

## Ames Public Library Board of Trustees

### Meeting Minutes January 22, 2009

The Ames Public Library (APL) Board of Trustees met in special session on Thursday, January 22, 2009, in the Library's Board Room with Budd, Campbell, Lockett, Meier, Ross, Seagrave, Warnick and Director Weeks in attendance. Anderson and LeGates were absent.

**Call to Order:** President Ross called the meeting to order at 7:00 p.m.

**Public Forum:** None.

#### **Unfinished Business:**

Contract with Meyer Scherer & Rockcastle (MS&R) Ross thanked the board members for their due diligence and attention to detail in examining the large contract.

Weeks reviewed input he had received from the architects, Ames City Attorney Doug Marek, and the Trustees. Regarding the question raised about the title of the contract, he said Marek advised that it must have the same title as the Request for Proposal (RFP).

Weeks reviewed the changes made to the most recent version of the contract. A sentence was removed from Article 1.3.2.2 that pertained to termination of the agreement and the return of Instruments of Service (sketches, elevations, etc.). The result is that APL could retain the materials, although MS&R would retain copyright and we could not use them without entering into another agreement. However, if MS&R were to default on the project, this license would be terminated and be replaced by one which would allow APL to hand the materials to another design professional in order to complete the project.

During discussion, Weeks clarified that, assuming the contract is fulfilled and the building is completed, MS&R would leave APL the blueprints. They could not be used for future additions or alterations, but copies could be provided to electricians or mechanical professionals, for example, so they could make repairs or provide service.

In Part 1, Articles 1.3.8.6 and 1.3.8.7, Weeks said that references to termination expenses were removed. Marek had recommended that the Board ask for a calculation in lieu of a percentage and, instead, the firm just dropped the issue. Weeks stated that termination is extremely unlikely and the library would pay for reimbursables and any work that had already been done.

Weeks pointed out a change in Section 1.5.8: late payments (45 days after the date of the invoice) will incur a ten percent service charge. This amount is similar to figures Marek has seen in other City contracts.

In Part 2 of the contract, a phrase was added to Article 2.1.1 requiring the firm to "issue periodic progress reports" and one was added to Article 2.4.1.1 with respect to the number of meetings to be held for each forum. The forum scheduled for February now includes five meetings, but the total number of meetings will be worked out as the process goes on.

Weeks went on to say that two articles in Part 2 were moved to make it clear that the concept design will take place prior to schematic design and this version of the contract also permits up to two concept designs. The original language permitted a concept design on the existing property and an examination of up to three other options. However, if people indicate in meetings that they don't care about the existing building, we might want a concept design for a different location, two concept designs, or a major design with alternates. Weeks said he was pleased that MS&R agreed to this change without increasing the price.

Several sections of the original version of Part 2 applied to work outside of Phase 1 of the project; they have now been deleted for the sake of clarity.

The schedule of responsibility for things expected from MS&R and APL under Article 2.8.3 was reviewed by the City Attorney. Some functions are assigned to APL, including land survey services, geotechnical services and environmental studies and reports. Furthermore, under this agreement, any third-party services APL requested from MS&R would be subject to a ten percent add-on charge.

Weeks asked MS&R for sample charges for budgeting purposes. The firm provided a range, but could only make estimates on the services because costs will be dependent on the site selected. In response to Seagrave's question about the "three buildings of the library," Weeks explained that the reference was to the original structure built in 1904, the 1940 addition and the 1985 addition.

Ross questioned who would bear the cost if an asbestos issue or environmental problem was encountered. Weeks replied that the library would have to assume the expense, and the possibility should be kept in mind. There was some discussion about this; Budd pointed out that those costs would be borne in the next phase, after a bond issue has passed and work has begun.

Luckett asked if there was an organizing principle that determined whether responsibility belonged to APL or MS&R. Weeks explained that "Land Survey Services" are the responsibility of APL because if the expansion takes place on the property at 515 Douglas, for example, additional surveys may not be needed. They are probably already on file.

Ross asked if "Not Provided" meant that nobody provides the service. Weeks said that in the case of Economic Feasibility Studies, for example, MS&R won't provide the service because it is not essential to the project. If the Board wanted to hire someone to survey the community, it would be an option, but it is outside the scope of this contract.

Meier asked why "Existing Facilities Surveys" were not provided and why we wouldn't want to know if the building could support additional stories. Weeks said that part of the newest section of the library is known to be able to support them, but there is also a portion that was not built to bear the weight. Since building codes and materials do change, though, an engineering study might be needed for verification. Meier noted that if the Architects proposed a second story and a study were needed, APL would have to pay for it.

There was discussion about parking. Weeks said that parking capacity would certainly need to be expanded to provide for a building of the scale anticipated, and MS&R is aware of this; the issue was addressed in the RFP. Weeks stated that the City's Public Works Department would manage the library parking lot and take care of it, but it will have to be part and parcel of this project and might have to be part of the bond vote. Therefore, the cost would not be borne entirely by the library, but the lot would also not be reserved for the exclusive use of library patrons.

Seagrave moved and Luckett seconded that the Trustees resume consideration of the motion to approve Parts 1 and 2 of the contract with Meyer Scherer & Rockcastle, LTD., as amended. Vote on Motion: 7-0. Motion declared carried unanimously.

Budd expressed appreciation for all of Director Weeks' efforts and the time he invested in this project. He said Weeks had done an excellent job in resolving all the details and bringing the Trustees a contract that will lead to a quality building.

Meier asked for clarification on the source of the funding. Weeks stated that money from the bequest fund has been allocated, and he also hopes the City Council will allow a transfer of approximately \$94,000 in unspent funds in the library's Capital Improvements Fund (CIP) for this fiscal year.

Vote on motion to accept the contract, as amended, and to adopt a resolution recommending that the Ames City Council approve the library expansion feasibility study contract, Parts 1 and 2, as amended with Meyer Scherer & Rockcastle, LTD.: 7-0. Motion and Resolution declared carried unanimously.

**Adjournment:** Seagrave moved and Campbell seconded a motion to adjourn. The meeting adjourned at 7:43 p.m.