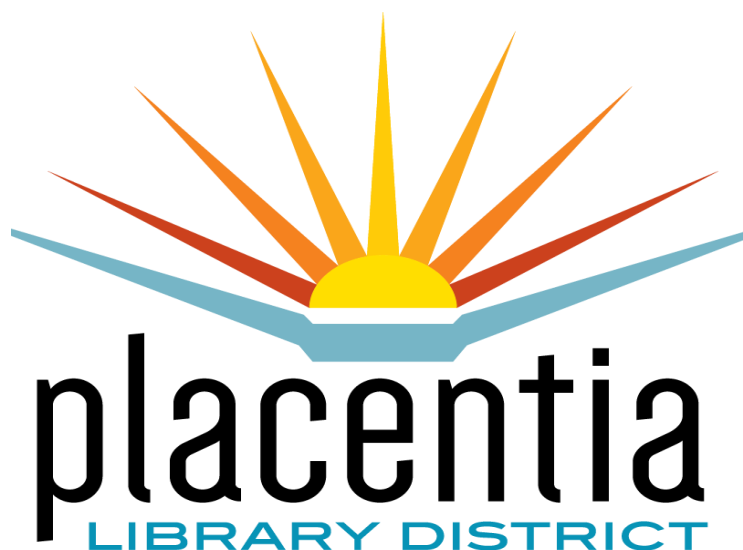


**REQUEST FOR PROPOSALS (RFP)
FOR
DESIGN SERVICES FOR LOADING DOCK
EXPANSION, INSTALLATION OF CHARGING
STATION, AND AN OUTDOOR LIBRARY
FACILITY AT PLACENTIA LIBRARY DISTRICT**

RFP NO.: 2023-01 (Updated 7/12/2023)



PLACENTIA LIBRARY DISTRICT

**411 E. Chapman Avenue
Placentia, CA 92870**

**Carlo Maskarino
Business Manager
(714) 528-1906
Ext. 216**

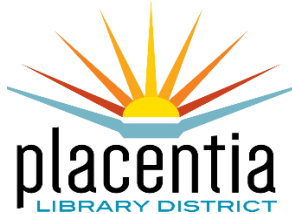
cmaskarino@placentialibrary.org

Approved for Release:

Jeanette Contreras
Library Director
Placentia Library District

KEY RFP DATES (Subject to change at discretion of library):

Issue Date:	<u>July 3, 2023</u>
Deadline for Requests for Information:	<u>August 3, 2023 @ 5:00 pm</u>
Proposal Due Date:	<u>September 3, 2023 @ 5:00 pm</u>
Projected Award Date:	<u>September 28, 2023 @ 5:00 pm</u>
Projected Completion Date for Loading Dock:	<u>December 31, 2023</u>
Projected Completion Date for Charging Station & Library Facility:	<u>July 31, 2024</u>



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for
DESIGN SERVICES.

Responses to this Request for Proposals (RFP) must be submitted electronically to administration@placentialibrary.org no later than **September 3, 2023** at **5PM.** Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the Placentia Library District prior to this proposal due date and time.

Additionally, it is a requirement that hard copy proposals also be sent by courier service, mailed, or hand-delivered in an enclosed sealed envelope and marked clearly with the following...

**“SEALED PROPOSAL FOR
LOADING DOCK EXPANSION, INSTALLATION
OF CHARGING STATION, AND AN OUTDOOR
LIBRARY FACILITY AT PLACENTIA LIBRARY
DISTRICT DESIGN SERVICES”**

RFP NO. 2023-01

**“FOR THE PLACENTIA LIBRARY SPECIAL DISTRICT
DO NOT OPEN WITH REGULAR MAIL.”**

Placentia Library District
Attn.: Administration
PLACENTIA LIBRARY DISTRICT

For further instructions regarding hard copy submission of proposals, please see Page 5.

All notifications, requests for information, updates and addenda will be posted online on the library’s website at <https://www.placentialibrary.org/>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive qualification.

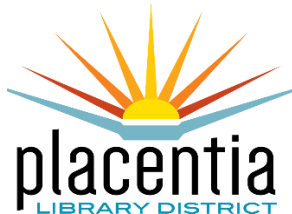
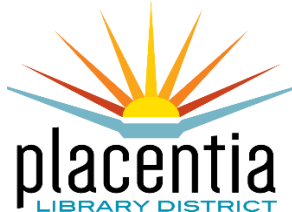


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I. INTRODUCTION / PROJECT DESCRIPTION

Nature of Work:

The District desires to engage a professional consultant to provide design, development, and contract documents for the proposed Loading Dock Expansion and Outdoor Library Facility (collectively, the “Project”). A detailed scope of work is included in the Appendix of this RFP, Attachment 1.

Number of Proposals and Signature:

Three (3) hard copies are required to accompany an electronic submittal of the complete proposal package to administration@placentialibrary.org. One of the hard copies shall be marked as “ORIGINAL” and be signed by a company official with the power to bind the company, and submitted to the Placentia Library District. *Please be explicit in identifying the appropriate person with legal authority to bind the company.*

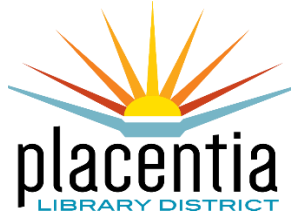
The Statement of Qualifications (SOQ) shall be limited to a maximum of (10) double-sided sheets of paper (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17” and count as part of the 10 maximum sheets of paper.

Proposal Evaluation and Rating:

The criteria for evaluating the SOQ submitted will take the following items into consideration:

- | | |
|--|-----|
| • Firm/Team Experience | 25% |
| • Understanding of Need and Creative Ideas | 40% |
| • Relevant Project Experience | 25% |
| • Schedule of Delivery | 5% |
| • References | 5% |

The District has established a proposal review committee to evaluate proposers based on the response to this RFP, which includes adherence to outlined directions and format, and the District evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.



II. INSTRUCTIONS TO PROPOSERS

A. DISTRICT RESPONSIBILITIES

The District will provide information in its possession relevant to preparation of required information in this RFP. The District will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge concerning the required service operations and contractual matters, including payment of all charges resulting from the Agreement. Contact information such as email and phone number must be included into the proposal.

C. REQUEST FOR INFORMATION OR CLARIFICATION

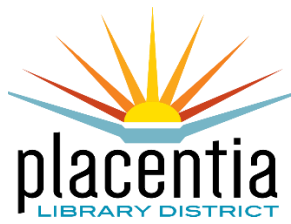
All questions or requested clarifications shall be forward to the email address of administration@placentialibrary.org no fewer than five (5) calendar days prior to the date and time set for opening of proposals. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on the library's website at <https://www.placentialibrary.org/> as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

E. LICENSES

Proposer will be responsible for obtaining any licenses required by the Scope of Work.



F. INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the Proposer has been selected. Failure to provide the required insurance certificates shall be cause for the annulment of the selection. The District will provide the Selected Proposer with a “New Vendor Checklist”, which outlines insurance requirements.

G. RESERVED

H. PRE-PROPOSAL MEETING

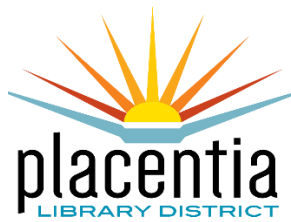
Should a pre-proposal meeting be scheduled, the date, time, and location is identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer’s key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in “Section D: Addenda.”

I. DISTRICT RIGHT TO REJECT

The District reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The District reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The District reserves the right to reject, replace, and approve any and all subcontractors. All subcontractor(s) shall be identified in response to this RFP. Subcontractors shall be the responsibility of the successful proposer and the District shall assume no liability of such subcontractors.



III. **SUBMITTAL REQUIREMENTS**

A. GENERAL

1. The number of proposal copies and signature is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

2. Deadline:

Proposals are due to the Placentia Library District at the date, time, and location specified in the Notice Inviting Proposals.

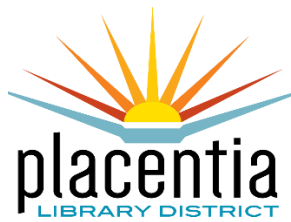
B. PROPOSAL CONTENTS

The proposal format and page limitation, if any, is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

1. **STATEMENT OF QUALIFICATIONS**

- a. Cover Letter: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
- b. Contract Agreement Statement: Proposal shall include a statement outlining your concurrence or concerns with any and all provisions contained in the Agreement attached hereto as Attachment 2 in the Appendix and specifically note any exceptions thereto, which the District may accept or reject at its discretion.
- c. Firm and Team Experience: Proposal shall include a profile of the firm's experience. Include resumes of project team/sub-consultants that will be providing services which outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.



- d. Understanding of Need and Creative Ideas: Proposal shall include an outline which demonstrates the firm's understanding of the work. This outline should include creative ideas, anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the District should be aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.
- e. Relevant Project Experience: Proposal shall include a list of relevant projects, which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include: 1) Project description; 2) Project location 3) Year completed; 4) Client name and contact information; and 5) Name of consultant's project manager for the project. The Placentia Library District staff may conduct site visits at select projects.
- f. Schedule of Delivery: Proposals shall include a schedule of delivery which details phases to be completed and their timeline. Phases shall include percent completion of the project for every progress report.

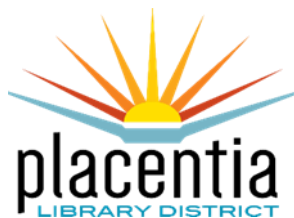
2. SCOPE OF SERVICES AND SCHEDULE:

Proposal shall include a Scope of Services and Schedule which details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Work detailed in Attachment 1 of this RFP.

3. FEE PROPOSAL:

The fee proposal shall be submitted separate and concurrently with the technical proposal, both submitted electronically to administration@placentialibrary.org and as a hard copy in a separately sealed envelope, clearly labeled as "Fee Proposal." This shall include the firm's Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Work.

The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The District will select the consultant based on qualifications, and then negotiate a contract price based on available funding.



IV. PROPOSAL REVIEW (CONSULTANT SELECTION)

A. EVALUATION AND RATING

The criteria for evaluating the proposals are specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. SELECTION

The selection committee will be comprised of staff/representatives of the Placentia Library District. The committee may interview the top-ranking proposers. The District reserves the right to begin negotiations and enter into a contract without interview or further discussions.

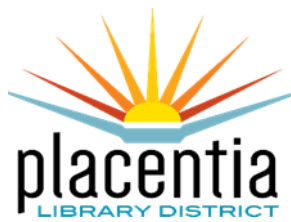
V. CONTRACT AWARD

A. REQUEST FOR BOARD ACTION

Following evaluation and rating by the proposal review committee, the Library Director or his/her designated representative will make a recommendation to the Board of Trustees to award the contract to the Proposer that will provide the best value to the District.

B. EXECUTION OF AGREEMENT

The Scope of Services, Schedule, and Fees submitted in the proposal will be the basis of any negotiation of final terms, which will lead to a completed agreement ready for execution based on the standard Agreement attached herein as Attachment 2 in the Appendix.



VI. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting will be held after award of a contract. Consultants and their team will meet with the Placentia Library District staff to conduct introductions, discuss scope of services, and implementation processes.

VII. PUBLIC RECORDS

All data, documents and other products used, developed, or produced during response preparation of this RFP will become property of the District and a public record. All responses to this RFP shall become property of the District. Proposer information identified as proprietary information be maintained confidential, to the extent allowed under the California Public Records Act. Any parts of a Proposal that a Proposer deems to be confidential shall be marked as such, but only to the extent Proposer reasonably believes such information is not subject to the California Public Records Act. Information marked as confidential or proprietary which clearly is not, may lead to rejection of the Proposal.

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**PLACENTIA LIBRARY DISTRICT
REQUEST FOR PROPOSALS
FOR
LOADING DOCK EXPANSION, INSTALLATION
OF CHARGING STATION, AND AN OUTDOOR
LIBRARY FACILITY AT PLACENTIA LIBRARY
DISTRICT DESIGN SERVICES
RFP NO. 2023-01**

INTRODUCTION/PROJECT BACKGROUND

The District is open seven days a week – Monday through Thursday, 9:00 a.m. – 8:00 p.m.; Friday and Saturday, 9:00 a.m. – 5:00 p.m.; Sunday 1:00 p.m. – 5:00 p.m.

The project will expand the loading dock area on the northside of the library and create an outdoor library facility.

The project, intended to expand accessibility to library resources for patrons who prefer outdoor settings or face limitations in accessing the indoor library, will include, but is not limited to, the following project components as illustrated on the Project Conceptual sheet provided in the Exhibit A of this RFP. Additionally, the proposal includes installation and setup for a Level III fast-charging station for the electric bookmobile.

Loading Dock

- An expansion of the walkway ramp leading from the parking lot to the building
- A safety barrier/railing between the walkway ramp and the loading dock area
- Expansion of loading dock area
- All areas shall be accessible per Federal ADA guidelines.

Outdoor Library & Charging Station

- Enclosed reading garden space for hosting library programs and activities.
- Shading and weather protection such as pergolas, canopies, or natural shading elements.
- ADA compliant entrance/exit door for accessibility to the reading garden space.
- Digital amenities to include Wi-Fi connectivity, charging station, or other digital resources that may be required for digital reading.
- Landscaping and softscape with a serene garden-like environment with water-efficient plants and irrigation that looks beautiful and saves resources. Butterfly elements are to be included.
- Automatic irrigation system with complete retrofit, modification, and/or installation of new irrigation within project boundary.

- Security measures and maintenance protocols necessary to safeguard the reading garden space, including the protection of furniture, equipment and other resources.
- Seating arrangements to include benches, swinging chairs, and an amphitheater-like seating area for story time.
- LED lighting and electrical services.
- All areas shall be accessible per Federal ADA guidelines.
- Demolition of Book-Drop, shrubbery, trees, etc. in the designated reading garden space
- Installation of new Book-Drop next to mailbox location
- Installation of a Level III fast-charging station (Exhibit A)

The Project concept is provided in Attachment 3 of this RFP for reference only. Photos are provided in this RFP for Proposer's use to develop creative and cost-efficient ideas for an expansion of the loading dock area. Creative ideas to include amenities from the Project concept, project components listed above, and any additional components that may be beneficial.

Total Projected Project Budget (Design, Build, MEP, Soft Allowances, Furnishings, etc.):

- Loading Dock: \$35,000
- Charging Station & Outdoor Library Facility: \$800,000

CONSULTANT SERVICES

Consultant shall be responsible for the preparation and submittal of the PS&E (Plans, Specifications, & Estimate) package through completion with the approval from the District to release for construction. This may include, but not limited to, survey, civil engineering, landscaping, irrigation, and electrical engineering. Any additional tasks deemed necessary by the Consultant shall be clearly identified in the proposal.

- A. PROJECT COORDINATION.** The Consultant shall be fully responsible for the overall management and coordination for the Project, which may include, but is not limited to Project development team meetings, liaison with affected agencies, and utility companies. Prepare progress report and schedule, securing permits for all field studies and any other required permits from other agencies.
- B. RECORDS RESEARCH.** Research all information pertinent to the Project including, but not limited to existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected consultant shall identify all existing and proposed facilities within the Project's limits and potential conflicts.
- C. PRELIMINARY DESIGN.** The consultant shall organize a kick-off meeting with the District staff to discuss the conceptual design plan, project goals and objectives, potential elements and issues, project schedule, review of existing information, and conduction of a site investigation. District staff shall be provided and approve a finalized conceptual site

plan of the proposed loading dock expansion and new outdoor library facility, final rendered conceptual exhibits, and a final schedule prior to the consultant beginning work on the PS&E package.

- D. SURVEY.** On-the-ground field topographical survey work is to be determined if necessary by the Consultant (and/or the Consultant's Subconsultant) if any existing horizontal and vertical features are needed for the project. It is the Consultant's responsibility to provide only the survey necessary for the design of the project components identified within this RFP. Consultant shall identify in the proposal a detail list of features the survey would include.
- E. WATER QUALITY.** The Consultant shall coordinate with the City of Placentia Public Works Department for the Low Impact Development (LID) requirements of the project and prepare a Water Quality Management Plan (WQMP) if deemed required. Consultant shall provide Best Management Practices (BMPs) with appropriate size based on treatment and peak flow rates, freight to job site and one year of maintenance to include units and cost in the engineer's cost estimate.

The selection of BMPs will always be subject to site specific conditions and the Consultant will be required to perform the research into the site-specific conditions (e.g., prior contamination, depth to groundwater, soil conditions, interfering utilities, etc.) that could preclude infiltration. The Consultant shall also perform the required soils and/or infiltration testing per the Technical Guidance Documents, as necessary to design the infiltration system assuming it is the selected LID approach.

Please find information and links to relevant documents and regulations at the following site: <https://ocerws.ocpublicworks.com/> or <https://www.placentia.org/19/Public-Works>

F. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

- Development of Constructible Plans, Specifications and Estimate (PS&E) for use in District's solicitation of a construction contractor to build the Project:
 - a) All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the District. The Consultant shall use the boilerplate for cut sheets, specifications and estimates provided by the District.
 - b) The plan development shall include a draft final PS&E package for District review and comment and a final PS&E package addressing District's comments, if any. All plan sheets shall be prepared at a reasonable standard scale to be noted on plans. The necessary plans for each PS&E package shall include, but are not be limited to:
 - Title Sheet
 - Civil Engineering (if applicable)
 - Landscape Construction Plans & Details

- Site Layout showing the following features:
 - Walkway ramp expansion
 - Safety barrier/railing
 - Loading dock area expansion and new outdoor library facility
 - Electrical
 - Electrical Site Plan to cover area
 - EV Charging Station
 - LED Lighting
 - Location of panels, switchgear, meters
 - Single Line Diagram
 - Schedules
 - Details
 - Photometrics
 - General Notes
- c) All calculations for the design and quantities shall be submitted as part of the PS&E submittal requirements. Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction. All quantity calculations shall be independently checked and substantiated with independent calculations.
- d) Electronic files for all CADD (Computer-Aided Design and Drafting), reports, and calculations shall be submitted at the end of contract or when requested by the District.
- e) All electronic software developed, databases generated, spreadsheets and intellectual properties developed specifically for the Project shall become the properties of the District.
- Deliverable PS&E package:
 - a) Preliminary draft PS&E

The package shall include all requirements of the 100% package for District review and comment. The District will review and comment on this package within 10 business days of receipt.
 - b) Final PS&E
 - 1) The Consultant shall submit the following documents for review and approval, addressing the District's comments, if any:
The final submittal shall include the electronic files of the following documents: Plans, Standard Special Provisions (SSP), preliminary quantities and estimates, pay item list, design calculations and all reports supporting the design (i.e., geotechnical report, hydraulic report).

- 2) The District will review and comment on the PS&E package within four (4) weeks of receipt of the complete milestone PS&E package.
 - 3) A constructability review meeting shall take place prior to completion of preliminary draft PS&E at an appropriate stage in preparing the PS&E package as determined by Consultant and shall include Consultant and District staff. Prior to the District conducting the constructability review, the Consultant shall submit the QA/QC (Quality Assurance/Quality Control) set of PS&E performed by the Consultant independently.
 - 4) The District may request a set of QA/QC plans and estimates at any point during the design process to include methods for design and calculations.
 - 5) The Consultant shall provide a final-colored 3D rendering of the project reflecting all items identified within the final construction documents.
 - 6) The Consultant shall provide electronic (in PDF) catalogs, brochures, data sheets, etc. of materials call out on the plans and specifications for construction.
- c) Final PS&E for Approval and Bidding

The Consultant shall submit all electronic files (CADD, Word document, and Excel) and one set of PDFs of the following documents for construction Bid purposes:

Signed final design plans
Signed final specifications
Signed QA/QC Checklist
Final cost estimate and final quantity calculations;
Final design calculations
Lump sum items must have schedule of values

○ Construction Bidding Phase:

Bidding procedures will be the responsibility of the District. While the PS&E construction package is advertising for bids, all questions concerning the intent shall be referred to the District for resolution. In the event that any item requiring interpretation in the drawings or specifications is discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the District.

○ Construction Support Phase:

- a) This task shall be included as optional in the fee proposal.
- b) Consultant shall furnish, at the consultant's sole cost and expense, all necessary revised documents and drawings due to errors and omissions of the Consultant.

- c) Consultant shall review and approve all submittals and shop plan drawings required to support the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- d) Consultant shall be available as requested by the District to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the District any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the District, or to deputize another to do so.

GENERAL REQUIREMENTS

1. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the District for conformity with the requirements of the Agreement. Reviews by the District do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
2. Consultant or its sub-consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the District.
3. The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the District and any permitting agency. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the boilerplate. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.
4. The design must incorporate tamper and vandalism proof, minimal maintenance, and anti-theft measures.
5. Specification language must be incorporated in the contract document according to its technical section and shall not be placed on the plans.
6. Manuals/Standards

Where applicable, engineering design of all Project improvements shall be compatible and in accordance with the following:

- a. City of Placentia Standard Plans
- b. Standard Special Provisions for Public Works Construction

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

7. Parking and walkway plans shall adhere to City of Placentia Standard Plans and the Standard Special Provisions for Public Works Construction.
8. The Consultant's work will be subject to inspections by representatives of the District.
9. Project Progress
 - a. Meetings - Progress Review Meetings shall be held as deemed appropriate by the District.
 - b. Progress Reporting - Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled.

- c. Project Schedule - The Consultant shall prepare the project schedule in Microsoft Project format. The project schedule should break the tasks and subtasks. Any major change to the project schedule must be approved by the District.

10. The Consultant shall ensure that employs persons that have all appropriate professional licenses that may be required to perform all work and to approve and sign all plans developed for the Project.

PAYMENT AND INVOICING:

Selected Consultant shall invoice the District based on time and material according to the District's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. The District shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the District.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

DISTRICT RESPONSIBILITIES:

The District will provide information in its possession relevant to the preparation of the required information in the RFP. The District will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project.
- All plan check coordination within the District
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and District facilities
- Provide invoicing instructions

CONSULTANT RESPONSIBILITIES:

- Provide all required insurance as outlined in Attachment 2 of this RFP
- Submit renewal of Certificate of Insurance 30 days before expiring
- Ensure Certificate of Insurance is current when submitting invoices
- Coordination with Southern California Edison or District Building Maintenance staff for electrical service connection
- Maintain a project folder of electronic catalogs, brochures, data sheet, etc. of materials to be used for construction

**Appendix
ATTACHMENT 2
STANDARD AGREEMENT**

**CONSULTANT AGREEMENT
PLACENTIA LIBRARY DISTRICT**

**PLACENTIA LIBRARY DISTRICT
REQUEST FOR PROPOSALS
FOR
DESIGN SERVICES FOR LOADING DOCK
EXPANSION, INSTALLATION OF CHARGING
STATION, AND AN OUTDOOR LIBRARY
FACILITY AT PLACENTIA LIBRARY
DISTRICT**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2023 by and between _____, (“Consultant”), and the Placentia Library District, an independent special district serving the residents of Placentia and surrounding communities, governed by a board of five trustees directly elected by the public organized and existing under the Constitution and laws of the State of California (“District”).

RECITALS

- A. The District desires to retain a consultant having special skill and knowledge in the field of:

- B. Consultant represents that Consultant is able and willing to provide such services to the District.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the reasonable satisfaction of the District, the services set forth in the attached Exhibit "A", which is incorporated herein by this

reference. As a material inducement to the District to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

_____ (herein referred to as the “District’s Project Manager”), shall be the person to whom the Consultant will report to for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the District’s Project Manager to the extent required by the District’s Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the District’s Project Manager and Library Director.

2. COMPENSATION

- a. District agrees to pay, and Consultant agrees to accept as total payment for its services for the District. **The total amount to be expended under this Agreement shall not exceed 15% of the total budget for each project during the term of this Agreement, including any extension periods exercised under Section 3. b.**
- b. Payment by the District shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to District accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by District. In the event any charges or expenses are disputed by District, District shall withhold that portion of the invoice that is in dispute and remit the remainder.

3. TERM

This Agreement shall commence on the date first written above and shall continue until Consultant has provided all deliverables and perform all services required hereunder, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the District. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any

services pursuant to this Agreement shall be the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of the Consultant. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Consultant shall turn over to District all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Consultant may have prepared for use in performing services hereunder. With respect to computer files, Consultant shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Consultant shall have not liability for District for reuse of maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the District, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$500,000 per occurrence, with \$1,000,000 in the aggregate. Such insurance shall (a) name the District, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the District; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant

pursuant to this section:

- i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the District upon execution of this Agreement and shall be approved by the District.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the District.
 - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
 - v. Consultant shall supply District with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the District with required proof that insurance has been procured and is in force and paid for, the District shall have the right, at the District's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the District for any work performed prior to approval of insurance by the District.

8. INDEMNIFICATION

To the greatest extent permitted by California Civil Code section 2782.8, Consultant shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(3) The Consultant's obligations to indemnify, defend and hold harmless the Indemnitees shall survive termination of this Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the District, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the District pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the District to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the District information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the District.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status,

sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the District and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the District and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the District. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the District and any such assignment, transfer, delegation or subcontract without the District's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the District's ability to have any of the services which are the subject to this Agreement performed by District personnel or by other consultants retained by District.

16. TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the District shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Library Director may require Consultant to deliver to the District all work product(s) completed as of such date, and in such case such work product shall be the property of the District unless prohibited by law, and Consultant consents to the District's use thereof for such purposes as the District deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the Placentia Library District and all other governmental agencies. Consultant shall notify the District immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify District fully, including reasonable costs and attorney's fees, for any injuries or damages to District in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To District:

Jeanette Contreras
Library Director, Placentia Library District
411 E. Chapman Avenue
Placentia, California 92870
Phone: 714-528-1906

To Consultant:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Phone:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County, City, or District holidays shall be excluded.

22. DEFAULT

In the event either party defaults in its obligations hereunder, the non-defaulting party may declare a default by written notice to the defaulting party. The notice shall specify the basis for the default and the cure, which cure shall be implemented within thirty (30) days of the date of the notice or such longer time as may be provided in the notice. If cure is not made within the time provided in the notice, then this Agreement shall terminate and the non-defaulting party shall have all remedies available under this Agreement and the law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

PLACENTIA LIBRARY DISTRICT

(Name)

(Title)

(Name)

(Title)

APPROVED AS TO FORM:

Attorney

By: _____

(Name)

(Title)

CONSULTANT:

(Name)

(Title)

RECOMMENDED FOR APPROVAL:

Jeanette Contreras

Executive Director

Placentia Library District

EXHIBIT A

SCOPE OF SERVICES

The project will expand the loading dock area on the northside of the library and create an outdoor library facility.

The project, intended to expand accessibility to library resources for patrons who prefer outdoor settings or face limitations in accessing the indoor library, will include, but is not limited to, the following project components as illustrated on the Project Conceptual sheet provided in the Exhibit A of this RFP. Additionally, the proposal includes installation and setup for a Level III fast-charging station for the electric bookmobile.

Total Projected Project Budget (Design, Build, MEP, Soft Allowances, Furnishings, etc.):

- | | |
|--|-----------|
| • Loading Dock: | \$35,000 |
| • Charging Station & Outdoor Library Facility: | \$800,000 |

Loading Dock

- An expansion of the walkway ramp leading from the parking lot to the building
- A safety barrier/railing between the walkway ramp and the loading dock area
- Expansion of loading dock area
- All areas shall be accessible per Federal ADA guidelines.

Outdoor Library

- Enclosed reading garden space for hosting library programs and activities.
- Shading and weather protection such as pergolas, canopies, or natural shading elements.
- ADA compliant entrance/exit door for accessibility to the reading garden space.
- Digital amenities to include Wi-Fi connectivity, charging station, or other digital resources that may be required for digital reading.
- Landscaping and softscape with a serene garden-like environment with water-efficient plants and irrigation that looks beautiful and saves resources. Butterfly elements are to be included.
- Automatic irrigation system with complete retrofit, modification, and/or installation of new irrigation within project boundary.
- Security measures and maintenance protocols necessary to safeguard the reading garden space, including the protection of furniture, equipment and other resources.
- Seating arrangements to include benches, swinging chairs, and an amphitheater-like seating area for story time.
- LED lighting and electrical services.
- All areas shall be accessible per Federal ADA guidelines.
- Demolition of Book-Drop, shrubbery, trees, etc. in the designated reading garden space
- Installation of new Book-Drop next to mailbox location
- Installation of a Level III fast-charging station.

The Project concept is provided in Exhibit A of this RFP for reference only. Photos are provided in this RFP for Proposer's use to develop creative and cost-efficient ideas for an expansion of the loading dock area. Creative ideas to include amenities from the Project concept, project components listed above, and any additional components that may be beneficial.

Photos & Project Concept
New Reading Garden Space and Installation of a Level III Fast-Charging
Station at Placentia Library Project

Figure 1 - Photo of northside Placentia Library District Building and parking lot spaces for potential EV Charging Station



Figure 2: Stand Power 60KW DC Charger – 30kW of power on a 50A Hookup, dual ports. Pictured below is from Phoenix Motorcars.



Figure 3 - Photo of northside Placentia Library District building taken from the eastside viewpoint for the new outdoor library facility.



Figure 4 – Samples of Outdoor Library: Provide reading garden space with an awning, enclosure, amphitheater seating.



Figure 5: Examples of Outdoor Furniture



Figure 6 - Photo of Book Drop to be demolished



Figure 7 – Photo of Potential New Book Drop Location



Figure 8 - Photo of loading dock on northside Placentia Library District Building



Figure 9 - Example of ADA railing for ramp



EXHIBIT B
COMPENSATION

Fee Proposal including hourly rates if applicable