

December 20, 2021

PROPOSAL PRESENTED TO: Burleson Public Library Master Plan Year One

Re: Burleson Public Library Master Plan

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 consulting services including developing a needs assessment for building space programming including Benchmarking, Stakeholder Interviews, Community Input through focus groups and an online survey, and Discovery Tours related to determining the needs for the future of the Burleson Public Library.

The analysis is the first step in determining:

- If the current 17,000 SF facility meets the community needs.
- If the current facility can be expanded on the 2.179 acre site or renovated to meet the future needs.
- If a new facility should be built on a new site to be determined.

SCOPE OF SERVICES:

Year 1: Needs Assessment and Building Space Programming

Prior to the first programming meeting gather the as much as the following information as possible:

- Original Library Plans
- Existing site plan/plat/survey
- City planning population projections
- Circulation stats by genre for one year (2019)
- Program attendance (by age group) stats for one year (2019)
- Collection Development Plans
- Strategic and/or Long-Range Plan for Library (received)
- Technology Plan
- Technology Inventory, to include current computer counts
- Number of reader seats in the library
- Library Organizational chart and staffing projections

Prior to Site Selection and Conceptual Planning

- Citywide and Neighborhood Plans
- Locations of public utilities
- Relevant Zoning Ordinances
- Identify any easements, set back requirements and height restrictions
- Site Survey/Plat (720 has received)
- Deed restrictions
- Geotechnical reports (if they have been completed prior to this project)

Prior to initial meeting:

- 720 design will produce and distribute a library staff questionnaire for discussion at the kick off meeting.

Programming Meeting #1 "Kick Off" and interviews (on site)

- Identify Process, Schedule, Goals and Criteria for Success



- Discuss stakeholders expectations and pre-conceived notions
- Review online survey questionnaire sample questions
- Discuss Leadership/Stakeholder discussion guide, goals, and scheduling
- Strategize on community input opportunities, format, and schedule
- Identify peer libraries

Staff Stake holder interview:

- Staff Interviews in their current space to determine required workflow and space requirements

Optional Discovery Tours of other Libraries – in person or virtual

- In person visits to similar sized libraries for lessons learned and current best practices with library staff and stakeholders are an additional service.
- Virtual tours of Seguin and/or other libraries are included in the base fee.
- The tours allow the library and design team to develop a “common” language to utilize throughout the programming process for discussions on spaces and sizes.

Community Focus Group Meetings

- Includes preparation of custom virtual and interactive focus group content and questions for three (3) interactive virtual sessions over two days. The meetings will include the history of the Burleson Public Library, Future and Trends for Library Services, and example images of potential library services for interactive voting by participants.

Online community survey

- 720 design 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 (one round of revisions) with a series of quantitative questions and one qualitative open end question; recommending strategies to ensure maximum participation; analyzing the data; and summarizing key findings.

Benchmark study to peer libraries – for performance and space

- Peer benchmarking against up to 4 Texas Peer Libraries, collection development plan, technology plan, and staff space standards.

Virtual Space Program Development Meeting #2

- Presentation of Preliminary program “Wish List” and set priorities
- Discuss general and specific design requirements for the library and the site

Virtual Space Program Development Meeting #3

- Zoom meeting to review the program line by line to reach final needs assessment size.

Technology Workshop:

- Review of existing structural components of the existing library for expansion (horizontal or vertical)
- A written report of the results will be provided.

Final Program Meeting #4:

- Presentation of final needs assessment and building space program



COMPENSATION:

Our estimated fee for the scope of work as defined above will be:

Burleson Public Library . Burleson . TX	
Project Management & Expenses	\$2520
YEAR ONE MASTER PLAN AND PROGRAMMING	\$33,250
Consulting Fees	
NV5 Technology Consulting	\$3,400
TOTAL PART 1	\$36,650
Other Optional Fees	
In Person Discovery Tours	\$3,360/day+expenses
Additional Community Meetings:	
Three (3) in person	\$2,520
Virtual	\$432 each

KEY PERSONNEL:

Maureen Arndt shall serve as Project Manager, providing day-to-day client contact and project management.
Susannah Hills, 720 design, shall serve as Interiors Project Manager
Rebecca Atchison, 720 design, shall serve as BIM Manager/Project Architect
Mary Cook, NV5, shall serve as Technology Consultant

OPTIONAL ADDITIONAL SERVICES:

Additional Meetings, Presentations or field measuring buildings will be billed at an hourly rate as follows:

Maureen Arndt/720 design	\$216/hour plus travel expenses
Susannah Hills/720 design Interiors Project Manager	\$196/hour
Rebecca Atchison/720 design BIM Manager/Project Architect	\$180/hour
Online Survey	\$155/hour
Graphic Design	\$150/hour

Reimbursable Expenses: Expenses are over and above the Fee Compensation listed above. Expenses include renderings, pdf transfer to Revit or scan to PDF for existing plans (estimated @ \$800) and printing (estimated @ \$400). Reimbursables will be billed at 1.10% of actual costs. Local travel expenses (meals, mileage) are included in the fee.

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 virtually (via Teams or Zoom) or at the Burleson Public Library unless specified otherwise.



www.720design.net
Proposal to Burleson Public Library
Library Master Plan – Year One
Burleson, TX
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Exhibits

Exhibit A-General Conditions: The terms and conditions listed in Exhibit A-General Conditions of Agreement, dated December 2021 will apply to this proposal.

Submitted by:

Maureen Arndt, AIA, IIDA 12/20/21
President
720 Design Inc.

Approved by:

Sara Miller, Library Director
Bryan Langley, City Manager
Date 1/13/2

Enclosures: General Conditions

YEAR ONE: MEETING SCHEDULE	DATE	DESIGN TEAM ATTENDEES	TIME
Pre-Design			
Gather Data, Statistics, Previous Reports, Architectural Plans (720 design to provide detailed list)	On going	Burleson Library	
On-site Field Verification	January 2022	720 design	
FFE Design			
Kick Off Meeting #1 Set goals and vision, confirm schedule, strategize Discovery Tours, Online Survey, and Community Input Sessions/Events	January 17, 2022	Burleson Library 720 design Stakeholders	9:00 am (on site)
Optional Discovery Tours Tour local and regional libraries to form a common architectural/space vocabulary	February 2022	Burleson Library 720 design	tbd
Community Input Sessions: Gather input from the broad community to determine new services, spaces, needs, and desires for library service. These may include in-person focus groups, virtual focus groups, hybrid focus groups, town halls, pop up input at City events or others to be determined.	February/March 2022	Burleson Library 720 design Community Stakeholders	tbd
Meeting #2: Space Program Development Review data, benchmarking, standards, and community input as it relates to space. This is the "wish list" phase of the program.	February 28, 2022	Burleson Library 720 design Stakeholders	3:00 pm (virtual)
Meeting #3: Space Program Development Review the program and set priorities for space and staffing requirements based on service area and new services to be offered.	March 21, 2022	Burleson Library 720 design Stakeholders	3:00 pm (virtual)
Technology Workshop Determine appropriate trends and emerging technology to be incorporated into a re-envisioned library.	April 2022	Burleson Library 720 design NV5 Stakeholders/City IT	tbd (virtual)
Meeting #4: Final Program Review Review the final draft program report and provide comments.	April 2022	Burleson Library 720 design Stakeholders	tbd (virtual)
Prepare and submit final report Final Presentation	May 2022	Burleson Library 720 design Stakeholders	tbd (on site)
Year One Final Presentation	TBD		



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 four 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.

Exhibit A

This exhibit shall be attached to the agreement or contract dated December 20, 2021 between 720 Design Inc. (the "Vendor") and the City of Burleson, Texas (the "City") (the "Agreement"), and is fully made a part of said Agreement. In the event of a conflict between any provision in this exhibit and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this exhibit shall govern. The provisions of this Exhibit shall survive any termination, closing, or completion of the Agreement.

1. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

2. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

3. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

4. Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF CITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY. THE TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

5. Indemnity. The City shall not and does not indemnify Vendor or any other third party under the Agreement.

City of Burleson, Texas (City):

By: 

Printed: Bryan Langley

Title: City Manager

Date: December 20, 2021

720 Design Inc. (Vendor):

By: 

Printed: Maureen Arndt

Title: President/Founding Principal

Date: December 22, 2021