

TIMBERLAND REGIONAL LIBRARY  
BOARD OF TRUSTEES SPECIAL MEETING  
1006 Sleater-Kinney S.E.  
Lacey, WA 98503

March 10, 1977

M I N U T E S

BOARD MEMBERS PRESENT:

Elmer F. Keiski, Chairman - Thurston County  
Robert M. Baker - Lewis County  
Ruth K. Schmidt - Member-at-Large  
Mary Mayr - Grays Harbor County  
Donald M. Cox - Pacific County  
Shirleen Johnson - Member-at-Large  
Mary Thurston - Mason County

STAFF PRESENT:

Louise E. Morrison, Library Director  
Virginia Barton, Assistant Director, Western Area  
Mary Stough, Assistant Director, Eastern Area  
Joy W. Ayres, Business Manager  
Donna M. Schaan, Supervisor-Personnel Administration  
Sally Settle, Supervisor-Central Services  
Beverly Walter, Board Recording Secretary

GUESTS PRESENT:

Marie E. Albrecht  
Janet Blumberg  
Tom Briggs, Capital Plumbing & Heating  
Vern Carlson, Andy Johnson & Co., Inc.  
Bud Chapel  
Robert B. Harmes, Grayston Corp.  
LaVerne Hayes, Yelm  
Sabrina Kitts  
Oddie Kyler, Yelm  
Bernadette McCann  
Richard F. McCann, Architect  
H. K. Paulson, Harold's Plumbing  
Earl Pitt  
Harry Powell  
Jane Dowdle Smith, Attorney

Chairman Keiski stated before he called the meeting to order, he would like to introduce Mrs. Mary Thurston, newly appointed by the Board of Commissioners of Mason County to complete the term (December, 1982) of Rita McArthur, who recently resigned from the Board. Mrs. Thurston is from the Belfair area and is employed by the Washington State Department of Social and Health Services. The Chairman then introduced the other board members. He commented that Mrs. Thurston, and also Mary Mayr and Shirleen Johnson were relatively new members, and they had not been properly introduced to the procedures of the library nor their respective responsibilities because of the hectic meetings dealing with the plans of the service center, and he would like to have a brief ceremony welcoming them to the Board. He asked that Ms. Mayr, Mrs. Johnson and Mrs. Thurston follow in the ceremony with him. Mr. Keiski quoted a librarian who recently wrote that "The library is the last strong-hold of democracy, and it is the one institution that still serves the individual." Mr.

Keiski said that a trustee or a library board member--and they are synonymous--has the rare opportunity and obligation of promoting this American ideal of equal opportunity for all; therefore, a love of humanity and its educational welfare is a necessary attribute of library trustees. The Board of Trustees is responsible for the total effectiveness of the library service and for keeping the public, as well as government officials, informed of the library's progress and needs. He asked the new trustees if they had received a copy of the Timberland Regional Library Trustee's Code of Ethics, which was adopted by the Board on August 21, 1975. They replied they had. The Chairman asked if they supported this code. They answered yes. He further asked if the powers and duties of the board had been sent to them in the pamphlet "Library Laws, 1976." They replied they had received their copy. The Chairman then read that section aloud, for the benefit of those present, as it appears in RCW 27.12.210.

"Organization--Bylaws--Powers and Duties. The trustees, immediately after their appointment or election, shall meet and organize by the election of such officers as they deem necessary. They shall:

"(1) Adopt such by-laws, rules and regulations for their own guidance and for the government of the library as they deem expedient;

"(2) Have the supervision, care, and custody of all property of the library, including the rooms or buildings constructed, leased, or set apart therefor;

"(3) Employ a librarian, and upon his recommendation employ such other assistants as may be necessary, all in accordance with the provisions of RCW 27.08.010; prescribe their duties, fix their compensation, and remove them for cause;

"(4) Submit annually to the legislative body a budget containing estimates in detail of the amount of money necessary for the library for the ensuing year; except that in a rural county library district the board of library trustees shall prepare its budget, certify the same and deliver it to the board of county commissioners in ample time for it to make the tax levies for the purpose of the district;

"(5) Have exclusive control of the finances of the library; (See also RCW 27.12.240);

"(6) Accept such gifts of money or property for library purposes as they deem expedient;

"(7) Lease or purchase land for library buildings;

"(8) Lease, purchase, or erect an appropriate building or buildings for library purposes, and acquire such other property as may be needed therefor;

"(9) Purchase books, periodicals, maps, and supplies for the library; and

"(10) Do all other acts necessary for the orderly and efficient management and control of the library."

Chairman Keiski asked the new members if they would faithfully uphold these and other laws which govern libraries to the best of their abilities. They replied yes.

Chairman Keiski then called the special meeting of the Timberland Regional Library Board to order at 8:20 p.m. He stated that the meeting had been called in compliance with

the Open Public Meetings Act, Chapter 42.30 RCW. As stated in the call for the meeting, only two items of business could come before the Board:

- (1) Amendment of the architect's contract (Unfinished Business of February 17, 1977 due to loss of quorum); and
- (2) Bid award for construction of the new library service center.

He said that sealed bids had been invited by the Board in compliance with Chapter 39.04 RCW and other pertinent provisions of Title 39 RCW, and in compliance with the provisions of the Local Public Works Capital Development and Investment Act of 1976 (Public Law 94-369). He advised those present that the Library Director had executed a notarized statement that all bids which were received by or before the advertised deadline of 4:00 p.m. on March 10, 1977 had been presented to the Board for consideration. Bids had been received from the following firms, in alphabetical order:

1. Arango Construction Company
2. Capital Development Company
3. Cope Construction Corporation
4. Del Guzzi Construction, Inc.
5. Gray Construction Company
6. R. W. Huff Construction Company, Inc.
7. Andy Johnson & Company, Inc.
8. Venture Construction, Inc.

Chairman Keiski introduced Becky Morrison, Director, Jane Dowdle Smith, Timberland Regional Library Attorney, and Richard F. McCann, architect; also Mr. Walt Isaac, Special Project Officer. Mr. Keiski then asked Mr. McCann if he wished to introduce anyone. He introduced his wife, Bernadette, Mrs. Mary Albrecht from his firm, and Mr. Harry Powell. Mr. Keiski then stated Mr. Isaac's diligent work on meeting the application requirements toward this project was significant enough to receive the federal grant, and his efforts should not go unnoticed. The Chairman stated that the procedures he would follow would be to have the architect, Mr. McCann, open each bid and read it aloud for the record. Following the reading, he would recess the meeting for about one-half hour while the architect and Building Committee, Bob Baker and Don Cox, analyzed the bids to see if an immediate recommendation could be made for acceptance or rejection. Those in attendance were reminded that the terms of the EDA grant require on-site labor to begin within 90 days of the Grant offer which was December 23, 1976. Anyone caring to do so was invited to look over architect McCann's shoulder during this analysis (quitely please!). The Chairman stated this was a public meeting in which bids were being considered for the construction of a public building funded by public money and he was pleased with the interest in this project which would allow Timberland to give even better library service than it had. Chairman Keiski slit the envelopes open, and Mr. McCann read the following bids which were written on the blackboard:

1. Arango Construction Company - \$912,063.
2. Capital Development Company - \$894,768
3. Cope Construction Corporation - \$876,565
4. Del Guzzi Investments, Inc. - \$970,000

5. Thomas G. Gray Construction Company - \$918,640
6. R. W. Huff Construction Company, Inc. - \$888,786
7. Andy Johnson & Company - \$1,024,433
8. Venture Construction, Inc. - \$833,700

The Chairman then recessed the meeting while bids were reviewed.

The meeting was reconvened at 9:00 p.m., and Mr. McCann stated that the low bidder was Venture Construction Company, and the low bid they had submitted was \$833,700. He explained there was an Addendum No. 4 which was in connection with fire protection matters brought by the City of Tumwater, and that addendum had been placed in the mail by his office two days ago and did not arrive in time for bidders to include this additional cost of \$8,500 in their bid. However, with this change order of an additional amount of \$8,500, Venture Construction, Inc. was still the low bidder at \$842,200. He recommended the Board select the low bid of Venture Construction, Inc.

77-18      BOB BAKER MOVED TO ACCEPT VENTURE CONSTRUCTION AS THE LOW BIDDER; DON COX SECONDED THE MOTION; PASSED UNANIMOUSLY.

Chairman Keiski stated that the second agenda item was the amendment to the architect's contract, and the trustees had received a written summary of all amounts paid and from which fund, and he asked for a motion for same. Mr. Cox asked if it was imperative this matter be taken care of at this meeting, since the Board would meet again next week. Mr. McCann stated that he had a prior commitment scheduled for the following Thursday. However, he said that he could send a representative if necessary. Chairman Keiski felt the details which had been moved on in the past were in order, and there was nothing which was unanticipated either from federal grant or from TRL funds, and recommended the matter be resolved at this meeting, if possible. Mr. Cox requested a review of the minutes, as it was his understanding that the Board had hired him, got off the ground, rehired him to proceed from there, and perhaps hired him a third or fourth time, and thought the matter had been buttoned down through the complete project. Mrs. Morrison stated that the grant had not been received at that time. Mr. Cox felt they had anticipated the possibility of receiving the grant, and said he was a little lost in his memory of the entire transaction.

Mr. McCann stated that the sheet which had been sent to the Board members outlined costs which would be considered adequate, and Mr. Cox replied that he had received his copy. Mr. McCann further explained that in the actual cost figures in the third section of the material sent to the members, there was an additional amount predominantly used in the construction document phase, and the results had been reallocated for the supervision phase, and he explained how it varied from the original stipulated sum. He stated that amount had been exceeded, because of the amount of design time and design construction documents. The amount of money being charged by the mechanical engineers, electrical engineers, and structural engineers had doubled, almost, the amount that his own office spent, and created a cost differential. Specifically, there was never the approach to the project as a modular project by his consultants, although Mr. McCann had much discussion to the contrary. Mr. McCann had argued this was not a typical building; at \$18,000 per module including site work (it was something less than that), they were under \$30 a square foot. It cost money to get where they were and they were still in the development stage on what he believed was an unusual and new type of construction. Mr. Cox asked if the Board had signed an obligatory contract with Mr. McCann to see the project through. Mr. McCann replied yes. Mr. Cox asked if it was a firm dollar and cent figure. Mr. McCann replied the contract signed was a contract for complete services through the construction supervision for an amount of the original phase worksheet, plus \$15,000, plus \$5,000, for a total of \$20,000 over the amount of the phase worksheet.

Mrs. Smith interjected plus on the second page of the document, there were figures for additional costs which had been deleted--this was the September document --and in the February document, they had deleted those dollars and changed the dollar amounts on page 4-A. Mr. Cox asked if they had a signed contract, what further action did the Board need. Mr. McCann stated they had to amend that signed agreement in respect to (1) the increased amount of costs for construction documents; and (2) increased document preparation costs. Administration, bidding and negotiations were being kept at the same level, and they were removing interior furnishings which had been in the original contract to be handled by implication of the general conditions separately, but were saying here that that would be written into a separate contract. Mr. Cox asked if interior furnishings were in the original contract. Mr. McCann replied as he had read the AIA conditions, it said that interior furnishings were considered additional to the contract; however, it was never spelled out, so he had separated it out. In the original contract, the amount on the phase worksheet which covered supervision was a total figure of contract administration of \$5,000; that estimate was revised to \$15,375. They had been told by a representative of EDA that it was a function of construction; that the concrete use and testing of cylinders to be broken to test the compressive strength prior to removing each form was required by the Building Code, and was a precaution to removing the forms too soon. That was a cost which would not be considered in a traditional building, and they had that coming through as EDA money as an additional offset figure. Mr. McCann stated what he was asking was that the Board include that money into his overall supervision fee, so that the revised figure by the attorney had incorporated that \$15,325 as project inspection. By the time his firm had completed the re-arithmetic of what was paid and added on, it came to \$32,294.48. Mr. Cox replied if he had two more figures, he would be very satisfied: (1) the total dollars and cents for the architect's fee of the current agreement; and (2) total dollars and cents of the architect's fee should the Board approve the change. Mr. McCann stated they could do that. Chairman Keiski then asked Mr. Ayres to recap the figures, xerox copies for all the Board members, and then hold further discussion. The fees presented to the members were as follows:

RECAP OF ARCHITECTURAL FEES

\$ 5,000.08	
<u>57,894.00</u>	
	\$62,894.08
<u>\$15,375.00</u>	
	<u>\$78,269.08</u>

Mr. Cox stated, "This does not include the interior furnishings, and furnishings in this case are a separate item from the budget of TRL." Chairman Keiski asked Mr. McCann to recap the fees. Mr. McCann stated that the beginning \$5,000 came from the first phase in the original agreement, which was to explore the feasibility, develop a concept, and provide drawings that would allow the Board to make a decision to go ahead with the project and how much it would cost. Mr. Cox asked if they had hired him for that, and paid him for that. Mr. McCann replied that is correct, and by the way, on the sheet given to the Board, the payment is shown on the two figures on the top--Phase I. Then going beyond that, there was Phase II. Phase II was the construction document preparation, and it traditionally includes what would be design development, which was also a refinement. That was where you found out if you got a concept of the building, a budget of the building before you detailed windows and doors and gutters, etc. This had to be firmed up so the Board approved it, so those were the drawings his firm presented when they came down to seek approval for the concept, and were developed during the first period of that overall budget. At the time this building planning started in July, it included a 23,000 square foot scheme, expandable to 37,000 square feet and the scheme was also reduceable and workable, and also had a 10,000

square foot scheme, so there was the same building at 10,000 square feet, 23,000 square feet and 37,000 square feet, and each one had been completely worked out. Mr. Cox stated the Board did not want the same problem with Mr. McCann that Mr. McCann had with his structural engineers. Mr. McCann stated the \$62,894.08 brought them to the point where the drawings went out for bids and included the book of specifications and construction documents. Chairman Keiski asked if it met requirements for EDA. Mr. McCann stated it met requirements for EDA, building codes, etc. Mr. Cox asked if the Board had a firm contract with Mr. McCann to take them to that point. Mr. McCann replied yes. Mr. Cox asked if the Board had a contract to take Mr. McCann beyond that point. Mr. McCann replied they had a contract presently which would go beyond that point for certain unpaid moneys and would be in addition to the \$62,894.08. He was not prepared to say how much that would be, because mathmatically it was complicated. However, his bookkeeping system showed they went into interior furnishings in the building design money too, and yet there had been a problem in that they really did not know what they had spent the money for, as they could not define where interior furnishings stopped and the building went on. At the time the EDA grant was received, they knew they could build around 23,000 square feet and probably get some more money. At that time, Mrs. Morrison had asked where do we put the offices and make things work, so his firm did a plan where they increased and relocated the director's office, the assistant directors' offices, the conference room, and further developed a different scheme for mail sorting and other functions. His firm then went back, and following their own estimator, came in with an approximate \$28 per square foot figure for the building, not the landscaping and site work, so with that \$28 figure, backtracked again, and developed a fourth set of plans. Mr. McCann stated he was asking for the \$15,375, not with the idea of doing extra planning, but with the idea of maintaining the supervision required for construction. Mrs. Smith interjected that this figure included the amendment to 4-A, which included all the additional services and specifications for project inspection, and of the \$5,000, and then the \$32,375, so that was the contract in total for all of Mr. McCann's services, the contract in hand tonight. Mr. McCann replied yes, with the exception of the interior furnishings. Mrs. Smith stated that was not included. Mr. Baker asked if this were a future item, and Mr. McCann replied yes. Mr. McCann further stated the latest contract reads that there is a breakout of \$5,000 for bookkeeping purposes in that contract, so nowhere do you see \$62,894 or \$37,882, and instead, it was broken out in order to comply with the EDA application, because the money they were trying to show there was not Timberland money past a certain point. That money was actually EDA money and by the time the EDA application was firmed up, they had a handle on what they were into and that it was covered. In spite of the fact that the EDA application said "additional engineering services, other engineering services, contingencies, architectural fees, etc." the contract now fit hand in glove with EDA. Mr. Cox stated he was completely satisfied with the current total fee, but would like to have the other figures of the original total contract. Mr. McCann stated the original--the phase worksheets which were dated from July--was \$31,750 and included interior furnishings in that figure. Mrs. Morrison stated that \$15,325 of this total was inspection. Mr. McCann stated for the \$31,000, they were allowing \$5,000 for architectural supervision and that kind of supervision would be relative to a building such as the present service center, but not relative to concrete structure. Mr. Cox asked if they had not always planned a concrete structure. Mr. McCann replied they planned a modular structure and had a concept of using the modular form of the reservoir. He was not aware of the engineering required, the breaking of a test cylinder of a certain strength of concrete, etc. Mr. Cox replied by the same token the obligation would have been Mr. McCann's to be satisfied enough to tell the Board to accept this building from the contractor from the original contract between the Board and Mr. McCann. Mr. McCann replied that is correct. Mr. Cox further stated the \$31,750 could have carried the Board through, and Mr. McCann would not have given it a close scrutiny as he would now. Mr. McCann replied on \$31,750, the Board probably would have built a 10,000 square foot building and it would have been square. The 10,000 square foot building was actually a plan that at one point in time had been

on their drawing board as the total building, and at 10,000 square feet, it would have been half the building which is now not being built, without site development. When it came to EDA funding, landscaping was added. It was a matter of assuming there was an EDA grant available, and Mr. Isaac had advised them on the level of funding practical to request. Mr. Cox answered by the same token as far as Mr. McCann's work was concerned, from a 10,000 to a 23,000 square foot structure, the principal increase in his workload would be the additional concrete testing and the supervisory phase. Mr. McCann replied yes. Mr. Cox asked if even in the planning stage there would be very little additional work involved, and if it was correct that the bulk of it fell-- or the difference between a 10,000 and a 23,000 square foot building--with the on-site supervision. Mr. McCann replied basically. Chairman Keiski asked of the \$62,894 which got the Board through Phase II if that was a mixture of TRL funds and federal funds. Mr. McCann replied that was correct and it showed on the right hand column that the three payments were TRL. Chairman Keiski asked if the \$15,375 figure was EDA money which had been written up in the project, and Mr. McCann replied that was correct. Chairman Keiski stated this would bring the total to the new figure of \$78,269.08. Mrs. Schmidt asked of that figure of \$78,269.08, how much was Timberland funds. Mrs. Morrison stated as far as had been paid, \$20,012 came out of Timberland funds and the Board was committed for a total of \$31,000 plus from Timberland funds. Mrs. Schmidt asked how much of the money paid so far has been Timberland funds. Mrs. Morrison replied \$25,012.08, and there still were the furnishings which would come out of the original commitment.

Chairman Keiski asked if the trustees could think of any other questions of Mr. McCann so he could answer them and the matter could be resolved. Mr. Cox stated he did not wish to resolve it at this meeting, and Mrs. Schmidt agreed. Mr. Cox stated he would like to have excerpts from the minutes of all discussions with Mr. McCann. He was not totally satisfied. He did not know really what he was after, but would like not to handle this matter tonight. Chairman Keiski asked for a motion to postpone the agenda item. Mr. McCann stated there would be billings against the \$15,000 immediately starting. As construction began, the Board had approved the billings for services, so there was no problem that way. Mr. Cox remarked as close as he could figure, not including the sales tax aspect of it, the Board would be in over ten percent of their construction costs in architectural fees. Mr. McCann stated percentage was a good guide and he would say that was right. The reason was that they actually had done the feasibility study at the outset and that would be extra. When you looked at Phase I, you would not count that in the percentage calculation. The feasibility was an addition, so they were really at 8% value. Mr. Cox then requested past minutes, which could be taken completely out of context with the meetings, but to include the discussions with, to or about Mr. McCann and his firm from the initial time the Board hired him to take them through Phase I. Then he requested excerpts where the Board had hired him to Phase II and Phase III, and any other references to the architect. Mr. Cox stated he would then study those minutes. Mr. McCann felt one could not categorize and do a cost accounting on this matter because there was too much duplication of work going on. Mr. McCann explained the duplication of work relative to interior furnishings, the programming book requested by Dr. Lawrence, and the schemes for the three buildings. He felt it would be much more meaningful if he turned over the cost expense records so the Board could see how much money had been paid for mechanical engineering, electrical engineering, and structural engineering. Mr. Cox stated an interest in the billings. Mrs. Schmidt asked Mr. McCann if when he gave a figure including interior furnishings, he would now define interior furnishings. Mr. McCann replied they had an open concept in the plan. In the future, a change of budgets, etc. would allow changes. They had to develop what was going on in the building. They had to know what was going on, and that was space planning. It actually had all the walls in. The walls in this case are open planning and not built with gypsum board and steel studs. There were only a few of those in the building, and that was in the conference room and offices. Instead, there would be movable partitions which

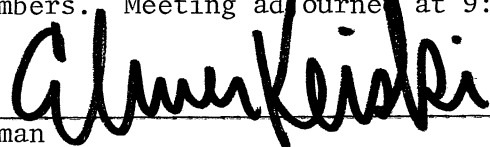
were used around the work centers for open space planning. This kind of partition in itself would not develop, that is, whether they were open acoustical, etc. There was a lot of development to see what kind of space would be used. Also, the space dividers had a depth, what would be actually called a drawer, and possible book shelf units, and additional units for storage. These were all modular and working in components with space. This would be developed under what they call interior furnishings. Mrs. Schmidt asked if Mr. McCann had developed this interior furnishings plan for each of the four sets of plans. Mr. McCann replied yes. Mr. Cox asked if it had been revised at every step of the way. Mr. McCann replied yes. Mrs. Schmidt asked at every time; in other words, when the building was proposed at 10,000 square feet, he had done it for that; and then when it was proposed for 23,000 square feet and 37,000 square feet, all that had to be done over each time. Mr. McCann replied they had drawn four offices for Mrs. Morrison, four offices for Mrs. Barton, four offices for Mrs. Stough, etc. Mrs. Morrison stated Dr. Lawrence had requested all those alternatives. Mrs. Schmidt felt for Dr. Lawrence to request that--when the first time they had gone to his office he simply threw the whole plan back to Mr. McCann and said, "Don't bother me with this"--he had overstepped himself completely. She was sorry Dr. Lawrence was not there to hear her statement. She felt he had absolutely no interest in the original plan, and he had thrown it back. She thought Mr. McCann had restrained himself admirably on that occasion, and apparently, after that, Dr. Lawrence, on his own, had authorized three more plans complete with every external point which must have been very costly in time. Mr. Cox stated, if it would not be embarrassing or cumbersome, he would welcome Mr. McCann's figures. Mr. McCann stated he would give them to both Mr. Cox and Mr. Baker. Chairman Keiski stated this item would be placed on the agenda for action on March 17.

If there was no further action tonight, he would adjourn the meeting. Mr. Baker stated there was unfinished business. That was the urgency of the contract. They had to move immediately to revise cost figures to know how much they were building, etc. Mrs. Smith stated she had left the contract with Mrs. Morrison. Mr. McCann stated they had a contract which outlined the owner contractor according to AIA. The way it would be handled would be the amount accepted as a low bid was \$842,200. Then, there was a device called the "change order" in which there could be deductions or additions. It would be through the instrument of the change order, which was an extension of the contractor's contract, wherein reductions could be made to what is the specific EDA budget. He explained the process to the Board, and stated the plans would be revised to accommodate changes. Mr. Baker asked what had happened to the original estimated \$18 per square foot cost of the original building. Mr. McCann stated he had been thinking a lot about that. It would be nice to say it was inflation, but actually it was not. The EDA money had helped a great deal, and the building proposed is not a make-do building. It would be the same type of office classification as a modern downtown building.

Mrs. Morrison asked if the Board would like to authorize her to sign the contract with the contractor. Mr. Baker replied no, they had to negotiate a contract with the contractor. Mr. McCann stated the EDA budget was very definite, and they had to actually trim approximately \$70,000 from the bid. Chairman Keiski asked if it was clear to the trustees that Mr. McCann would continue billing them for services rendered. They replied they were aware of it.

Chairman Keiski then declared the meeting adjourned, and that the agenda as advertised publicly had been completed. He further stated Mr. McCann would be available for comments or questions from individual Board members. Meeting adjourned at 9:45 p.m.

  
Secretary

  
Chairman