



18 December 2018/REVISED 26 December 2018

Mr. Jon Walker, Director  
Pueblo City-County Pueblo Library District  
100 East Abriendo Avenue  
Pueblo, CO 81004

RE: Letter of Agreement for Professional Services  
Architecture & Design Services for the Re-Imagining of Six Branch Libraries

Dear Mr. Walker:

On behalf of the entire team at Humphries Poli Architects (Architect) we wish to thank you for the opportunity to assist the Pueblo City-County Library District (Client) to facilitate a process to provide Architecture and Design Services to Re-Imagine the needs for renovation and/or potential expansion at six branch libraries. To that end, Humphries Poli Architects is pleased to submit this Letter of Agreement to provide services associated with the above referenced project. The purpose of this letter is to define the scope of services and confirm the compensation associated with the work.

**Scope of Services-** The Pueblo City-County Library District (PCCLD) is considering an initiative on the November 2019 ballot to fund renovations and/or potential expansion at seven of the District's branch libraries. The ballot initiative is intended to replace a retiring Bond from 1999 for the construction of the Rawlings Library. It is assumed the new Bond might be in the range of \$10 million to \$14 million to facilitate construction or slightly less than the retiring Bond. Improvements to the Rawlings Library currently being proposed by design services provided by Humphries Poli Architects would be included in this new Bond initiative.

In order to prepare a comprehensive program for the new Bond initiative, PCCLD is requesting Humphries Poli Architects provide architectural services to evaluate the needs of six branch libraries. The six branch libraries as part of this scope of work are:

Pueblo West Branch Library at 298 S. Joe Martinez, Pueblo West CO 81007  
Patrick Lucero Branch Library at 1315 East 7<sup>th</sup> Street, Pueblo CO 81001  
Barkman Branch Library at 1300 Jerry Murphy Road, Pueblo CO 81001  
Lamb Branch Library at 2525 So. Pueblo Blvd, Pueblo CO 81005  
Greenhorn Valley Branch Library at 4801 Cibola Dr. Colorado City, CO 81019  
Tom & Anna Marie Giodone Branch Library at 24655 US HWY 50E, Pueblo CO 81006

In 2018 PCCLD retained the services of Lifespace Corporation to conduct a Property Condition Assessment Report (PCA) for each of the six referenced branch libraries and the Rawlings Library. The PCAs include an evaluation of the site/civil, landscaping, mechanical, electrical, structural, code compliance and accessibility compliance of each facility. The PCAs also note deficiencies, lifespan of systems, and recommended plans of action for the next several years. The PCAs authored by Edward Devine will be used as the basis of the recommendations for these systems by in the Re-Imagine study.

It is intended the architectural and library program recommendations will be directed by Humphries Poli Architects collaborating with a leadership team from PCCLD. The Architect will meet with the PCCLD team on a regular basis to gain input and thoughts on the recommended





approach. Humphries Poli Architects will offer an optional service to facilitate two District wide public meetings to gain input from stakeholders and library users. A final presentation to the PCCLD Board of Directors will occur at the June 2019 Board meeting to allow Directors the opportunity to consider the proposed ballot language.

In general, the scope of work of Humphries Poli Architects will include the creation of illustrative floor plans, site plans (if an addition has been proposed), a description of the scope of work and a project cost estimate. It is anticipated the Re-Imagine study will provide the basis for the cost of work to be included in the proposed 2019 Bond. PCCLD is proposing the renovation of the six branches and the Rawlings Library be phased over several years.

The Scope of Services of this Letter of Agreement will consist of four phases of work with the following summary of activities within each phase:

**Phase 1: Move In/Understand-** A start-up meeting will be conducted to establish project goals, schedule, and confirm deliverables. We will solicit thoughts and observations from the PCCLD leadership team and staff to gain a better understanding of the conditions and potential deficiencies of the various building systems and evaluate the level of customer service. We will analyze existing drawings and PCAs in order to establish a foundation for the process. We will review information provided by the Library on the size of collection, circulation statistics, programs, and other relevant information critical to understanding the need for an expanded library. We will tour each branch library and document our initial thoughts and issues.

**Phase 2: Create-** A series of meetings with the PCCLD Leadership team will be conducted to summarize the findings from the previous phase. We will provide a draft of a conceptual Library Program outlining recommended sizes of programs/functions to facilitate projected growth of collections and services at each branch library. Conceptual floor plans will be presented addressing issues impacting workflow and customer service. The conceptual drawings will illustrate ideas specific to the respective functional areas of the library- ie. Children's, Teens, Adult, Technology, Public Meeting and Study Rooms, etc. This process will result in the creation of two to three options on how to address the library's needs at each branch library.

**Phase 3: Agreement-** After presentations to the PCCLD leadership team of the options from the Create Phase, Architect will synthesize the design proposals into one preferred option. This design option will be presented in the form of colored site plan, floor plan, elevations, and perspective sketches, if appropriate, to demonstrate the intent of the Re-Imagined branch libraries. The Architect will offer an opinion on the rough order of magnitude for the cost of the project.

**Phase 4: Final-** A Final Report will be created summarizing the process and findings of the previous phases of the work. Our plan will be a road map for phased implementation of the vision. The Final Report will also include an estimated project budget including assumptions and a line item costs for all major elements of a project of this nature. The intent of the Final Report is to develop and document our research as to how the proposed renovation and/or expansion of the branch libraries exceeds the goals of the Pueblo City-County Library District's leadership team in defining what the next generation of customer services will be in a physical sense. The Report will provide the basis of information to convince PCCLD leadership of why this project is important and how this plan helps the Pueblo City-County Library District understand how these six branch libraries will continue to be a great community asset in the ever changing world. A draft version of the Final Report will be prepared and distributed to you for review and comment. Comments would then be incorporated into the final document and presented to the Library for their consideration and use. Ten bound paper copies and one electronic copy of the Final Report will be delivered to the Library.

**Services Not Included-** The following services are not included in this proposal and if required would be negotiated on an as-needed basis:



1. Services associated with the discovery and identification of hazardous materials.
2. Design services beyond those described above, including civil engineering, mechanical engineering, electrical engineering, and structural engineering disciplines.
3. Detailed cost estimating.

**Fees for Professional Services-** Based upon our understanding of the requirements for this scope of work our fee proposal would be calculated on a lump sum basis of \$67,000.00. The allocation of fees per phase is as follows:

Phase 1- Move In/Understand	\$ 7,000.00
Phase 2- Create	\$ 20,000.00
Phase 3- Agreement	\$ 30,000.00
Phase 4- Final	\$ 8,000.00
Expenses	<u>\$ 2,000.00</u>
Total	\$ 67,000.00

An additional optional service of facilitating two District-wide public meetings to gather input from users and non- users of the six branch libraries will be provided at a cost of \$3,500.00

In the event the scope of the work changes or additional design services beyond the scope defined above are required, these services would be based on the following standard hourly rates. However, no additional design services are authorized unless previously approved by PCCLD.

The lump sum fee above includes \$2,000 for reimbursable expenses for travel, copies, etc.

Invoices will be sent monthly based on a percentage of completion. It is anticipated that payment would be received within 30 days of receipt of the invoice.

Compensation for services beyond that noted above will be invoiced hourly at the following rates:

Principal	\$ 250/hr.
Project Manager	\$ 145/hr.
Architect	\$ 115/hr.
Designer	\$ 95/hr.
Interior Designer	\$ 115/hr.
Staff	\$ 60/hr.

These rates are subject to change on an annual basis in January of each year commencing in January 1, 2020.

Reimbursable expenses include miscellaneous items associated with the project, but not limited to printing (excluding bid documents), long distance telephone, mailing, and out of town travel. These expenses would be invoiced at cost plus 10%.

**Schedule-** It is anticipated the scope of work described above will be completed by 31 May 2019.

**Limitation of Liability-** In recognition of the relative risks and benefits of the project to both the Client and the Architect, the risks have been allocated such that you agree to the fullest extent permitted by law to limit the liability of the design professional for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause of causes, so that the total aggregate liability of the design professional shall not exceed the design professional's total fee for services rendered on this project. Such claims and causes included, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.





**Information for the Sole Use and Benefit of the Clients-** All Opinions and conclusions of the Architect, whether written or oral and any plans, specifications or other documents and services provided by the Architect 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 Architect. Such consent shall not be unreasonably withheld and client may share the materials with other firms if project proceeds and goes through a bidding process for professional services in the future. 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 Architect or the Client.

**Ownership of the Documents-** All products and drawings created as a result of the engagement of these professional services shall become the property of the Client for their use as noted above. If requested the Architect will provide this information in a digital format using industry standard software.

**Dispute Resolution-** Any claims or disputes between the Client and the Architect arising out of the services to be provided by the consultant or out of this Agreement shall be submitted to non-binding mediation.

**Termination of Services-** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

**Form of Agreement-** We are very excited to be working once again with the Pueblo City-County Library District. This Letter shall serve as the form of Agreement for the previously defined Scope of Work.

We are most appreciative of your consideration of our firm and look forward to providing professional services for this most important project. Please sign as indicated below and return one copy to this office.

Sincerely,  
Humphries Poli Architects, P.C.



Dennis R. Humphries, AIA  
Principal

Accepted By:	Date:
Jon Walker	
Executive Director	
Pueblo City-County Library District	

