

St. Charles Parish Library
Board of Control Meeting
July 19, 2022
6:00 p.m.

AGENDA

- I. Call to Order, Prayer, & Pledge
- II. Approval of Minutes – May 17, 2022
- III. Attendance Report
- IV. Public Comment (five [5] minutes)
- V. Librarian’s Report
- VI. Communications
- VII. Unfinished Business
 - A. Norco Branch Status
 - B. Hahnville Branch Library Project – Community Engagement Proposal
 - C. Hurricane Ida Recovery Update
- VIII. New Business
- IX. Public Comment (three [3] minutes)
- X. Adjournment

Persons wishing to speak before the board must notify the board secretary (Library Director) at LibraryBoard.Secretary@myscpl.org, or 985-764-9643 at least two days before the meeting to notify the board they will be speaking at the board meeting. All speakers are limited to a maximum presentation of five (5) minutes for requested Public Comment, Agenda Item IV. Public Comment at the end of the meeting is limited to three (3) minutes per speaker. Groups wishing to present to the board are asked to designate one person to make the presentation. Please contact the board secretary for additional information.



June 27, 2022

PROPOSAL PRESENTED TO: St. Charles Parish Library

Re: Community Engagement for the Hahnville Branch

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

PROJECT GOALS AND OBJECTIVES:

This proposal is for 720 Design Inc. to provide community engagement consulting services including:

- Preparing and hosting two (2) Open House style community meetings.
- Conduct an online survey for library spaces and services (one of two options noted below)
- Prepare and present findings to the library board and staff.

The new library site is 5.5 acres at 15080 River Road in Hahnville.

SCOPE OF SERVICES:

Community Focus Group Meetings (two trips x two people)

- Includes preparation of custom interactive focus group content and questions for two (2) interactive Open House sessions over two days. The meetings will include images for voting for Future and Trends for Library Services, and example images of potential library services for interactive voting using “library dollars”.
- Initial meeting to review images content and questions.
- Meeting for approval of images and content.
- Two trips for Open House Sessions for Maureen Arndt and one staff member.
- Additional meetings may be included in optional services.
- Boards and “library dollars” will be left with the library for additional community input at library hosted programs. The library will send 720 design the results for inclusion in the overall data.

Full Service Online community survey

- 720 design (with Ivy Group Consulting) will assist the library in preparing a web-based survey of the community for library amenities, services, and programs. The design team will be responsible for:
 - developing the survey questionnaire (two rounds of revisions) with a series of quantitative questions and up to two qualitative “open end” questions;
 - recommending strategies to ensure maximum participation;
 - programming, testing, and launching the survey;
 - monitoring response rates;
 - analyzing the data;
 - summarizing key findings in a research report; and
 - reviewing the findings with the project team.

The Library will be responsible for:

- posting the survey link on its website and social media; and
- promoting survey participation.

OR

Alternate Online community survey led by the library with assistance from 720 design

- As an alternative, 720 design will assist the library in preparing a web-based survey utilizing previous study example questions and the library will be responsible for developing, implementing, and hosting the survey. The library will provide the data analytics to 720 design for summarizing in the final report.



Prepare Draft Report

Final Presentation to library staff and board (one trip for one person).

Deliverables:

(1) electronic pdf format report

KEY PERSONNEL:

Maureen Arndt shall serve as Project Manager, providing day-to-day client contact and project management.

COMPENSATION:

Community Focus Groups:	\$16,200.00
Full Service Online Survey:	\$9,820.00
OR	
Optional Online Survey (library hosted):	\$6,200.00

ADDITIONAL SERVICES:

Additional Meetings or Presentations (in person):	\$1,680 per person plus travel expenses
Additional Meetings or Presentations (via zoom):	Actual time spent x hourly rate

HOURLY RATES:

Principal, Maureen Arndt:	\$210/hour
Project Architect, Michelle Hayes:	\$180/hour

Reimbursable Expenses: Our estimated fee for travel (as indicated above) and printing costs (boards and library dollars) for work as defined above will not exceed \$5600.00.

Change of Service: Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the Owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner for this project.

All meetings and presentations as itemized above shall take place at the Hahnville Library unless specified otherwise.

Exhibits

Exhibit A-General Conditions: The terms and conditions listed in Exhibit A-General Conditions of Agreement, dated January 2022 will apply to this proposal.

Submitted by:

Approved by:

Maureen Arndt, AIA, IIDA 6/25/22
President
720 Design Inc.

Date

Enclosures: General Conditions



LAWS/REGULATIONS - This Agreement is to be governed by the law of the principal place of business of the Architect. The Owner and the Architect are each bound to a policy of non-discrimination and equal employment opportunity. Owner and Architect are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

CONFIDENTIALITY - Architect agrees to keep confidential and not to disclose to any person or entity, other than the our employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by us or furnished to us and marked CONFIDENTIAL by the Owner. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict Architect from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for Architect to defend itself from any suit or claim.

LIMITS OF LIABILITY – ~~Architect’s services, as limited by the Owner, are performed with the usual thoroughness and competence of the Architecture and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in Architect’s proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining Architect’s services, the Owner expressly agrees that in all cases, Architect’s liability shall be limited solely to its negligent acts, errors or omissions. Architect’s liability to the Owner for injury or damage to persons or property arising out of services performed for the Owner and for which legal liability may be found to rest upon Architect, other than for professional errors and omissions, will be limited to recovery from Architect’s general liability insurance coverage. For any damages resulting from Architect’s negligent acts, errors or omissions in rendering professional services, its liability will be limited to the sum of \$10,000 or one-third its fee, whichever is less. Owner agrees that in no event will it make a claim against Architect after the expiration of five years from the substantial completion of Architect’s services hereunder, or the expiration of two (2) years from the date the Owner knew or should have known of said claim, whichever shall first occur. Following such date, all such Owner claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute of limitations provides for a shorter period of time, such shorter time period shall control. In the event the Owner makes a claim against Architect at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and the Owner fails to prove such claim, then the Owner shall pay all costs incurred by Architect in defending itself against the claim, including but not limited to, attorney’s fees, experts’ fees, consultants’ fees, and the cost of employees’ time expended on the claim.~~

~~In the event of a claim against Architect and its consultants arising out of or in any way related to the negligence or other liability of the Owner, the Contractor or any others associated with or related to the Owner’s project, the Owner shall indemnify and hold Architect and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney’s fees, experts’ fees, consultants’ fees, and the costs of employees’ time expended on the claim.~~

CONTINGENT ADDITIONAL SERVICES - Contingent additional services are services required by circumstances beyond our control. We will notify the owner in writing prior to commencing such services. If the owner



indicates in writing that all or part of such contingent additional services is not required, we shall have no obligation to provide those services.

HAZARDOUS MATERIALS - Unless otherwise provided in this Agreement, Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

The Owner agrees to defend, indemnify and hold Architect and its principals, employees, agents and consultants harmless from any hazardous materials-related claims that may be brought by third parties as a result of the services provided by others for the investigation of or medical work related to hazardous materials in the Project.

ACCESS TO SITE - Unless otherwise stated, Architect will have access to the site for activities necessary for the performance of the services. Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

EXCLUDED SERVICES - Architect has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other persons performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

PROJECT SCHEDULE - Since extensions of time inevitably require additional time and input on Architect's part, we carefully monitor each of our projects and notify our Owners of any unforeseen changes in work scope or schedule. If the basic services covered in the authorized proposal have not been completed within the date indicated therein, through no fault of our own, extension of our services beyond that time shall be compensated on a time and material basis and any maximum cost provision shall be considered expired.

OWNERSHIP OF DOCUMENTS - Upon completion or termination of the Project as herein provided, the original set of drawings, specifications and computer files, as well as all the rights attributable thereto, including the copyright to such drawings and specifications, shall become the property of the Owner, whether the project for which they are prepared is executed or not. The Consultant shall deliver the original drawings, specifications and computer files to the Owner.

It is agreed and understood by the Owner that the Consultant does not hereby convey any rights to any information contained in the drawings and specifications if such information is not proprietary with the Consultant.

Under no circumstances shall the transfer of ownership of the drawings and specifications be deemed to be a sale of a product by the Consultant, and the Consultant makes no warranties, express or implied, in consenting to such transfer of ownership.

The Consultant shall be permitted to retain copies, including reproducible copies of drawings and specifications, for information and reference in connection with the Consultant's Services on the Project.



The drawings and specifications are not suitable for reuse by the Owner on any other project or for additions or extensions to this Project without appropriate professional review and adaptation. Any reuse or adaptation without the Consultant's professional involvement will be at the Owner's sole risk and without liability to the consultant. If the drawings and specifications are to be used for reuse or adaptation without the Consultant's professional involvement, Owner hereby agrees to remove the Consultant's name, professional seal, title block and other means of identification from the drawings and specifications prior to such use. Owner hereby further agrees to hold the Consultant harmless from any and all claims, damages, losses, expenses and attorney's fees arising out of or resulting therefrom.

SUSPENSION OR TERMINATION OF SERVICES - If the Owner fails to make any payment due Architect on account of its services and expenses within thirty (30) days after the date of the statement, then Architect may, after giving (7) days written notice to the Owner, suspend services until all amounts due on services and expenses have been paid in full. Further, Architect shall have the right to withhold all drawings, specifications and other instruments of service as of the date services are suspended. In the event that the Owner requests termination of the services prior to completion of a report, Architect reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of Architect.

DISPUTE RESOLUTION - In any effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

BILLING - Statements are issued when appropriate and shall be payable to Architect Company (Architect) upon receipt, whenever issued, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts which become delinquent shall be paid by the Owner upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

Records of Reimbursable Expenses, of expenses pertaining to a Change in Services or Additional Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative in the office of the Architect at mutually convenient times. Expenses incurred by the Architect in furnishing the Owner or the Owner's authorized representative with copies of such Records shall be a Change in Services or Additional Service."

DIRECT PERSONNEL COST - Direct Personnel Expense is defined as the direct salaries of the Architect's



personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

REIMBURSABLE EXPENSES - Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, mileage, living expenses in connection with out-of-town travel, fees for any government approvals needed for the job, expenses for reproductions (excluding reproductions for use in our office or consultants' offices), expense of postage and handling of drawings, specifications and other documents, expense of computer-aided design/drafting (CAD) and data processing equipment, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.1 times actual cost.

ADDITIONAL CONSULTANTS - Fees for services of additional consultants to be retained under subcontract to ARCHITECT when required, and when authorized by the Owner, will be billed to the Owner at 1.15 times such consultants' net billings to Architect, unless otherwise agreed.

ASSIGNMENT - Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due to monies that may be due) without the prior written consent of the other party.

PROFESSIONAL CREDIT - All written official documents drawings and media reference must specifically credit 720 Design Inc.

TIME LIMIT

Agreement or proposal is subject to re-negotiation if not accepted within 60 days.