Article 3, and any services rendered by the Architect under Article 6 below, shall not be deemed Additional Services.

**Section 4.2.2** - The first sentence of Section 4.2.2 is amended to read in its entirety as follows:

If the Owner is unavailable to provide prior consent, to avoid a substantial 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.

**Section 4.2.4** - Section 4.2.4 is revised to read in its entirety as follows:

Except for services required under Section 3.1.11 and Article 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 90 days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**Section 5.4** –Section 5.4 is revised to read in its entirety as follows:

Owner shall furnish existing surveys of the Project site, and Architect shall advise owner if the existing surveys are sufficient for use by Architect. If such surveys are insufficient 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.

**Section 5.5** - Section 5.5 is deleted in its entirety.

**Section 5.6** - Section 5.6 is revised to read in its entirety as follows:

Owner shall authorize the Architect to engage Architect's consultant services as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Architect shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Architect shall coordinate the services of all consultant's so engaged as part of its Basic Services.

**Section 6.1.2** - A new Section 6.1.2 is added to the Agreement, reading as follows:

If the Project will use the services of a construction manager, the Architect shall remain primarily responsible for designing the Project within the Owner's budget for the Cost of the Work, and any preliminary budget from the construction manager shall not relieve the Architect of this responsibility. If the Architect is not satisfied with the preliminary budget from the Construction Manager for any reason, the Architect shall advise the Owner that the construction estimate cannot meet the budget and shall not proceed with any further work until the budget issue has been addressed in accordance with the terms of this Agreement.

**Section 6.4** – Section 6.4 is revised to add the following sentence at the end thereof:

However, Owner shall not be obligated to proceed with the Project if any adjustment under this Section exceeds the Total Project Cost.

**Section 6.5** - Section 6.5 is revised to add the following language at the end of that Article:

If at any time the Architect's opinion of probable 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 (a) cooperate with the Architect in making such adjustments, or (b) determine to not proceed with Construction of the Project.

**Section 7.2** - The second sentence of Section 7.2 is amended to read in its entirety as follows:

Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, at no additional expense, the Owner shall obtain an irrevocable license to use the latest version of the design prepared by the Architect and/or its consultants for the Project, which license may be transferred by Owner to any successor owner of the Project.

**Section 7.2.1.1** - The second sentence of Section 7.2.1. is amended to read in its entirety as follows:

At no additional expense, Owner is granted an irrevocable license to use such electronic drawings to the extent such use is consistent with the terms and conditions of this Agreement, which license may be transferred by Owner to any successor owner of the Project.

**Section 8.4.** – Section 8.4 is amended to read in its entirety as follows:

#### **§ 8.4 Indemnification and Limitation of Liability.**

8.4.1 Subject to Section 8.4.2, the Architect agrees to the fullest extent permitted by law to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs including reasonable attorney fees and defense costs to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. This Section shall survive termination of Architect services.

8.4.2 The Owner and the Architect recognize the relative risks and benefits of the Project to both parties. The risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, and on the condition that all insurance required to be procured, paid for and maintained by the Architect under this Agreement is in effect, to limit the liability of the Architect and its consultant(s) to the Owner for claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes, arising out of, resulting from or in any way related to the Architect's or its consultant's negligent acts, errors or omissions, so that the total aggregate liability to the Architect and its consultant(s) shall not exceed the amount of insurance proceeds then available to the Architect. It is intended that this limitation applies to any and all liability or causes of action described herein, regardless of the legal theory alleged, unless otherwise prohibited by law.

**Section 9.6** – Section 9.6 is amended to read in its entirety as follows:

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 actual costs attributable to termination, including the actual costs attributable to the Architect's termination of consultant agreements.

**Section 11.10.2.4** - A new Section 11.10.2.4 is added to the Agreement, reading as follows:

At the time of final payment by Owner, Architect shall have submitted all final documents, including all final documents from any governmental authority that relate to the Project.

**Section 12.2** - A new Section 12.2 is added to the Agreement, reading as follows:

Under a separate agreement the Owner may engage a Construction Manager to provide pre-construction services to assist the Owner in the development of the Project. The Construction Manager becomes an integral part of the Project team for consultation on construction, scheduling and pricing during the Schematic Design, Design Development and Construction Document Phase. As part of the preconstruction services, the Construction Manager shall provide the Owner and the Architect with a copy of construction cost estimates, using the CSI 16 Division Format and other budget information as the schematic, design development and construction document phases are advanced by the Architect. However, the Architect shall remain responsible for developing the Total Project Cost under Article 6.2. The Architect shall assist the Owner (or Construction Manager) with the evaluation of construction costs and cost containment.

**Section 12.3** - A new Section 12.3 is added to the Agreement, reading as follows:

If any provision of the Agreement between Owner and Architect, or any provision of any Addendum, should be held to be unenforceable for any reason, all remaining provisions shall continue to be in full force and effect. All obligations arising prior the termination of the Agreement and any Addendum which impose obligations, responsibility or liability between the Owner and Architect, shall survive the completion of the services hereunder and termination of the Agreement.

**Section 12.4** - A new Section 12.4 is added to the Agreement, reading as follows:

During the performance of this Agreement, the Architect and its consultants shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement.

**Section 13.2.3** - Section 13.2.3 to the Agreement is amended to read in its entirety as follows:

This Agreement is comprised of the following documents defined below, which shall be interpreted in the following priority order:

1. This Addendum to AIA B101-2017 Standard Form Agreement Between Owner and Architect AIA Owner Architect Agreement B-101;
2. AIA B101-2017 Standard Form Agreement Between Owner and Architect AIA Owner Architect Agreement B-101;
3. Exhibit "A" Architect's Insurance Coverages
4. Exhibit "B" Electronic Drawings Release Terms and Conditions; and
5. Exhibit "C" July 8, 2022 Letter to Owner from Architect Proposing and Outlining Scope of Services;
6. Exhibit "D" Architect's Hourly Rate Schedule.

3. Agreement Otherwise Unchanged. Except as modified by this Addendum, the terms and conditions of the Agreement shall be in full force and effect.

**IN WITNESS WHEREOF**, the Owner and the Architect have executed this Addendum effective as of the date first above written.

**OWNER:**

**ARCHITECT:**

**BETHLEHEM PUBLIC LIBRARY**

**ASHLEY MCGRAW ARCHITECTS, D.P.C.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Susanne Angarano  
 Principal

## HOW DOES DELIVERY WORK?

The library van will make deliveries to your home every two weeks and pick up materials ready for return. The service will begin shortly after your request is processed. You can end the service at any time.

## HOW DO I SIGN UP?

To request the **Books to People** delivery service, call the library at **518-439-9314** or fill out the request form on the back of this brochure. A member of our staff will follow up with questions about the types of materials you would like to receive.

## BOOKS TO PEOPLE REQUEST FORM

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### Emergency contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Return completed form to the library or mail to:**  
Bethlehem Public Library  
451 Delaware Ave., Delmar NY 12054

Bethlehem Public Library

# HOME DELIVERY SERVICE

*Available to homebound residents in the Bethlehem Central School District.*



**Call us today to start your home delivery!**

**518-439-9314**



451 Delaware Ave., Delmar  
[www.bethlehempubliclibrary.org](http://www.bethlehempubliclibrary.org)

## TELL ME MORE!

**Books to People** is a free library delivery service provided by Bethlehem Public Library to residents of the Bethlehem Central School District who are unable to visit the library. Selected materials are delivered every other week via the library van.

## HOW DO I QUALIFY?

You qualify for **Books to People** if you live in the Bethlehem Central School District and if you have a permanent or temporary physical disability or medical condition that prevents you from coming to the library. There is no age restriction.

## WHAT CAN I REQUEST?

### • Books

We offer a wide variety of new and classic fiction and nonfiction.

### • Magazines

Our circulating magazine collection includes both general-interest publications and magazines devoted to a variety of subjects:

- health
- sports
- nature
- gardening
- home design
- travel
- cooking
- more!

### • Large print

Best-sellers, romances,<sup>68</sup> mysteries, biographies and nonfiction are all available in large print.

### • DVDs, CDs, Playaways, audiobooks, eBooks and eMagazines

You may choose from a range of music, as well as educational CDs and DVDs on travel, nature, health and more. Our audiobook collection includes best-sellers, mysteries, romances, histories, biographies and classics. Our popular Playaways are an audiobook and player in one package. Ask about our downloadable collection of eBooks, audiobooks and magazines.

SENSORY FRIENDLY

# TEEN

EVENTS @ THE LIBRARY

**Sensory Friendly  
Super Smash Bros.  
Ultimate Afternoon**

Thursday September 15  
3:45pm  
Thursday October 13  
3:45pm

*For teens who would benefit from a calmer and quieter version of our popular Super Smash Bros. program.  
For grades 6 and up.*



**Craft, Color  
and Play for Families**  
Saturday October 29  
2:30pm

*A fun, social gathering for kids and teens and their families!  
This program is specifically designed with neurodivergent children and teens of all abilities in mind.*

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