

July 18, 2013

Nancy Ashmore
Director
Prairie du Chien Memorial Library
125 South Wacouta Avenue
Prairie du Chien, WI 53821



Re: Prairie du Chien Memorial Library Space Needs Assessment
CAA Project Number 13-036 T001

Nancy:

We are pleased to offer this agreement for Architectural services to the Prairie du Chien Memorial Library Board of Trustees, referenced herein as (Client), for the Space Needs Assessment, including existing facility evaluation, of your existing library located at 125 South Wacouta Avenue in Prairie du Chien, Wisconsin. We are performing services as Cameron Aslaksen Architects, LLC, referenced herein as (Consultant).

1. The Project

The project is the Space Needs Assessment and Existing Facilities Evaluation of an approximately 5,100 square foot (SF), single-story library (plus 500 SF basement) built in 1963.

The understood objectives for this project are to address the current shortage of space for the collections and library programs, address the anticipated need for growth in the collections and programs, and address changing technologies, library functions, and service demographics over the next 30 years.

2. The Scope of Services

The services can be generally described as Space Needs Assessment, Facility Evaluation, and Project Budget Cost Opinion. The intent of this agreement will be to provide the project information that an owner would typically need to render decisions, develop an implementation plan, and develop a funding strategy. Services are specifically described as follows and include the 'Step' designations as described in the proposal:

Investigate

2.1 Information Gathering

- 2.1.1 Kick-off Meeting: Attend an initial meeting with the Library staff, Board of Trustees, steering/building committee (*recommended*), and other attendees you feel are necessary such as Friends of the Library, City, and County leaders to review the overall project. Topics will include the project goals, expectations, key issues, and schedule. At this time, specific staff and stakeholders will also be identified to interview regarding specific space needs.
- 2.1.2 Data Collection – From the Library/City: On the same day as the kick-off meeting, collect existing building and site information available, including original building plans, utility information, and other information (e.g. previous studies) that can assist in determining the opportunities for and restrictions on the facility going forward.

2.2 Space Needs Assessment

- 2.2.1 Interviews: Schedule and conduct interviews with identified staff and stakeholders over a one-day period to assess current and future space needs, adjacencies, staffing and work flow, special needs, public service issues, parking and site issues, furniture and special equipment needs, security, privacy, and other issues identified at the kick-off meeting.
- 2.2.2 Data Collection – From US Census and Other Sources: Collect applicable demographic data and available projections through 2035 (current census projection information available), along with Wisconsin Department of Public Instruction (WDPI) and national library standards to assist in identifying space needs into the future.

2.2.3 Program: Summarize the interview information and combine it with other collected information in a program of space needs to be used as a basis of design. The summary will include the following:

- 2.2.3.1 A written narrative summary of findings.
- 2.2.3.2 Charts listing each existing space/activity area, square footage existing/needed, and remarks or special requirement notes.
- 2.2.3.3 Future needs for square footage or completely new anticipated spaces will be included based on the interviews, current library standards, and US Census demographics and projections for the City and surrounding townships in the library service area.
- 2.2.3.4 The individual space square footages will be totaled to arrive at a total net square foot need for the library. A conversion factor (to account for wall thicknesses, HVAC, circulation, and other support spaces) will be added to come up with a gross total.

2.2.4 Draft Report: Prepare a draft report of findings.

2.3 Existing Facilities Evaluation

- 2.3.1 Condition – Building/Site Review: Review the existing site and building facility as to their current conditions. This will be a visual review using checklists and photos. Items to be reviewed will include: site infrastructure and drainage; roof and flashing; windows, doors, and penetrations; walls; interior and exterior finishes; accessibility; and the general condition of heating, ventilating, and air-conditioning (HVAC) equipment, electrical, and plumbing items. ** And a structural analysis of additional floors to the existing building. DM*
- 2.3.2 Collection Review: Review the existing collections and storage areas as the basis for evaluating shelving needs and distribution.
- 2.3.3 Code Review: Conduct a preliminary review of state and local codes in regard to their impacts on potential remodeling and/or expansion of the existing facility.
- 2.3.4 Draft Report: Prepare a draft report of findings.

Inform

2.4 Interim Review Meetings

- 2.4.1 Draft Report Reviews: Each draft report will be reviewed at a meeting of the Board of Trustees or Steering Committee. Input at each of these meetings will be documented with meeting minutes for distribution. Input will guide each subsequent task.

2.5 Public Meetings

- 2.5.1 First Public Meeting – Workshop/Outreach: This is proposed to occur after the initial space needs findings about midway through the project.
 - 2.5.1.1 Presentation: Generally, the intent of the presentation will be to educate the public about the project, where the current facilities compare to standards, the current physical condition of the library building and grounds, and initial opportunities for improvement.
 - 2.5.1.2 Workshop Activities: The workshop will be constructed in a manner that encourages participation and open exchange of opinions and information. We feel strongly that dialogue amongst stakeholders and local residents is as important as between the consultant and the public. Activities may include small group priority discussion/summary, element stationing, or SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis.
 - 2.5.1.3 Meeting Summary: Collect public input and summarize it in written notes.

2.5.2 Second Public Meeting – Informational/Outreach: This is proposed to occur around the time of the final report presentation.

2.5.2.1 Presentation: Based upon input from the Board, present the findings at a public forum for review. The intent of this meeting will be to inform the public of the desired direction and goals of the project and begin the process of building consensus toward those goals.

2.5.2.2 Meeting Summary: Prepare written meeting notes of the public review.

Cover The Bases

2.6 Budget Cost Opinion/Funding Summary

2.6.1 Budget Cost Opinions for Funding Purposes: Prepare cost opinions that will include both 'hard' costs and 'soft' costs.

'Hard' costs will include dollar-per-square-foot averages for new construction (e.g. addition) and remodeling/updating the existing structure. These cost opinions will include updates to the mechanical, electrical, and plumbing as identified in the existing facility assessment.

'Soft' costs will be included based on previous experience with similar facilities and as identified at review meetings and public workshops. Dollar amounts will be either single opinions of probable cost numbers per item or group or as percentages based on previous experience or published cost data. Items that may be addressed include:

- Furniture and Shelving (circulation desk, tables, chairs, racks, partitions)
- Computer and Communication (IT) Equipment (phone systems, server/data racks)
- Library Equipment (book drops, book carts, A/V equipment, etc.)
- Window Treatments, Artwork, Donor Wall, Display Cabinets
- Architectural and Engineering Fees, Soil Borings, State Application Fees
- Moving/Temporary Storage Costs
- Public Payment/Performance Construction Bonding
- Construction Prevailing Wage Rate Percentage Increases
- Interim Loan Costs
- Land Acquisition Costs and Legal Fees

The end result will be a budget number that can be utilized for grant applications, loan applications, and other funding strategies.

2.6.2 Funding Summary: A summary will be prepared of possible sources to pursue to assist with meeting the final project budget. Included will be brief descriptions of each source, approximate amounts available (including matching requirements as applicable), and key timing for applications.

Move Forward

2.7 Final Report

2.7.1 Final Report: Combine all the draft reports into one final report. Sections will include the Space Needs Assessment, Facility Evaluation, Comprehensive Cost Opinion including Funding Options, Meeting Notes, an Executive Summary of the various components, and an Action Plan of next steps to addressing the needs of the library.

2.7.2 Final Presentation Meeting: Review the final report in a combined meeting of the Board of Trustees and other stakeholders including the City Council and County Board members. Identify next steps.

3. Optional Services Not Included In This Proposal

- 3.1 Concept Design, including renderings, models, or other visual graphics for presentation or fund raising.
- 3.2 Hazardous material testing or discovery, including asbestos, PCBs, mold, or lead paint.
- 3.3 Destructive testing or investigations beyond visual review.
- 3.4 Soil borings, topographic survey, or site surveys.
- 3.5 Detailed HVAC, Electrical, Plumbing, Structural or other evaluations or coordination beyond narrative listed in Section 2.
- 3.6 Meetings beyond those listed in Section 2.

4. Changes in Scope

When changes in the defined scope of services are requested by the Client, a contract amendment shall be prepared by the Consultant and approved by the Client prior to performing the work.

5. Client's Responsibilities

- 5.1 Provide all criteria and full information about the project's requirements.
- 5.2 Provide copies of previous studies, surveys, plans, or other documents pertinent to this project.
- 5.3 Site Plot Plan, including lot line dimensions, utility easements, and location of existing features.
- 5.4 Provide safe access to the site.
- 5.5 Examine all reports, studies, alternate solutions, and other documents presented by Consultant and render timely decisions pertaining thereto.
- 5.6 Coordinate and schedule meetings with the Board/Committee and public.
- 5.7 Provide space and advertising for public meetings and workshops. Provide additional personnel to support meetings as necessary.

6. Compensation

- 6.1 Services described under Section 2 will be provided on a fixed fee basis as listed below.
- 6.2 Fixed fee does not include reimbursable expenses such as color and black and white reproductions, mileage, and report binding.

Fee Summary:

<u>Service Item</u>	<u>Fee Type</u>	<u>Amount</u>
Services listed in Section 2	Fixed Fee	\$12,700.00
Reimbursable Expenses	Time & Expense	\$950.00 (estimate)
+ Reimbursable expenses not to exceed \$2,000.00		

- 6.3 Invoices will be submitted monthly.
- 6.4 Payment is due within 10 days of receipt.
- 6.5 Unpaid invoices shall accrue interest at a rate of 1½ % per month. Services may be suspended on any project for invoices more than 30 days past due.
- 6.6 Client agrees to pay all normal and reasonable cost of collections on past due accounts including attorney fees.
- 6.7 Fees may be adjusted annually beginning on January 1, 2014, for this agreement.

7. Schedule

- 7.1 Execution of the agreement is anticipated to be on or about July 23, 2013. Work is anticipated to begin on or about August 8, 2013.
- 7.2 Work will proceed in a timely manner to meet the Client's project schedule. Timely progress will require the Client to make critical decisions and provide feedback and project dependant information in a timely manner.
- 7.3 Completion of the Final Report and presentation is anticipated to be by November 1, 2013.

8. Responsible Parties

- 8.1 Nancy Ashmore will be the Client's representative. She or her designee will give instruction, render decisions, and act on behalf of the Client.
- 8.2 Dave Cameron, AIA will be the Consultant's representative. He or his designee will give instruction, render decisions, and act on behalf of the Consultant.

9. Insurance

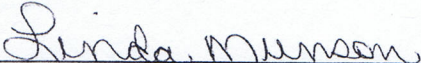
- 9.1 Consultant shall maintain Professional Liability, General liability, and Automobile insurance for the duration of the project.
- 9.2 Client will be responsible for Workers Compensation, and General Liability insurance as required.

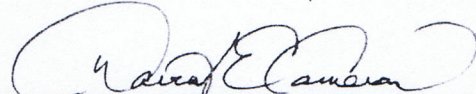
10. Terms and Conditions

- 10.1 **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant. The Client and Consultant mutually waive consequential damages for claims, disputes, and other matters arising out of, or relating to this agreement.
- 10.2 **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.
- 10.3 **Certification, Guarantees and Warranties:** The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The field observations and report are not warranted to cover every condition or defect, and do not relieve the contractor of any duties or obligations under the agreement with the owner.
- 10.4 **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the fees of the consultant. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 10.5 **Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant.
- 10.6 **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- 10.7 **Termination:** This agreement may be terminated by either party upon seven days written notice. Consultant shall be compensated for all services rendered prior to the date of termination.

Acceptance:

I have reviewed the agreement outlined above, and I accept this agreement for services.

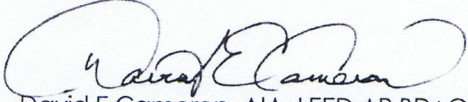
 7/26/13
Linda Munson Date
President Library Board of Trustees

 7/18/13
David E Cameron, AIA Date
Cameron Aslaksen Architects, LLC

Trusting this is acceptable to you, please sign and return one copy of this agreement to my office.

Thank you for the opportunity to work with you on this project.

Sincerely,


David E Cameron, AIA, LEED AP BD+C
Project Architect
Cameron Aslaksen Architects, LLC