

CLEVELAND PUBLIC LIBRARY

Finance Committee

November 15, 2022

**RESOLUTION AUTHORIZING AGREEMENT WITH BIALOSKY PARTNERS,
ARCHITECTS, LLC FOR ARCHITECTURAL DESIGN SERVICES FOR GLENVILLE
BRANCH PROJECT**

WHEREAS, On October 20, 2022, the Board of Trustees of the Cleveland Public Library approved the selection of Bialosky Partners, Architects, LLC as the top-ranked, most qualified firm to provide professional architectural/engineering services for the renovation and expansion of the Library's Glenville branch; and

WHEREAS, The Library estimates that the cost of construction for the Glenville branch, including the cost of the construction manager, to be \$5,675,000, plus furniture, fixtures, and equipment, which are anticipated to cost approximately \$320,000, plus owner construction contingency estimated at \$250,000 and owner direct costs, which are anticipated to cost approximately \$220,000; and

WHEREAS, Bialosky has submitted a proposal for the architect fees for the Glenville branch in the amount of \$582,865, which consists of \$500,000 for basic services, \$60,865 for additional services of community engagement, FF&E planning, and graphics and signage, \$20,000 for owner's design contingency, and \$2,000 for reimbursables; and

WHEREAS, This Board finds the fee for the Glenville branch to be fair and reasonable; now therefore be it

RESOLVED, That the Board authorizes the Executive Director, CEO or his designee to execute an agreement with Bialosky Partners, Architects, LLC, in an amount not-to-exceed \$582,865 for the Glenville branch upon such terms and conditions as are approved by the Library's Director of Legal Affairs, and such other documents as are necessary or appropriate to effectuate the Agreement in accordance with this Resolution, with the expenditure of \$582,865 being charged to the Building and Repair fund account 40174805-55300-11748 (Construction/Improvements).



6555 Carnegie Ave.
Cleveland, OH 44103

P 216 752 8750

November 4, 2022

Mr. John Lang, PE
Chief Operating Officer
Cleveland Public Library
john.lang@cpl.org

Cleveland Public Library – Glenville Branch

Scope & Fee Proposal for Architectural and Engineering Services – REVISION 1

Dear John,

Bialosky Cleveland is thrilled to have been selected to work with the CPL team to help bring the reimagined Glenville Branch Library to fruition. We appreciate the opportunity to submit this scope and fee proposal for professional design services.

This letter is written to describe our understanding of the scope of the project and the services we propose to provide.

Project Understanding

The scope of services and fee included in this proposal are based on the following basic project understanding:

- The existing Glenville branch is an 11,800-square-foot library built in 1980 and located at 11900 St. Claire Avenue.
- The project will renovate and expand the building to incorporate the program agreed to between the Mandel Foundation and CPL, as reflected in the 'Grant Agreement' document (Exhibit A). This program includes an adult and senior digital innovation lab (the "Workforce/Digital Lab"), a digital lab for primary school students (the "Youth Digital Lab"), and increased staff, programming, art, and outdoor areas related to such spaces.
- The scope of work will include mechanical, electrical, plumbing, exterior wall remediation, roofing, interior renovation and improvements, and exterior site work.
- The total project budget will be approximately \$7 million, with a construction cost budget of \$5 million.
 - o The \$5M construction cost does not include:
 - A/E Design Fees
 - CM Pre-Construction Fees
 - Third-Party Testing & Inspections
 - Owner Construction Contingency
 - FF&E

- The project is intended to be delivered via Construction Manager at Risk, who will be engaged in the SD phase to provide preconstruction project input, cost estimating and scheduling services.

A summary of the services we propose to provide for this project, in each phase, are outlined as follows:

Research / Discovery / Review

- Review all existing relevant documentation provided by CPL, including:
 - o Strategic Plan & Facilities Master Plan
 - o Demographics
 - o Collection Size & Circulation
 - o Community Surveys
 - o CPL Building Standards
 - o Existing Glenville Facility Documentation
- Meetings with CPL leadership to determine the short-term needs and long-term goals, that the project should address.
- Review precedent studies and potentially tour regional examples of Digital Innovation Centers.

Staff & Community Engagement

- Work with CPL to develop the appropriate stakeholder engagement approach. The proposed approach would be:
 - **Staff Engagement:** A listening session and walking interview with the Glenville staff to understand challenges and opportunities.
 - **Community Engagement:** Two separate community engagement sessions, involving conversations and a range of engagement stations to better understand the desires of the Glenville community relative to the library planning.
 - o Community Engagement will be led by Third Space Action Lab, with support by Bialosky.
- A summary of the Staff and Community Outreach will be compiled into a graphic document.

Programming, Planning & Conceptual Design:

- Work with CPL to develop the appropriate program and validate the proposed building size.
- Conduct space analysis and planning studies in order to develop a Conceptual Design of the building.

Schematic Design

- Development of site and building design.
- Provide (2) three-dimensional perspective renderings of building exteriors and (2) of the building interiors.
- Provide a building code analysis of the applicable Building Code and Accessibility guidelines and regulations.
- Review applicable planning and zoning codes and meet with the governmental authorities having jurisdiction to reach a consensus on the overall approach to project compliance.
- Provide preliminary Civil and Landscape design.
- Provide preliminary Structural system design.
- Provide preliminary Mechanical, Electrical and Plumbing Engineering design.
- Coordinate drawings with consulting engineers including those directly under contract with CPL.
- Provide a Schematic Design set of documents to allow the CM to confirm the project's budget and scope are in alignment prior to commencing the Design Development phase.
- Provide a third-party Cost Estimate of Probable Construction Costs associated with the Schematic Design documents.
- Participate in a collaborative Budget Reconciliation process and revise schematic design documents accordingly.
- Evaluate project progress according to schedule and make adjustments as may be required.
- Assist CPL in Design Review & Planning Commission schematic approvals.
- In addition to regular project meetings, one (1) meeting/presentation with CPL Leadership and the Mandel Foundation to assure that the organizations clearly understand the design intent and are aligned on the project direction.

Design Development

- Provide final site and building design.
- Complete design of Civil and Landscape.
- Complete design of Structural systems.
- Complete design of Mechanical, Electrical and Plumbing systems.
- Finalize exterior and interior material selections.
- Begin FF&E design and selection process.
- Coordinate drawings with consulting engineers including those directly under contract with CPL.
- Provide a Design Development set of documents to allow the CM to confirm the project's budget and scope are in alignment prior to commencing the Construction Document phase.
- Provide a third-party Cost Estimate of Probable Construction Costs associated with the Design Development documents.

- Participate in a collaborative Budget Reconciliation process and revise design development documents accordingly.
- Evaluate project progress according to schedule and adjust as may be required.
- In addition to regular project meetings, one (1) meeting/presentation with CPL Leadership and the Mandel Foundation to assure that the organizations clearly understand the design intent and are aligned on the project direction.

Construction Documents

- Provide final Architectural and Engineered Construction Documents, including book-form specifications.
- Finalize FF&E design and selection process.
- Provide a set of Construction Documents for the Construction Manager to deliver a construction Guaranteed Maximum Price (GMP).
- Assist CPL in Design Review & Planning Commission final design approvals.

Bidding & Permitting

- Submit construction documents for building permit and respond to adjudication letters issued by building department as required to obtain approval.
- Assist CPL and Construction Manager with bidding including issuance of addenda, responding to RFI's, and evaluating bids.
- Attend pre-bid and bid review meetings as required.
- Participate in a collaborative post-bid value management process, if necessary, and revise Construction Documents accordingly.

Construction Administration

- Evaluate the project schedule.
- Provide responses to Construction Manager's requests for information (RFI's).
- Attend weekly project meetings.
- Observe construction for general conformance to the design intent.
- Attend pre-installation and mock-up review meetings on site.
- Provide review of shop drawings and product submittals.
- Review proposed change orders.
- Finalize FF&E selections.
- Provide review and approval of Construction Manager's applications for payment.
- Review of construction for preparation of punch lists. Our fees include the initial punch-list and one final walk-through to review completed punch-list items to confirm final completion. If additional reviews are required due to contractor error or delays, these visits can be provided as an additional service.
- Review for Substantial Completion and assist in obtaining Certificate of Occupancy.
- Provide Record drawings based on submission of As-Built drawings by the Construction Manager.

Base Services Scope & Fee Proposal

- Programming
- Multiple Preliminary Designs
- Building Information Modeling (BIM)
- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- MEP Engineering
- IT, Security & A/V Infrastructure Design
- Landscape Architecture
- Detailed Cost Estimating (SD, DD & CD)
- Conformed Construction Documents

We propose to provide the professional base services described within this proposal, for a **fixed fee of \$500,000**.

In addition to the fixed fee, we propose to carry a **\$20,000 contingency fee**, for additional scope resulting in additional time, as requested and approved in advance by CPL.

See 'Exhibit B' for a Schedule of Values.

Additional Services Scope & Fee Proposal

The following services are not currently included in the base fee proposal. The specific scope of work associated with these services are less defined at this point, and will require additional input from CPL to determine what level of involvement is desired.

- Community Engagement
 - o Proposed Fee Allowance, not to exceed \$24,675
 - o See attached proposal (Exhibit C) from Third Space Action Lab for the proposed scope and rates. There is more scope/fee within the proposal than CPL may desire for this project.
- FF&E
 - o Proposed Fixed Fee of \$31,190
 - o See attached proposal (Exhibit D) from Maraye Design Studio for scope and rates.
- Environmental Graphics and/or Signage Design
 - o Proposed Fee Allowance of \$5,000
 - o Scope would be completed by Bialosky Cleveland's graphic design team.

Reimbursables

We propose a total A/E team reimbursable not-to-exceed allowance of **\$2,000** for printing costs and mileage.

Printing would be for owner reviews and presentations, as requested.

Fees associated with Planning, Zoning and Plan Reviews for Building Permit(s) will be billed to the Owner as a direct reimbursable.

Billing Phases

Fees will be billed to the Owner monthly on a phase-by-phase basis, according to our progress, as follows:

- Programming/Planning 5%
- Schematic Design 15%
- Design Development 20%
- Construction Documents 35%
- Bidding & Permitting 5%
- Construction Administration 20%

Services Not Provided by Design Team

- Measured Drawings
 - o Existing Construction Documents are assumed to be available, which Bialosky will create a Revit Model based upon.
 - o Bialosky will field-verify the existing documents versus actual field conditions.
- Existing Facilities Survey
 - o Previously completed by Bialosky and assumed to still be relevant.
 - o Bialosky will review the previously completed survey versus actual conditions to confirm accuracy.
- Site Surveying
 - o Provided by CPL
- Geo-Technical Engineering
 - o Provided by CPL
- Environmental (Hazardous Materials) Consulting
 - o Provided by CPL
- Traffic & Parking Consulting
 - o Not believed to be needed
- Acoustical Consulting
 - o Not believed to be needed
 - o Bialosky will design to acoustical best practices

- Commissioning
 - o Provided by CPL, if required
- Construction Testing & Special Inspections
 - o Provided by CPL
- LEED Consulting
 - o The project will be designed with sustainability best practices, but it is not planned that the project will be submitted for LEED certification.
- As-Constructed Record Drawings

Design Team Firms Included in Proposal

- Architecture & Interior Design – Bialosky Cleveland
- Civil Engineering – Halle’s Engineering & Design
- Structural Engineering – Barber & Hoffman
- MEP Engineering – Bialosky Cleveland
- IT, Security & A/V Infrastructure Design – BCL IT Consulting
- Landscape Architecture – DERU Landscape Architecture
- Cost Estimating – McGuinness Unlimited
- Community Engagement – Third Space Action Lab
- FF&E – Maraye Design Studio

Proposed Project Schedule

The proposed project schedule is as follows:

- | | |
|-----------------------------|---|
| - Research/Discovery/Review | 2 Wk’s (Jan. ‘23) |
| - Programming & Planning | 2 Wk’s (Jan.) |
| - Schematic Design | 2 Mo’s (Feb. – Mar.) |
| - Design Development | 3 Mo’s (Apr. – Jun.) |
| - Construction Documents | 3 Mo’s (Jul. – Sep.) |
| | 9 Mo’s DESIGN TOTAL |
|
 | |
| - Bidding & Permitting | 3 Mo’s (Oct. – Dec. ‘23) |
| - Construction | 12 to 14 Mo’s (Jan. ‘24 – Feb. ‘25) – TBD by CM |

Thank you for your consideration in reviewing this proposal. If you have any suggestions for modifying it to better suit your needs, please contact me at any time.

Upon acceptance of the proposed scope and fee, we understand that a formal AIA B133 agreement will be executed between Bialosky and CPL.

We are excited about the prospect of working on this project with the CPL team and look forward to getting started.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'A Hill', written in a cursive style.

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

Execution Copy

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**

This Grant Agreement (this “Agreement”) is entered into on September 12, 2022, by and between the Jack, Joseph and Morton Mandel Foundation (the “Foundation”) and the Cleveland Public Library (the “Library”).

BACKGROUND

- A. The Library is organized as a “school district public library” pursuant to Ohio Revised Code Section 3375.15, and therefore is a political subdivision under Ohio law.
- B. The Library is classified as a tax-exempt public charity for purposes of the Internal Revenue Code of 1986, as amended, because it is a political subdivision of the State of Ohio.
- C. The Library and the Cleveland Public Library Foundation (the “Library Foundation”) are in the midst of a ten (10) year “Facilities Master Plan” and capital enhancements campaign to transform the Library’s twenty-seven (27) branches.
- D. The Facilities Master Plan envisions renovating the Library’s Glenville, Cleveland, Ohio location (the “Glenville Branch”) with updated features such as flexible meeting and event space, small group study rooms or collaborative space, a dedicated computer area, a dedicated children’s area, a defined teen area, and a 24/7 lobby or book locker for extended service (the “FMP Updates”).
- E. The additional enhancements to the Glenville Branch that will be funded by the capital enhancements campaign include an adult and senior digital innovation lab (the “Workforce/Digital Lab”), a digital lab for primary school students (the “Youth Digital Lab”), and increased staff, programming, and art and outdoor areas related to such spaces (these updates and the FMP Updates are referred to herein collectively as the “Glenville Updates”).
- F. The Library has estimated that the Glenville Updates will cost approximately seven million dollars (\$7,000,000), as reflected on the proposed budget attached hereto as Attachment A. The Library and the Library Foundation have committed four million dollars (\$4,000,000) toward the costs of the Glenville Updates, which includes two million dollars (\$2,000,000) dedicated solely to the creation of the Youth Digital Lab and two million dollars (\$2,000,000) committed to the FMP Updates.

JACK, JOSEPH AND MORTON MANDEL FOUNDATION

GRANT AGREEMENT

- G. The Library and the Library Foundation submitted a grant proposal to the Foundation requesting funding of three million dollars (\$3,000,000) to cover the remaining estimated costs of the Glenville Updates.
- H. On July 13, 2022, the Board of Trustees of the Foundation approved a grant of three million dollars (\$3,000,000) to the Library (the "Grant").
- I. The parties wish to set forth their agreement as to their respective rights and obligations, and the conditions and restrictions placed on the payment, receipt, and use of the Grant, as applicable.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Grant Purposes. The Grant is being made for the sole purpose of providing three million dollars (\$3,000,000) of funding for the Glenville Updates.
- 2. Restrictions/Requirements.
 - A. This Grant is contingent upon the Library funding, constructing, and operating the Glenville Updates. If for any reason the Library ceases to fund, construct, and/or operate the Glenville Updates prior to the completion of the Grant, it must notify the Foundation immediately. Upon such notification, the Foundation's obligation to make payments of the Grant pursuant to this Agreement shall cease, unless otherwise agreed to by the Foundation in a written instrument to be attached to this Agreement.
 - B. The Library shall not use any portion of the Grant for any purpose other than that set forth in Section 1, above, unless consented to in writing by the Foundation.
 - C. The Library shall not use any portion of the Grant to pay itself a project management fee, or as reimbursement for overhead or administrative costs related to administering the Grant. Notwithstanding the preceding sentence, administrative costs such as legal fees, insurance premiums, third-party project management fees, and other fees or expenses, directly related to the construction and operations of the Glenville Updates may be paid for with the Grant.

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**3. Workforce/Digital Lab.

- A. The Workforce/Digital Lab will be located in the Glenville Branch. The Library has represented to the Foundation that the Workforce/Digital Lab will offer access to seniors and adults for workforce development and digital literacy, with the goal of helping prepare them for jobs of the future. It is anticipated that the Workforce/Digital Lab will occupy approximately two thousand five hundred square feet (2,500 sq. ft.) of the renovated Glenville Branch.
- B. The Library shall ensure that the Foundation is fully informed in all aspects of the design and planning of the construction of the Workforce/Digital Lab and shall provide the Foundation the opportunity to participate in such design and planning process.

4. Payment of the Grant. The Foundation shall pay the Grant to the Library as follows:

- A. Milestone #1: Within thirty (30) days of the receipt of a Payment Request (as described in Section 5, below), which the Library shall submit immediately after it has signed a contract with an architect for the Glenville Updates (which is expected to occur in Q1 of 2023), the Foundation shall pay the Library six hundred thousand dollars (\$600,000) of the Grant.
- B. Milestone #2: Within thirty (30) days of the receipt of a Payment Request, which the Library shall submit immediately after setting the date for commencement of construction of the Glenville Updates, the Foundation shall pay the Library six hundred thousand dollars (\$600,000) of the Grant.
- C. Milestone #3: Within thirty (30) days of the receipt of a Payment Request, which the Library shall submit upon completion of twenty-five percent (25%) of the Glenville Updates, the Foundation shall pay the Library six hundred thousand dollars (\$600,000) of the Grant.
- D. Milestone #4: Within thirty (30) days of the receipt of a Payment Request, which the Library shall submit upon completion of fifty percent (50%) of the Glenville Updates, the Foundation shall pay the Library six hundred thousand dollars (\$600,000) of the Grant.

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**

E. Milestone #5: Within thirty (30) days of the receipt of a Payment Request, which the Library shall submit upon completion of the Glenville Updates as described in Section 5.B, below, the Foundation shall pay the Library six hundred thousand dollars (\$600,000) of the Grant.

5. Payment Requests.

A. At the completion of Milestones #1 through #5, as described above in Section 4, the Library shall submit to the Foundation a Payment Request. Each Payment Request shall include, as of the date of the request: (i) a financial update that describes the actual expenses incurred for the Glenville Updates as of the date of the Payment Request, (ii) a detailed schedule of cash sources used to pay such actual expenses, and (iii) a summary of the completed components of the Glenville Updates. Each Payment Request shall be signed by the Library's Chief Financial Officer.

B. The Request Letter for Milestone #1 must also include a copy of the signed contract with the architect and the preliminary construction timeline, design plans, and summary construction budget for the Glenville Updates; provided, however, the Library shall submit to the Foundation the final versions of each of the aforementioned construction documents as soon as they are available, as well as any substantial modifications made to such final versions after submission to the Foundation. The Payment Request for Milestone #5 must include a certificate of occupancy certified by the architect and a final expenditure report setting forth the total expenses incurred for the Glenville Updates.

6. Naming Rights. In honor of making the Grant, the Library hereby gives the Foundation the naming rights to the Workforce/Digital Lab. The Foundation has chosen to name the Workforce/Digital Lab the "Jack, Joseph and Morton Mandel Workforce and Senior Digital Innovation Lab."

A. If in the future the Library wishes to change the name of the Workforce/Digital Lab, it must first obtain the written permission of the Foundation, which may be withheld in its sole discretion.

B. If the Library were to change the name of the Workforce/Digital Lab without the prior written permission of the Foundation as required by this Section 6, the

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**

Foundation shall have the right to enforce against the Library by specific performance these naming rights.

- C. In addition to any rights and remedies available under law, the Foundation may change or rescind the name of the Workforce/Digital Lab if, in the unlikely event, the Foundation determines in its reasonable and good faith opinion that circumstances have changed such that the chosen name of the Workforce/Digital Lab would adversely impact the reputation, image, mission or integrity of the Foundation, Jack N. Mandel, Joseph C. Mandel and/or Morton L. Mandel. Any change in the name shall be subject to the reasonable approval rights of the Library.
 - D. In the event the Workforce/Digital Lab is significantly renovated, upgraded, modified, or relocated within the Glenville Branch in the future, the naming rights granted to the Foundation pursuant to this Agreement shall continue and the signage recognizing the name of the Workforce/Digital Lab shall remain the prominent signage for such space.
 - E. If the Glenville Branch is sold, leased, closed, deconstructed, destroyed, or severely damaged without repair, such that the Glenville Branch is no longer owned or used by the Library, then the Foundation's naming rights to the Workforce/Digital Lab shall cease. In the event the Glenville Branch is demolished and replaced, then the Foundation's naming rights to the Workforce/Digital Lab shall also cease.
7. Name Signage. Signage recognizing the name of the Workforce/Digital Lab shall be mounted near the entrance to the Workforce/Digital Lab. The Library shall provide the Foundation a schematic design of the signage and its placement. The Library shall finalize such design and placement only after receiving written approval from the Foundation.
8. Other Donor Recognition. Should the Library offer, either directly or through the Library Foundation, naming rights to other components of the Glenville Updates, including but not limited to the Youth Digital Lab, the placement of any signage recognizing such naming shall be approved by the Foundation prior to finalizing the location with the relevant third-party donor.

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**

9. Annual Report. Upon the completion of the Glenville Updates, the Library shall submit to the Foundation an annual report no later than forty-five (45) days after the Library's fiscal year ending December 31. This report shall include an update on the Workforce/Digital Lab and the Youth Digital Lab, including how both are being used by the community, the number of users of each lab, and the programs delivered through each lab. The annual report for the first year of operations shall also include a summary final budget for the Workforce/Digital Lab. The Library must obtain the Foundation's prior written consent to discontinue the provision of this annual report.
10. Notices. Any requirement for written consent or notification may be made in hard copy or electronic format. Unless otherwise notified by the Foundation, the Library shall submit the Payment Requests, all Annual Reports and other correspondence to grants@mandelfoundation.org.
11. Indemnification and Insurance.
- A. The Library agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, and its officers, trustees, employees, members and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of the Library, or its respective officers, employees or agents, in obtaining or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the Glenville Updates, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the gross negligence of the Foundation, or its officers, trustees, employees, members or agents. The Foundation will notify the Library of any such claim, allow it to defend the claim and reasonably assist the Library in the defense, provided that the Library shall not settle a claim or make any admission of fault on behalf of the Foundation without its written consent, which shall not be unreasonably withheld.
- B. The Library agrees to implement and maintain throughout the duration of the Glenville Updates, insurance in types and amounts that are reasonable and appropriate for the activities being undertaken.
12. Compliance with Laws. The Library shall at all times comply with applicable laws, executive orders, rules and regulations, and shall obtain all necessary approvals, permits and licenses required for the Glenville Updates.

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**

13. Reference to Full Name. The Library and its personnel shall always refer to the Workforce/Digital Lab in the full given name in the first instance. This requirement also applies to all references made to the Workforce/Digital Lab in printed and/or electronic format, including but not limited to, informational materials, websites and media advertising, and all invitations, notices, posters and other forms of announcement or advertising for any and all events that will occur in the Workforce/Digital Lab. All subsequent references to the Workforce/Digital Lab may be shortened to the “Mandel Workforce and Senior Digital Innovation Lab.”
14. Maintenance. The Foundation shall not provide funding for the maintenance and upkeep of the Workforce/Digital Lab, yet it requires the lab and the rest of the Glenville Branch to be properly maintained and in good condition. Upon the request of the Foundation, annual inspections will be conducted by the Library together with a representative from the Foundation.
15. Ceremonial Events. Should the Library host a groundbreaking, dedication, and/or other type of event to celebrate the start of construction, re-opening of the Glenville Branch, or the opening of the Workforce/Digital Lab, as applicable, it must consult with the Foundation in planning such event to ensure that representatives of the Foundation are available to attend and participate if the Foundation so wishes.
16. Third Party/Media Communications.
- A. All publicity and other donor tributes related to this Grant will be coordinated with the Foundation. This includes clearing with the Foundation both language and design in advance for general public announcements, publicity, and press releases that include any form of attribution to the Foundation with respect to announcing the Grant.
 - B. Each party shall inform the other party about, and refer to the other party as appropriate, any media inquiries about the other party. Neither party, nor its representatives, shall speak on behalf of the other party without the other party’s prior written explicit instructions or approvals.
17. Termination. This Agreement may be terminated by the Foundation for cause after thirty (30) days’ notice to the breaching party and opportunity to cure, including, but not limited to: (a) the breach of any material term or condition of this Agreement by the

JACK, JOSEPH AND MORTON MANDEL FOUNDATION**GRANT AGREEMENT**

Library; (b) the Library's inability to carry out the purposes of the Grant; or (c) the Library's inability to fund, construct, or operate the Glenville Updates.

18. Amendments. This Agreement may not be amended except by an instrument in writing signed by the Foundation and the Library. No provision of this Agreement and no right or obligation under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation in question.
19. Assignment; Successors and Assigns. No party shall assign its rights or obligations under this Agreement in whole or in part, without the prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned, or delayed. The terms and conditions contained herein shall apply to, be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
20. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
21. Entire Agreement. This Agreement contains the entire agreement in relation to this subject matter and supersedes any prior or contemporaneous understandings, communications, representations, agreements or term sheets relating to this subject matter.

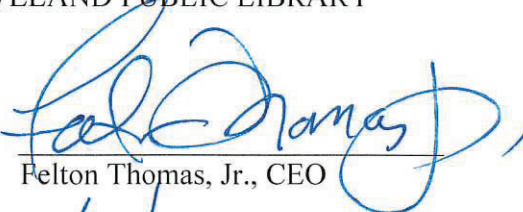
(Signatures on the following page)


JACK, JOSEPH AND MORTON MANDEL FOUNDATION

GRANT AGREEMENT


We agree to the terms and conditions set forth above:

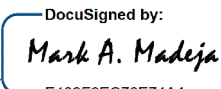
ACKNOWLEDGMENT CLEVELAND PUBLIC LIBRARY

By: 
Felton Thomas, Jr., CEO
Date: 9/13/22

By: 
Maritza Rodriguez, President,
Board of Trustees
Date: 9/13/22

ACKNOWLEDGMENT JACK, JOSEPH AND MORTON MANDEL FOUNDATION

By: 
Jehuda Reinharz, President & CEO
Date: 9/13/2022

By: 
Mark A. Madeja, CEO
Date: 9/13/2022

JACK, JOSEPH AND MORTON MANDEL FOUNDATION

GRANT AGREEMENT

ATTACHMENT A

**GLENVILLE UPDATES
PROPOSED BUDGET**

	Workforce/Digital Lab Expenses	Youth Lab Digital Expenses	FMP Updates	Total Budgeted Expenses
Construction	\$2,400,000	\$1,600,000	n/a	
Equipment	\$280,000	\$70,000	n/a	
Art & Outdoor Space	\$70,000	\$60,000	n/a	
Indirect Costs	\$90,000	\$160,000	n/a	
Programming	\$100,000	\$50,000	n/a	
Staff	\$60,000	\$60,000	n/a	
TOTAL EXPENSES	\$3,000,000	\$2,000,000	\$2,000,000	\$7,000,000

**CPL Glenville Branch
Schedule of Values
11/4/2022**

EXHIBIT B

Basic Services	Firm	Fee
Architecture & Interior Design	Bialosky Cleveland	\$290,000
Civil Engineering	Halle's Engineering & Design	\$12,000
Structural Engineering	Barber & Hoffman	\$34,000
MEP Engineering	Bialosky Cleveland	\$100,000
IT, Security & A/V Infrastructure Design	BCL IT Consulting	\$30,000
Landscape Architecture	DERU Landscape Architecture	\$8,000
Cost Estimating	McGuiness Unlimited	\$26,000
BASIC SERVICES TOTAL FEE		\$500,000

Additional Services	Firm	Fee
Community Engagement	Third Space Action Lab	\$24,675
FF&E	Maraye Design Studio	\$31,190
Graphics and/or Signage Design	Bialosky Cleveland	\$5,000
Design Contingency for Added Scope		\$20,000
ADDITIONAL SERVICES TOTAL FEE		\$80,865

Reimbursables		\$2,000
POTENTIAL TOTAL FEE + REIMBURSABLES		\$582,865



STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into by and between BIALOSKY CLEVELAND (“Client”) and THIRDSPLACE ACTION LAB LLC (“TSAL” or “Company”) pursuant to the Professional Services Agreement dated NOVEMBER 7, 2022, by and between Client and Company (the “Agreement”).

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise.

Background

Bialosky Cleveland has been awarded a contract to redesign Cleveland Public Library’s Glenville neighborhood branch. Given TSAL’s strong relationships and physical space in Glenville, Bialosky seeks a community engagement and strategic learning partner. The goal of a partnership between Client and Company is to co-create a holistically equitable + inclusive library—informed by, and responsive to, the vision, expertise, and desires of neighborhood residents, visitors, employees, and stakeholders, and residents of surrounding neighborhoods.

Scope of Services

Company will provide the following services:

- Strategic advice to conduct effective community engagement in Glenville, including an introduction to key history and social context
- Co-facilitation of two (2) resident engagement conversations, hosted at the ~~ThirdSpace Reading Room (1464 E. 105th Street)~~ **CPL Glenville Branch.**
- Ten (10) key stakeholder interviews + synthesis of key findings
Desire for Stakeholder interviews to be discussed further with CPL, as they may not be needed.

Assumptions

Client’s accountabilities include providing prompt feedback; and providing access to all key people internally. Company’s accountabilities include conducting all activities with respect to Client’s organization, and minimizing disruption and concerns; and meeting agreed-upon deadlines and immediately reporting any threats to progress.

Client and Company are both accountable for immediately informing the other of any developments that might materially affect the success of the project.

Fees, Terms, and Conditions

Company will provide these services for the following fees:

	Cost	Hours	Senior Leadership	Analysis + Production
			\$350	\$250
Community Engagement + Strategic Advice				
Kickoff + Scoping Session	\$2,700	10	2	8
Internal/External Document Review	\$3,000	12	0	12
Soul Session: Power Mapping + Neighborhood Context	\$3,700	14	2	12
Intergenerational Lunch Listening Sessions (2x)	\$4,700	18	2	16
Stakeholder Interviews (10x)	\$6,200	24	2	22
Other Engagement Elements				
Ad-Hoc Project Management Syncs	\$3,200	12	2	10
Administrative Costs	\$1,175	0	n/a	n/a
TOTAL \$24,675				
<i>Subtotal labor per employee</i>			10	80

Company will invoice Client as follows: **(All payment terms are between Bialosky & TSAL)**

- \$11,550.00 of invoice due upon receipt
- \$5,775.00 of invoice due upon completion of the first intergenerational lunch listening session
- \$5,775.00 of invoice due upon completion of project

Expense Reimbursement

Company will not charge for any expenses including materials, parking, lodging, and related expenses.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Statement of Work as of this 7th day of NOVEMBER, 2022.

Bialosky Cleveland

ThirdSpace Action Lab LLC

Name: Aaron Hill

Name: Evelyn Burnett

Title: Principal

Title: Chief Executive Officer



November 2, 2022

Aaron Hill
Bialosky
Cleveland, Ohio 44103

Dear Aaron:

In response to your request for the fee proposal for interior furniture selection for Cleveland Public Library - Glenville Branch, Cleveland, Ohio the following outlines the anticipated cost the project:

DESIGN DEVELOPMENT PHASE

- Prepare preliminary furniture and finish schematic layouts
- Develop preliminary furniture and finish selections
- Prepare presentation boards with photos and finishes
- Estimate the cost of the FF&E package
- 3 Meetings with user group

CONTRACT DOCUMENT PHASE

- Finalize selections of all materials, finishes, and treatment for furniture
- Finalize space plans showing locations of furniture and built-in equipment
- After final approval of all space plans, furniture layouts, and product selections, prepare working drawings and documents for construction of the space and installation of the interiors.
- Prepare interior specifications, as required
- Prepare bid specifications for furniture and other moveable equipment
- 2 meeting with user group

ESTIMATING PHASE

- Final FF&E selections
- Meet with vendors for a walk-thru
- Obtain quotes for furnishings
- User group review

INSTALLATION

- Coordinate and schedule installation of all FF&E
- Periodic inspections at the site during construction and furniture installation to be sure all work is done according to professional standards and the specifications
- Create a punch list for all new furniture specified by designer and resolve issues



Inspired Interior Design

TERMS OF COMPENSATION

The fee for the services described will be \$31,190 + reimbursables. Any work requested but not described in this proposal or was required after your approval has been given, will be over and above the stated fee and will be charged at \$115.00 per hour.

Billing for services shall be in the following manner:

NET 30

DD	40%	\$12,495
CD	40%	\$12,495
Estimating	10%	\$3,100
Installation	10%	\$3,100

We will perform the services described in good faith, but cannot be responsible for performance, quality, or timely completion of work by others, Further, we shall not be responsible for any changes to the project the client or contractor(s) make without informing the designer.

This proposal may be terminated for any reason by either the client or the designer provided ten days written notice is given. In the event of termination by the client, the client will pay the designer for all work done and expenses due up to the date of terminations.

It will be our pleasure to begin your project as soon as we receive a signed copy of the contract.

ACCEPTED AND AGREED TO:

Maraye Design Studio, LLC

By: [Signature] 11/02/2022
Signature Date

Printed Name

By: Lannetta V. Knotts
Title & Organization

ACCEPTED AND AGREED TO:

Bialosky Cleveland

By:
Signature Date

Printed Name

By:
Title & Organization