

**PLACENTIA LIBRARY DISTRICT
REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION MANAGEMENT
SERVICES
RFP NO.: 2024-01**



**PLACENTIA LIBRARY DISTRICT
411 E. Chapman Ave.
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

NOTICE IS HEREBY GIVEN that **Placentia Library District** (“District”) is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full construction management services for a loading dock and outdoor library facilities.

Respondents to the RFP should mail or deliver one (1) unbound copy and four (4) bound copies and one (1) electronic copy via email of their Submittal, labeled “RFP # 2024-01 Submittal,” to:

Administration
PLACENTIA LIBRARY DISTRICT
411 E. Chapman Avenue
Placentia, CA 92870
Or
administration@placentialibrary.org

ALL BID SUBMITTALS ARE DUE BY 5:00 P.M. ON WEDNESDAY, JULY 10, 2024. Oral, telegraphic, facsimile, and/or telephone submittals will not be accepted. Submittals received after this date and time will not be accepted.

Questions regarding this RFP may be directed to **Carlo Maskarino** at **cmaskarino@placentialibrary.org** and must be submitted by **5:00 P.M. ON WEDNESDAY, JUNE 26, 2024.**

Each submittal must conform and be responsive to the requirements set forth in this RFP. District reserves the right to waive any informalities or irregularities in received Submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more Respondents for any portion of the services. District retains sole discretion to determine issues of compliance and to determine whether any Respondent is responsive, responsible, and qualified.

DATE	ACTION ITEM
Thursday, May 30, 2024	Release of RFP.
Wednesday, June 26, 2024	Last day to receive written questions from Respondents.
Wednesday, July 3, 2024	Last day for District to issue addenda to answer questions clarifications.
Wednesday, July 10, 2024	Deadline for Submittals in response to RFP.
July 15-22, 2024	Review proposals and make recommendations to Library Board of Trustees
Monday, July 22, 2024	Notice to selected Respondent(s) for contract award.
By December 31, 2024	Projected Completion Date

District reserves the right to change the dates on the schedule without prior notice.

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BACKGROUND:



Mission Statement: Placentia Library District inspires, opens minds, innovates, and connects our community

District Goals:

- Strengthen connections and expand community relationships.
- Provide equitable access.
- Adapt to community needs.
- Cultivate thriving collections of resources.
- Provide and promote relevant library services.
- Maintain fiscal responsibility and integrity.
- Support and empower staff.
- Provide an inviting, pleasant, and safe place to explore.

DISTRICT OVERVIEW

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family-oriented community of approximately 51,000 residents. Placentia serves an area of approximately 6.7 square miles and has retained the small-town image that has remained since settlers arrived more than 100 years ago.

The Placentia Library District is an independent special district serving the residents of Placentia and surrounding communities. It is governed by a board of five trustees directly elected by the public. The district has been serving the community since 1919 and now provides a variety of services including a large physical and digital catalog, virtual and in-person library programs, literacy services, gathering space, public computer stations, passport processing, a library of things (LOTs), and learning opportunities.

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.

GENERAL INFORMATION:

The Placentia Library District (District) is requesting proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide construction management services during pre-construction and construction activities on two projects - the loading dock and the outdoor library facility.

The firm to be awarded the construction management services contract shall be known as the “Consultant”, and shall be retained through the completion of the projects, including any contract time extensions. The Consultant shall provide one lead individual, the “Construction Manager” (CM) who shall assume overall responsibility for all construction management services, and who shall be available to report directly to the District’s designated “Project Manager” (PM). Construction management services may be performed by the CM or as a team approach consisting of highly-qualified and experienced individuals. It is the Consultant’s responsibility through this proposal process to describe how the Consultant will optimize the cost-effective and time-efficient use of firm personnel and sub-consultants.

The Consultant will provide construction management services related to the two projects. It is anticipated that construction management services will be **for a period of six (6) months**, but the term will be through completion of **both projects. The expected award date of this agreement will be July 24, 2024.**

PROJECT DESCRIPTION:

The loading dock project aims to improve the library’s existing loading dock by expanding the walkway ramp leading from the parking lot to the library building and installing new railing between the walkway ramp and loading dock area. As part of this project, a new book drop will be installed near the curbside of the parking lot. The rough order of magnitude (ROM) for the cost of construction is estimated to be \$63,269.00.

The outdoor library facility project involves constructing an outdoor library space intended to expand accessibility to library resources for patrons who prefer outdoor settings or face limitations in accessing the indoor library. A level-2 EV charging station will be included in this project where it will be installed for two existing parking spaces closest to the outdoor library facility. The ROM for the cost of construction is estimated to be \$959,229.00

SCOPE OF SERVICES:

The scope of services requested are described in Appendix “A” are intended to summarize the minimum scope of work needed. Each Consultant may modify the scope of services to be provided; however, all modifications shall be clearly identified in the Consultant’s proposal.

Any CM selected on this RFP process must be capable of providing full construction management services for all the projects based on the design plans created by our design firm, the IDS Group. Building permits can be pulled for both projects at Placentia City Hall located at **401 E. Chapman Ave, Placentia, CA 92870** where the District will cover the fees associated with the permits.

The firm(s) selected as the District’s CM shall assist the District in the preconstruction and construction phases of the projects.

FORM OF AGREEMENT:

Responders to the proposal (Respondent) must be capable of executing and performing the services in accordance with District's Form of Agreement for Construction Management Services (Agreement), which is distributed with this RFP as Appendix "B" and incorporated herein by this reference. Any proposed changes to the Agreement must be identified in Respondent's submittal; undisclosed change requests may not be entertained.

QUALIFIED POOL AND RECERTIFICATION:

District may use this RFP to maintain a pool of qualified Respondents for future consideration. Requests for recertification may be sent in District's sole discretion. Respondents who do not timely satisfy recertification requirements may be deleted from the prequalified pool, at sole discretion of District. Additional firms may be added to the pool, at District's sole discretion.

LIMITATIONS:

This RFP is neither a formal request for bids, nor an offer by District to contract with any party responding to this RFP. All decisions regarding selection will be made in the District's best interests. The contract award pursuant to this RFP, if at all, is at the District's sole discretion.

District makes no representation that participation in the RFP process will lead to a contract award or any consideration whatsoever. District shall in no event be responsible for the cost of preparing any submittal in response to this RFP.

Submittals and any other supporting materials submitted to District in response to this RFP will not be returned and will become the property of District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065*, submittals shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act until after either: (1) District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) District has rejected all submittals. Furthermore, District will have no liability to Respondent or other party as a result of any public disclosure of any submittal.

FULL OPPORTUNITY:

District hereby affirmatively ensures that all Respondents including, without limitation, Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms, shall be afforded full opportunity to submit qualifications in response to this RFP and will not be discriminated against on the basis of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics in any consideration leading to the award of contract.

RESTRICTIONS ON LOBBYING AND CONTACTS:

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of District, its Board of Trustees, or selection members. Any such contact shall be grounds for the disqualification of Respondent. Notwithstanding the foregoing, Respondents may submit written questions on this RFP to the District's Project Manager by e -mailing the questions to: Carlo Maskarino, Business Manager, cmaskarino@placentialibrary.org. All written questions, and answers if any, will be made available to all potential Respondents to this RFP.

SUBMITTAL REQUIREMENTS:

A. Format

Respondents to this RFP must comply with the following format requirements. Material must be in 8-1/2 x 11-inch format. Submittals shall be no more than twenty (25) single-sided pages. This page limitation excludes front/back covers, divider sheets/tabs, and allowed appendices. Submittals containing more than the authorized number of pages will not be considered.

Provide one (1) unbound copy and four (4) bound copies and one (1) electronic copy of the Submittal.

- The electronic copy will only be accepted via email in the following programs: Microsoft Office Suite or PDF.
- Electronic copy shall be emailed to administration@placentialibrary.org with appropriate subject line

B. Proposal Contents

1. Cover Letter

Provide a letter of introduction signed by an authorized officer of Respondent. If Respondent is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.

Include in the cover letter all of the following:

- Brief description of why Respondent is well suited for, and can meet, District's needs.
- Identification of individual(s) who are authorized to speak for Respondent during the evaluation process.
- One (1) of the follow statements:

"[INSERT RESPONDENT'S NAME] received a copy of District's form of Agreement for [] Services ("Agreement") attached as Appendix B to the RFP. [INSERT RESPONDENT'S NAME] has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement."

OR

“[INSERT RESPONDENT’S NAME] received a copy of District’s form of Agreement for [_____] Services (“Agreement”) attached as Appendix B to the RFP. [INSERT RESPONDENT’S NAME] has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, [INSERT RESPONDENT’S NAME] has objections to the use of the Agreement, all of which are identified in the Appendix to this Submittal.”

- Certification that no official or employee of District, nor any business entity in which an official of District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to District.
- Certification that no official or employee of Respondent has ever been convicted of an ethics violation.
- Evidence that Respondent is legally permitted to conduct business in the State of California and properly licensed (as applicable) for the scope of services.
- Above the signature(s) the following language: *“By virtue of submission, [INSERT RESPONDENT’S NAME] declares that all information provided in the Submittal is true and correct.”*

2. Business Information

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number (if applicable).
- Type of organization (e.g., corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of Respondent, including number of years Respondent has been in business and date established under this name.
- Number of employees.
- Location of office where the bulk of services solicited will be performed.

- State of California certification of Small Business or Disabled Veteran Business Enterprise status, if any.

3. Relevant Qualifications

Describe your firm's experience, expertise, and approach in the following areas:

- Technical capabilities for program planning, condition assessments, scheduling, budgeting, cost estimating review and reconciliation, document control, and public information websites. Detail your firm's budgeting software and if District staff has the ability to access and maintain the system once established.
- Involvement in the planning, design, and construction process for library district projects or similar community facilities or educational facility projects, including installation of EV charging stations.
- Valuating/reporting on program status to staff, board, and the public.
- Flexibility in adapting to changing needs and priorities
- Quality control/assurance procedures, including ability to monitor consultants.
- Sustainability, including Energy Management/Conservation and "Green Buildings," Implementation Plans, Value Engineering, Modular Construction, Facility Design Standards and Master Specifications, and Technology Integration, Planning and Implementation, including data, public address systems, communication systems, and other low voltage systems used in libraries, local community/educational facilities, or similar facility projects.
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- Provide a statement of your firm's work plan including your firm's present workload and number of current projects, and where possible, projected workload for the coming year, which should include available staff.

4. Relevant Project Experience

Provide information about prior professional services furnished by your firm in the last ten (10) years on a minimum of three (3) library projects, community facilities, education facility projects, or similar projects and list the following for each project:

- District/State/Local government name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- Project name and location.

- Beginning and end dates of project (i.e., Notice of Completion)
- Square footage.
- Main program elements.
- Original budget, bid amount & final amount at close-out.
- Number of RFIs and Change Orders (if any).
- Project delivery method utilized.
- Briefly state relevance of the project for consideration in this RFP.
- Specify role of firm or individual if work was not exclusively by the firm (e.g., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.

Identify any and all library districts or similar community facilities or education projects that have not been closed-out by any authority having jurisdiction and provide explanation.

5. Proposed Project Team

Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services and anticipated role in delivering the services. Describe their experiences each with public agency construction projects, including identifying the projects within the past ten (10) years.

District expects that the key team members shall remain intact through the duration of any contract. If a key team member must leave, District reserves the right to approve that key team member's replacement.

6. Project Approach

A summary of the Consultant's proposed approach to efficiently manage the project. The scope of work of this RFP should be addressed in the summary, but can also include other approaches, items or considerations that the Consultant considers to be warranted. The project approach should demonstrate a thorough understanding of the issues that may be anticipated during construction, how potential problems can be minimized and how the Consultant will address Quality Assurance throughout the project.

7. Project Schedule

Provide a tentative schedule on ability to provide the required services based on the projected completion date listed in the RFP. This response should describe Consultant's current workload and the availability of key personnel that will be assigned to this project. Schedule should include 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 Appendix A of this RFP.

8. Litigation History

Provide a comprehensive five (5)-year summary of Respondent's litigation history (including arbitration and mediation) with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A Submittal failing to provide the requested information on litigation history, will be considered non-responsive. If Respondent does not have any litigation history in requested period, state it in this section.

9. Fee Proposal (Separate Sealed Envelope)

Based on the anticipated scope of services, provide detailed fee information that will enable District to evaluate the reasonable of Respondent's pricing and, if selected, facilitate a fee negotiation. At a minimum, include proposed: hourly billing rates by position, staffing plan, and reimbursable schedule. Respondent's fee proposal shall be contained in a separate sealed envelope, which will be opened only after the most qualified firm is selected at which point in time the District will determine the reasonableness of Respondent's fees.

10. Appendix

- Key team member resumes.
- Identification and explanation of any and all objections to the form of Agreement.
- Other necessary information/content Proposer needs to include

SELECTION PROCESS:

A. Selection Criteria

Each Submittal must be complete. Incomplete submittals may be considered nonresponsive and grounds for disqualification. District retains sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. District may elect to conduct interviews with some, none, or all of Respondents.

The criteria for evaluating Respondents may include, without limitation, the following:

- Overall responsiveness of the Submittal;

- Experience and performance history of Respondent with similar services;
- Experience and results of proposed personnel;
- Value of services;
- References from clients; and
- Technical capabilities and track record of use.

District will identify Respondent(s) that can provide the greatest overall benefit to District and may also identify Respondent(s) for inclusion in a qualified pool for consideration for future contracts.

B. District Investigations

District may perform investigations of Respondents that extend beyond contacting the references identified in the Submittal. District may request a Respondent submit additional information pertinent to the review process.

C. Interviews

District, at its sole discretion, may elect to interview one or more Respondents. If a Respondent is requested to come for an interview, the key proposed staff will be expected to attend the interview and do a walkthrough of the project area. **Any proposed changes to the form of Agreement attached hereto as Appendix B shall be provided with the Submittal and may be the subject of inquiry at the interview.**

D. Final Determination and Award

District reserves the right to contract with any entity responding to this RFP for all or any portion of the services described herein, to reject any Submittal as nonresponsive, and/or not to contract with any Respondent for the services described herein. District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. District reserves the right to contract with any person or firm not participating in this process. District shall in no event be responsible for the cost of preparing any Submittal in response to this RFP, including any supporting materials.

Awarding of contract(s) is at sole discretion of District. District may, at its option, determine to award contract(s) only for portions of the scope of services identified herein. In such case, the successful Respondent(s) will be given the option not to agree to enter into the contract and District will retain the right to negotiate with any other Respondent selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, District will retain the right to enter into negotiations with any other Respondent to this RFP.

WE THANK YOU FOR YOUR INTEREST!

APPENDIX “A”

SCOPE OF SERVICES

Task 1: Preconstruction Services

TASK 1.1 Constructability Review of Bridging Documents

The Construction Manager (CM) will be expected to review the project plan documents for each project and provide comments and recommended corrections for the plans and specifications.

TASK 1.2 Project Bid Documents

The CM will be expected to review and provide comments and corrections for the project bridging documents which will consist of the District’s build contract, basis of design and design plans and specifications. Any inconsistencies between the documents shall be identified.

TASK 1.3 Opinion of Probable Cost

The CM will be expected to review the estimate of probable construction costs prepared by bridging document architects to identify any recommended refinements or modifications that can be incorporated into the final solicitation documents to ensure that the projects can be constructed within the established budget. The review shall take into consideration area and quantity take-offs applied to labor and material cost, allowances for general conditions, insurance/tax/bond, contractor's overhead/profit, construction costs, and contingencies. Prior to final approval of bid documents, review the updated estimate to reflect any changes in cost resulting from design, materials, or quantity changes.

Task 2: Construction Services

TASK 2.1 Contract Administration/Management

The CM shall be responsible for assisting the District’s PM with all aspects of Public Works contract compliance, change/claims negotiations and processing, and contract interpretations and enforcement.

The CM shall utilize the field offices provided by the Contractor. Furniture and basic office equipment shall be provided by the Contractor per the specifications.

The CM shall oversee, perform, and coordinate work included in the scope of services, as directed by the District. The CM shall: prepare reports, letters and memoranda; conduct project meetings; prepare meeting agendas and minutes; monitor and track the expiration of insurance requirements and obtain updated certificates from the Contractor; notify the District of significant problems and discrepancies; assist the District with interpreting drawings, specifications and reference standards; monitor construction activities and schedules; assist the District with resolving constructability problems; coordinate connections and operations; perform quality assurance inspections, prepare change orders (including cost estimating services); review and notify the Contractor of results; investigate claims; review the Contractor's Record Drawings periodically and concurrently with Contractor progress payments; prepare project punch lists; and coordinate commissioning and close out document submission.

TASK 2.2 Reports and Communications

The CM shall ensure that all relevant project communications are documented and promptly distributed to the District and applicable parties. All original project documents and final project reports shall be furnished to the District within 60 days following the District's determination of Substantial Completion.

The CM shall maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of RFI's, change orders, progress payment requests, progress meeting reports, daily inspection reports, dates of utility service interruptions, and all other project correspondence.

The CM shall prepare monthly progress reports and submit them to the District's PM inclusive of the following elements:

- a) Summary of the prior month's main accomplishments and current construction activities.
- b) Overall Contractor's conformance to contract schedule and quality requirements.
- c) Identification of key problems, action items, and issues. Recommendation for solutions.
- d) Summary of progress payments, proposal and final change orders, disputes, submittals, RFIs, and Notices of Noncompliance.
- e) Photographs of representative project activities printed and electronically stored.

TASK 2.3 Photo Documentation

The CM shall review the Contractor's videotape of preconstruction site conditions prior to any construction operation to confirm existing conditions within the limits of work, adjacent areas, and roads to document and clearly depict pre-existing conditions and prepare additional videotape and/or photographs to document site conditions as required to supplement the Contractor's videotape.

The CM shall take and share construction documentation photographs on a regular basis; maintain a digital photographic library of all significant construction activities available for review on at least a weekly basis; provide unique file names for photos with date and location information included; take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

TASK 2.4 Construction Progress Meetings

The CM shall schedule and conduct weekly construction progress meetings with the Contractor and the District; provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution and coordination with other Contractors; provide status of change orders, safety issues, etc.; prepare minutes of the meetings with identified action items; prepare and distribute the minutes to the attendees prior to scheduled meeting and include minutes in the monthly progress reports.

TASK 2.5 Shop Drawings and Submittal Reviews

Submittal review and approval are the responsibility of the project bridging document architect and the District's PM. The CM shall be responsible for processing and monitoring the status of all submittals. The CM shall provide cursory review of the Contractor's submittals for general conformance with the contract document requirements prior to sending the submittals to the bridging document architect and District's PM. Submittals of a general nature (General Provisions & District Requirements) are to be reviewed and processed by the CM. Review of the Contractor's construction schedule and monthly updates shall be the sole responsibility of the CM with input provided from the architect and District. The CM shall log, track,

and monitor the bridging document architect and design build architect's roles regarding the review of shop drawings, calculations, data samples, submittals, warranties and manuals from the Contractor. Shop drawings and submittals which significantly do not satisfy the project criterion shall be returned to the Contractor by the CM with comments for corrections and resubmittal. Exception reports, that identify outstanding submittals or reviews needed, shall be prepared periodically by the CM. Preliminary lists of initial submittal requirements shall be prepared by the CM and issued during the preconstruction phase.

TASK 2.6 Plans and Specifications Interpretation

The CM shall review and respond to Contractor RFIs if of a general nature. Technical RFIs shall be submitted to the bridging document architect and District for response. The CM shall maintain a log of RFIs and provide written clarification to the Contractor in a timely manner. Responses to requests for changes to the design require prior approval from the bridging document architect and District's PM. The CM shall obtain and maintain specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents, as referenced in the contract documents and as required to perform the work.

TASK 2.7 Construction Inspection Services

The CM will be responsible for the overall quality assurance of the project and work with District staff responsible for code compliance. Provide full time inspection to ensure that the Contractor's work is compliant with the bridging document project criterion. Prepare daily reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to bridging document project criterion and provide a timely response. The CM shall coordinate and supervise, under subcontract, all special inspections at the job site as required of materials and workmanship, and discuss with the Contractor appropriate revisions to the methods and procedures used in performing the work. The special inspectors may not authorize extra work or approve of work that deviates from the bridging document project criterion. The CM will inspect materials as they arrive on site and verify that all materials and equipment meet project criteria requirements and are properly stored. The CM will inspect the site daily, including any site SWPPP measures, manage special inspectors, and coordinate with any geotechnical and material testing consultants, coordinate with any FF&E vendors and be responsible for the overall quality assurance for each project.

TASK 2.8 Progress Payments

The District will provide a format for monthly progress payments based on the Contractor's Proposal in the contract. The CM shall review project-related invoices and progress payments; submit all invoices to the District's PM with a recommendation stating the proper amount for payment. Invoices shall be separated by project (loading dock and outdoor library) for grant-funded related purposes. With the loading dock project, costs associated specially with the ramp and railing shall be invoiced separately from the rest of the loading dock project for grant-funded related purposes.

TASK 2.9 Contractor's Claims and Change Orders

In accordance with the City of Placentia's Standard Public Works Contract and General Provisions, the CM shall identify, prepare, log, and monitor all Contractor or District initiated claims, changes, extra work and change orders; assist the District's PM by working to negotiate all claims to an agreed Contractor/CM/District conclusion and submit potential change orders to the District for approval. The

CM shall prepare a report providing statement of claim, extra work, or change; background leading to issue; resolution alternatives; and resolution recommendation for action by the District; prepare written justification and independent cost estimates for each change order after negotiating costs with the Contractor; and prepare claims, extra work, and change orders that require design criteria modifications or clarifications, including revisions to the drawings, details, and specifications. The CM shall provide the lead role and support to the District in resolving claims and disputes. This shall include: written responses to Contractors and private parties, giving depositions, assisting with arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, design services for replacement of damaged work, and services made necessary by Contractor default.

TASK 3: Project Closeout

The CM shall prepare detailed project punch lists at closeout of the project. Upon correction of deficiencies, the CM shall schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the District and verify that work, testing, cleanup and demobilization is complete. Two working days after final walk-through, the CM shall check and submit final payment requests and review and certify that the Contractor's project record drawings and operation/maintenance manuals are complete and accurate.

APPENDIX “B”

CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Consultant Agreement for Construction Management Services (“Agreement”) is made and entered into as of the _____ day of _____, 202____ by and between **Placentia Library District** (“District”) and **[Name of Construction Management Company]** (“Consultant” or “CM”), (together, “Parties”).

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, “Services”) to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide construction management services as further described in **Appendix "A,"** attached hereto and incorporated herein by this reference (“Services”) and in accordance with District’s request for proposals number 2024-01 (the “RFP”) and Consultant’s response thereto dated (insert date) (the “Proposal”), which are incorporated herein by this reference.
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 202____ and will diligently perform as required until project construction is completed.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

- _____ Signed Agreement
- _____ Workers' Compensation Certification
- _____ Insurance Certificates and Endorsements
- _____ W-9 Form
- _____ Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **[WORDS] and 00/100 Dollars (\$XXXXX.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District’s written approval of the Services, or the portion of the Services for which payment is to be made.

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Appendix “C.”** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.3. Invoicing will be separated by project, “loading dock” and “outdoor library.” Within the loading dock project, the cost associated with the ramp and railing portion will be invoiced separately for grant-funded related purposes.

4.4. District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

5. **Prevailing Wage.** 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 to the extent applicable to performance of Consultant under this Agreement. 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.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
8. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District’s business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant’s employees.
9. **Performance of Consultant Services.**

9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or

supervision of District. CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements...

9.2. Due Diligence. Consultant will investigate District facilities and review written materials District makes available to Consultant to understand fully the nature and extent of the District's facilities and the Project(s). Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.3. Meetings. Consultant and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.4. CM's as District Representative: CM will act as District's representative with the District's design firm and construction firm in rendering the Services and furnishing the work as described in **Appendix A**, commencing with the receipt of a written Notice to Proceed signed by District Representative.

9.5. Coordination: In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District Project Manager as may be requested and desirable.

9.6. District Approval. The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Deliverables. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

12. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to

audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. CM shall comply with these provisions within fifteen (15) days of District's written request to review and audit any or all of CM's Project-related records and information.

13. Disputes.

13.1. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

14. Termination.

14.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Consultant's Services. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

14.2. **With Cause by District.** If CM fails to perform CM's duties to District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement for cause effective immediately upon District giving CM written notice thereof. Cause shall include, but not limited to:

14.2.1. Consultant's material violation of this Agreement; or

14.2.2. any Consultant act exposing District to liability to others for personal injury or property damage; or

14.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. In the event of this termination, District may secure the required

services from another Consultant and to the extent the expense, fees, and/or costs to District in doing so exceed the cost of providing the service pursuant to this Agreement, Consultant shall be liable to the District for such costs, in addition to any other damages the District may suffer due to Consultant’s breach.

15. Indemnification.

15.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the “Indemnified Parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, consultants, or agents during the performance of this Agreement. Consultant shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant’s own expense, including attorneys’ fees and costs, from any and all Claim(s) and allegations relating thereto. Should Consultant elect to defend the Indemnified Parties with a reservation of rights, District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties and to provide for its own defense. Consultant’s obligations under this Article do not apply to Claims which arise out of the sole negligence or willful misconduct of the Indemnified Parties...

15.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 15.1 above. Consultant’s obligation pursuant to this Article includes reimbursing the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 15.1 above. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds.

15.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

16. Insurance.

16.1. **Coverage.** Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	\$ 1,000,000

General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

16.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

16.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates and endorsements indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 16.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 16.2.5. If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 16.2.6. Upon District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

18. **Certificates/Permits/Licenses/Registrations.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **COVID-19 Requirements.** For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the

Order provides otherwise, CM and CM's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

20. **Anti-Discrimination.** The District's policy in connection with all work performed under District contracts is there to be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Consultant agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
21. **Priority of Documents.** To the extent there is a conflict between this Agreement and any attachments hereto or documents incorporated by reference, this Agreement shall control. In the event of a conflict as between other documents the order of priority shall be as follows: Appendix A, Appendix B, the RFP and the Proposal.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **Limitation of District Liability.**
 - 23.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
 - 23.2. CM hereby waives any and all claim(s) for recovery from District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on District's behalf.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic transmission, addressed as follows:

District:

Placentia Library District
411 E. Chapman Ave.
Placentia, CA 92870

ATTN: _____
Email: _____

Consultant:

ATTN: _____
Email: _____

Any notice personally given or sent by electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. **Integration/Entire Agreement of Parties.** This Agreement and any documents attached hereto or incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District’s administrative offices are located.
- 28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 32. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 33. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

34. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
35. **Incorporation of Recitals and Appendices.** The Recitals and each appendix attached hereto, the RFP and the Proposal are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 202__

Dated: _____, 202__

Placentia Library District

[Consultant Name]

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Approved as to form:

David DeBerry, District General Counsel