

**AGREEMENT TO PROVIDE FULL DESIGN
FOR THE SANTA ANA MAIN LIBRARY RENOVATION**

THIS AGREEMENT is made and entered into on this 19th day of April, 2022, by and between Group 4 Architecture, Research + Planning, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On October 11, 2021, the city issued Request for Proposal No. 21-118 (“RFP”), by which it sought a Consultant having special skill and knowledge in the field of library renovation to prepare full conceptual plans for the City of Santa Ana Main Library.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. The City intends to utilize funds provided under the American Rescue Plan Act (“ARPA”) for this Agreement. ARPA was signed into law in March 2021. ARPA provides funding for a number of different programs, including the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), to provide monetary support to local governments to respond to, mitigate, and recover from the COVID-19 public health emergency.
- D. 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

Consultant shall perform during the term of this Agreement the tasks and obligations, including all labor, materials, tools, equipment, and incidental customary works required to fully and adequately complete the services described in the Scope of Work as negotiated and attached as **Exhibit A**, that was based on the City’s RFP, a true and correct copy of which, as amended, is attached herewith as **Exhibit B** and as more specifically delineated in Consultant’s Proposal, which is attached hereto as **Exhibit C** and incorporated in full. In cases of conflict between Exhibits A, B & C, Exhibit A, as negotiated, shall govern.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit D** attached hereto. The total amount to be expended under this Agreement shall not exceed \$2,158,565 during the term of this Agreement, including any extension periods exercised under Section 3. The sum is

comprised of: (1) the base amount of \$1,962,332; and, (2) a 10% contingency in the amount of \$196,233 for additional services at the City's sole discretion.

- b. Payment by City shall be made within 45 (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and section 6, which may reasonably be expected by City.
- c. As the recipient of ARPA SLFRF funds, Consultant will be required to comply with any and all compliance requirements for the use of SLFRF funds, any and all reporting requirements for expenditures of SLFRF funds, as well as compliance with 2 CFR 200.332 regarding pass-through entities.

3. TERM

This Agreement shall commence on the date first written above and terminate on April 18th, 2025, unless terminated earlier in accordance with Section 17 below. The term of this Agreement may be extended for up to two (2), one (1) year periods upon a writing executed by the City Manager and City Attorney.

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 City, 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 City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City 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. STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time or similar locality.

7. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

The City shall not reuse or make any modification to the Consultant’s construction documents without the prior written authorization of the Consultant. The Consultant shall bear no responsibility or liability related to the unauthorized reuse of any instruments of service prepared by the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant’s drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, express or implied, of merchantability and fitness for any particular purpose.

8. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a. **MINIMUM SCOPE AND LIMIT OF INSURANCE** Coverage shall be at least as broad as:

1. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Not required if Consultant does not require a vehicle to perform scope of services)
 3. *Workers' Compensation*: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification it has no employees)
 4. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
 5. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- b. Other Insurance Provisions – The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. *Additional Insured Status*: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later revisions used).
 2. *Primary Coverage*: For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. *Notice of Cancellation*: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
 4. *Waiver of Subrogation*: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
 5. *Self-Insured Retentions*: Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage

with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. *Acceptability of Insurers:* Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. *Claims Made Policies:* If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
8. *Verification of Coverage:* Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. *Subcontractors:* Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors.
10. *Special Risks or Circumstances:* City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons

acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, 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 City pursuant to this Agreement.

11. 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 City 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 City 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.

12. CONFIDENTIALITY

If Consultant receives from the City 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 City.

13. 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.

14. 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, 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.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City 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 City 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 City. 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.

16. 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 City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City 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 Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate. City use of Consultant's instruments of services shall be governed by section 6 above.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals and section 6 of this Agreement.

18. 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.

19. 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.

20. 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 City of Santa Ana and all other governmental agencies. Consultant shall notify the City 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.

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 City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Consultant:

GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.
211 Linden Avenue
South San Francisco, CA 94080
Tel: 650-871-0709
Attn: David Schnee, Principal

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 or City holidays shall be excluded.

22. 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 City fully, including reasonable costs and attorney's fees, for any injuries or damages to City 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.

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

ATTEST:

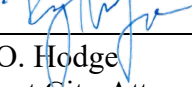
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager


APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 

Ryan O. Hodge
Assistant City Attorney

CONSULTANT:
GROUP 4 ARCHITECTURE RESEARCH +
PLANNING, INC.



David Schnee
Principal

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

**CITY OF SANTA ANA
LIBRARY RENOVATION
RFP NO. 21-118**

**EXHIBIT A
SCOPE OF WORK**

INTRODUCTION/BACKGROUND

The City of Santa Ana is soliciting proposals for Architectural/Engineering, Interior Design, and Construction Administration services (“the Services”) for a renovation of the historic Main Library. By this Request for Proposals (RFP), the City of Santa Ana is requesting proposals from firms with substantial architectural, engineering and construction administration experience on similar types of public works improvements for the renovation of the Santa Ana Main Library.

The Main Branch of the Santa Ana Public Library was completed in May 1, 1960. The exterior for the building has remained relatively the same since inception; however, the interior of the building received an extensive renovation in 1990. The City would like to restore some of the character lost in the previous renovation while also performing an update that better meets the evolving needs of the community and makes the library central to early childhood learning. The Main Library building consists of 39,790 square feet and has two floors and a below grade basement.

The Santa Ana Main Library is an integral partner with the community, providing educational resources to connect and enrich a community of over 335,000 residents. This renovation should further these goals in the most cost effective and environmentally friendly manner possible.

The Children’s Library/Early Learning Center will be the focal point of the project with key upgrades and expansion to the area and services that will be provided to the community. Design will include “Play-brary” types of designs with interactive walls, etc.

A generalized description of areas that may be addressed with City/community/potential consultant input are as follows. See Attachment 4 for as-builts and general layout of work areas.

1. Exterior
 - a. Marble siding
 - i. Clean all marble exterior surfaces
 - ii. Repoint joints between marble panels
 - iii. Replace/repair cracked marble panels
 1. Explore replacing existing stone on 1990 addition with new Italian Marble to match original structure
 - b. Provide architecturally appropriate exterior lighting fixtures on building and in landscaping
 - c. Flashing cap needed on parapet cornice
 - d. Upgrade to new LED Security and Pathway Lighting
 - e. Replace all landscaping around building (turf to remain)
 - i. Low planting – no hiding areas
 1. Planting materials to deter camping and/or sleeping
 2. Ground surface to be DG or similar

EXHIBIT A SCOPE OF WORK

- ii. Remove trees adjacent to building face that present potential structural or other issues to the building
 - iii. Drought Tolerant with low voltage spot lighting
 - f. North Entrance
 - i. New doors to match original design (or propose new architecturally appropriate design)
 - ii. Clean up entrance building lettering & stone
 - iii. Replace walkway connecting north entrance to sidewalk on Civic Center Dr.
 - iv. Restore dedication plaque on north entrance sidewalk.
 - g. East Entrance
 - i. Make secondary public entrance at current staff access to fenced patio
 - ii. Create parking area along east or south side of building for library exclusively
 - iii. Keep as many trees as feasible
 - iv. Create a drive-thru window considering circulation on/off of Ross St.
 - 1. If feasible, ensure it does not detract from historic nature of the building
 - h. South Entrance
 - i. Return to a bookmobile area with garage/carport and the back of house loading area
 - ii. Patio area just east of south entrance
 - 1. Remove panels/walls that block the patio adjacent to entrance that create a hiding space in this area
 - 2. Activate this area
 - iii. Remove book drop – replace with new book drops at north and east entrances
 - iv. Blend proposed landscaping with new landscaping to south
 - i. Children's Library – single story addition on the west side of the Main Library building
 - i. Provide vines or other low maintenance plant material on east side of building to prevent graffiti
 - ii. Patio renovation completed under separate contract
 - j. Provide comprehensive exterior security cameras and necessary low voltage cabling
 - k. Coordinate with IT to provide no low voltage cat 6 cabling/trays throughout the building along with new access points
 - l. The old freight elevator from the late 1950's should be removed as it is not functional and no longer needed
 - m. Identify opportunities to allocate square footage for additional meeting/study room space if possible
 - n. A new roof was recently completed
- 1. Interior
 - a. General building
 - i. Consider elevator relocation with modern elevator
 - ii. Review/consider replacing all building systems
 - iii. Include technology in all meeting rooms
 - iv. Replace all flooring throughout
 - v. Upgrade all restrooms. May need to adjust access or location of restrooms to accommodate new layout that is more in line with original plans. They were modified and relocated in 1990.
 - vi. Shelving needs assessment/shelving program – Replace all book stacks
 - vii. New lighting plan to ensure new improvements do not create shadows and dark areas
 - viii. Replace all furniture in public and private spaces

EXHIBIT A SCOPE OF WORK

1. Furniture should have a mid-century modern or similar style in line with the historical time period of when the building was constructed
- ix. Ceiling system was recently upgraded. Modifications may be required depending on results of shelving analysis.
- x. Repair Exterior windows in Main Library building and Children's Library addition
- xi. Provide a comprehensive signage plan for the Main Library in keeping with the historic nature of the building
- xii. ADA compliance/Accessible path of travel
- b. Main Floor
 - i. Refinish wood/metal elements
 - ii. South side back of house
 1. Combine information and circulation desks
 - a. To match the original design and historic nature of the building, move circulation to the north entrance
 - b. Two large half circle desks flanking each side of the door in front of the windows
 - c. Staff Area where south entrance is currently - Bookmobile and circulation work/ loading area
 - iii. Reimagining of Children's Library
 1. Focus on early childhood learning
 2. Flexible/programmable space
 3. Tutoring/interactive
 4. Can be expanded into main library area as needed
 5. Feature interactive experiences:
 - a. Wall interactives,
 - b. Climbing areas
 - c. Other children's museum style spaces
 - iv. East entrance
 1. Widen hallway
 2. Create teen space along the east side of building
 - v. Reactivate the fireplace area
 1. Non-functional fireplace (not wood or gas burning)
- c. Second Floor
 - i. Refinish wood/metal elements
 - ii. Create additional public spaces
 1. Remove majority of admin space on second floor
 - a. 4 admin staff will remain
 - b. Relocate the Santa Ana History Room and create a small gallery
 2. Small meeting room as space permits
 3. Create Bookstore:
 - a. Explore enclosing the hallway behind the second floor shelving and other rooms staff rooms along the south side of the building to create a new bookstore
 - iii. Meeting rooms/tech lab – add glass toward main library
 - iv. Dumbwaiter – ideas to reactivate or other use
 - v. Relocate majority of staff to the basement
- d. Basement
 - i. Staff spaces to replace teen center and storage areas
 - ii. Possible drop ceiling
 - iii. 26 full-time staff (cubicles)

EXHIBIT A SCOPE OF WORK

- iv. 72 part-time staff (share 10 – 15 spaces)
- e. Building Mechanicals and Critical Maintenance/
 - i. Bring stairwells and emergency exits up to code if required. Explore opportunities for LEED certification and/or green building materials.
 - ii. Include potentially life-saving improvements or replacement of original fire detection and sprinkler systems, plumbing, seismic retrofit, antiquated HVAC system, and all electrical and plumbing systems from the late 1950's.

Scope of Work

Architectural and engineering services shall consist of, but not be limited to the following: review of the Main Library building program, prepare schematic design, construction plans and specifications, submit design documents to the City of Santa Ana staff for review and submit final design documents to the City of Santa Ana Building & Safety Division for plan check. These services also include responding to all plan check corrections until final approval has been given by Building & Safety. Finally, construction administration services during bid and construction phases would also need to be provided.

I. Consultant Responsibilities as Part of Basic Services

The Consultant's responsibilities shall include the following project tasks:

Consultant is responsible for providing all design and engineering as required for all components within the project scope of work. This includes but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, parking and site improvements design, street improvement design (new driveway/access points), structural design, interior design including bookshelf layout plans, furniture selection, electrical engineering, mechanical and plumbing engineering, etc.

Consultant will also be responsible for facilitating up to three (3) meetings with City Staff to obtain input and finalize concept plan. Additionally, up to three (3) meetings to coordinate for or present to the Historic Resources Commission (HRC).

Consultant shall provide review sets in .pdf format.

Final plans shall be provided in AutoCAD or Microstation format, and .pdf format.

Task 1: Pre-Design

Preliminary design shall include Kick-off meeting with City Staff (representatives from Public Works Agency and Santa Ana Library) to discuss scope of work, project goals and objectives, potential elements and issues, schedule, review of existing information and site investigation.

- Deliverables shall include a
 - Work Task Plan and Schedule, that will include key milestones and highlight tasks associated with Historic Resources Commission (HRC) review.
 - Geotechnical Assessment of the east side of the building,
 - Four test holes to characterize the soil and determine potential ground water impacts, infiltration rates, excavation and compaction requirements for hardscape elements and soil corrosivity.
 - Geotechnical Report
 - Geotechnical review of construction drawings
 - Hazardous Building Materials Survey (HBMS) including up to
 - Asbestos (PLM) up to 95 samples

EXHIBIT A SCOPE OF WORK

- Lead Paint (FAAS) up to 20 samples
- Lead Ceramic (TTLC) up to 10 samples
- PCB caulking (GC) up to samples
- HBMS Report
- Air monitoring and Mitigation Observation – one 8 hr shift and a single report is included in Basic Services, and
- Site Survey.
- Base Drawings. Consultant shall prepare a digital base model of the existing building in Autodesk BIM 360 using the dimensions shown or may be graphically scaled from the 1990 drawing set. The dimensions will be understood to be approximate, requiring field verification by contractors as part of construction.
- Preliminary Project Budget Options. Consultant shall prepare alternate budget options using rule-of-thumb cost/sf for different project extents. The budgets shall endeavor to be as comprehensive as possible, including contingencies and other City costs. City shall evaluate budget ranges and give guidance to the Consultant on appropriate options to continue into Task 2.
- Summary of Task 1 Meetings and Trips:
 - Consultant will meet with a City Project Management Team (PMT) up to two times via virtual meeting.
 - Consultant team will have one -trip for an site day where the Consultant shall tour the building and meet with City Staff
- Summary of Task 1 Consultant Included Expenses: Expenses for travel by car, plane, including ground transit and parking and consultant meals

Task 2: Concept Design

Concept design shall include up to three (3) meetings with City Staff to brainstorm and review potential layouts. Additionally, outreach shall be conducted in up to three (3) public meetings to provide the community an opportunity to review the concept designs and provide input. Please provide creative methods used to engage the community on needs and priorities while keeping the project on schedule. i.e. workshops, online polls.

- Deliverables shall include up to three (3) schematic concept designs, with a minimum of six (6) perspective drawings/renderings for each the following: exterior from Civic Center Dr., main level.book stacks, kid’s area, teen space, Santa Ana History Room and east entrance from exterior for fundraising and use in presentations to potential library donors, would also be required.
- Children’s Thematics Discovery & Concept Design
 - Thematics Orientation Meeting. Consultant will lead meeting to discuss the Santa Ana Library’s play and learning objectives and the intended visitor experience. Explore creative priorities to be translated into design elements, concepts, and designs that will inform your overall project budget and meet playspace safety standards.
 - Children’s Thematics Conceptual Design: Consultant will research benchmark examples and develop preliminary visual concepts for presentation to the Santa Ana Library project team. We will create three-dimensional models of the spaces. We will also review and determine graphic requirements, including donor elements, wayfinding, and safety signage.
 - Budget Consultant shall prepare an estimate of probable cost for children’s thematics design elements.
- Updated Project Budgets for each of up to three schematic concept designs.
- Final Concept and budget shall be approved by City Staff
- Summary of Task 2 Meetings and Trips:
 - Consultant will meet with a City Project Management Team (PMT) up to four times via

EXHIBIT A SCOPE OF WORK

- virtual meeting.
- Consultant team will have three trips for on-site meetings and/or meetings with local agencies. Two trips may include an evening community meeting.
- Summary of Task 2 Consultant Included Expenses:
 - Travel expenses for included meetings and trips, including meals and lodging related to an overnight stay for a trip with an evening meeting.
 - Color hard copy handouts (up to 10 sets per meeting)
 - Plotting for up to one set of color presentation drawings
 - Mounting of one set of the preferred design to support fundraising purposes.
-

Task 3: Design Development (50% plans)

Design development will involve the schematic development of plans based on the approved conceptual design plan, which shall include but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing,, architectural design, landscape architectural design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, draft technical specifications and “opinion of estimated cost”.

- Deliverables shall include a 50% set of plans, including site section studies, draft specification, “Opinion of Probable Cost”.
- Summary of Task 3 Meetings and Trips:
 - Consultant will meet with a City Project Management Team (PMT) up to four times via virtual meeting.
 - Consultant team will have three -trips for in-person meetings with City Staff or project stakeholders
- Summary of Task 2 Consultant Included Expenses:: Travel expenses for included meetings and trips, color hard copy handouts (up to 10 sets per meeting) and plotting for up to one set of color presentation drawings of the selected option and views.
-

Task 4: Construction Documents (90% and 100% plans)

Construction Documents (CDs) shall include finalizing approved deliverables from the Design Development phase. This includes the provision of detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor.

- Deliverables shall include 90% and 100% plans, structural calculations, CASP report, final technical specifications, finalized “Opinion of Probable Cost”. 100% plans will go through a constructability review that could lead to comments and recommendations that should also be addressed and completed as part of this deliverable.
- Summary of Task 4 Meetings and Trips:
 - Consultant will meet with a City Project Management Team (PMT) up to six times via virtual meeting.
 - Consultant team will have three -trips for in-person meetings with City Staff or project stakeholders
- Summary of Task 2 Consultant Included Expenses: Travel expenses for included meetings and trips, color hard copy handouts up to 11x17 (up to 10 sets per meeting) and plotting for up to one set of wet-signed drawings of the selected option and views.

Plans: Plans shall include, but are not limited to the following:

EXHIBIT A SCOPE OF WORK

- Title Sheet
- Civil Engineering
 - Site Erosion Plan
 - Parking lot along Ross Street with Access Control (parking meters, gate, bollards, etc.)
 - Horizontal and Vertical Control Plan
 - Grading And On-Site Drainage Plan
 - Site Utility Plan
- Landscape Architectural
 - Site Layout/Construction Plans And Details (including plumbing)
 - Site Sections, as applicable
 - Planting Plans/Details/Notes
 - Irrigation Plans/Details/Calculations/Notes
- Architectural
 - Demolition Plans (Basement, 1st, & 2ndFloors)
 - Construction Plans (Basement, 1st, & 2ndFloors)
 - Reflected Ceiling Plans (Basement, 1st, & 2ndFloors)
 - Furniture Plans (Basement, 1st, & 2ndFloors) and Furniture schedule and budget
 - Shelving Plans, and Schedules
 - Exterior Elevations
 - Interior Elevations
 - Mechanical and Plumbing Plans/T-24
 - Electrical Plans, as applicable
 - Architectural Details
 - Structural Calculations
 - Door/Window/Finish Schedules, as applicable
 - ADA Path of Travel design and/or
 - Code Required signage Plan
- Structural Engineering
 - Structural Design and Detailing
- Mechanical Engineering & Plumbing
- Electrical Engineering
 - Electrical Site Plan to include walkway/parking lot lighting, irrigation.
 - Photometrics.
 - Location of panels, switchgear, meters
 - Schedules
 - Details
 - Notes, specifications

Plan Check & Permits:

Construction drawings shall be in accordance with the 2019 California Building Code and will require review/approval by the City Planning and Building Agency. Additionally, this would be subject to review by the Historic Resources Commission.

EXHIBIT A SCOPE OF WORK

Historic Resources Commission (HRC)

Pursuant to our Historic Ordinance, major exterior modifications to a historic structure requires the approval of the HRC through a duly noticed public hearing and issuance of a Certificate of Appropriateness. Therefore, the property owner would need to apply for a Historic Exterior Modification Application (HEMA). The cost for this application is \$2,348.83.

Prior to presenting the application to the HRC city staff will ensure that any proposed exterior modifications are consistent with the Secretary of Interior's Standards for rehabilitation and consistent with our Historic Ordinance. Staff recommends the proposal identify a historic consultant to provide a compliance statement ensuring consistency with the standards. This compliance statement would help streamline the review process and help with staff recommendation for approval.

The timeframe for the HEMA will also vary as we only have four regularly scheduled HRC meetings throughout the year (January, April, July, and October). It will be important to coordinate this effort proactively with the Planning department staff to determine the submittal deadline for the next available HRC meeting.

As a condition of plan check approval, plans, specifications and structural calculations must be signed by a California licensed architect / landscape architect /civil engineer/structural engineer as appropriate. Additionally, the architect will be encouraged to identify their historic consultant to address questions and concerns related to the historical preservation of the building. Plans shall be organized so that they can be segregated cleanly for distribution to the various plan checking entities.

Construction drawings shall be submitted at 90% completion for review by Public Works CIP Engineering and Santa Ana Library staff and revised per their comments. The 100% complete construction drawing package will then be submitted for final City review to the following City Agencies:

- Library Services Agency
- Planning and Building Agency
- Historic Resources Commission
- Public Works Agency CIP Engineering Division

The Public Works Agency Project Manager will coordinate the submittal and review process.
Once complete, the consultant will revise the Contract Documents

Technical Specifications

Technical specifications for all components listed above shall be provided by Consultant, or their Sub-consultants, to the City in CSI (Construction Specifications Institute) format. Consultant shall coordinate language between the general and technical specifications to ensure conflicts are minimized. City Staff will combine these specifications with the City Boiler Plate which together, will become the Project Manual.

Final Opinion of Probable Cost

Consultant shall provide updated opinion of probable construction cost which shall reflect finalized plans, materials, systems, details of construction, and known or anticipated changes in the bidding market relative to the project. Should project scope exceed available budget, project plans/specifications will be phased as appropriate.

Task 5: Bid Advertisement, Construction Administration, Record Drawings:

Bid Advertisement

Consultant shall provide support to the City during the Bidding phase by assisting with questions,

EXHIBIT A SCOPE OF WORK

requests for information/clarification, or conflicts arising out of the bidding process. Consultant shall also attend pre-bid meeting, if scheduled.

Construction Administration

Consultant shall provide support to the City during the Construction Administration phase by assisting with questions, requests for information/clarification, and/or reviewing submittals. Consultant's Basic Service includes bi-weekly participation in Owner Architect Contractor (OAC meetings by web conference, and monthly attendance on-site for in-person participation in OAC meetings and to observe the progress of the construction limited to the duration shown below in section IV.

Record Drawings / As-built Plans:

Upon construction completion, consultant shall incorporate as-built information, as provided by the General Contractor, into the drawing files to provide record drawings for City archives.

FFE Selection and Procurement Services

Consultant shall provide support to the City during the Bidding phase by assisting with questions, requests for information/clarification, or conflicts arising out of the bidding process. Consultant shall also attend pre-bid meeting, if scheduled.

Task 5: ARPA, or other Funder Compliance Administration

Consultant's responsibilities for ARPA, or other funder, compliance reporting shall be limited to monthly delineation of percent complete by task included in Consultant's monthly invoicing. Additional reporting or documentation of the Consultant or any subconsultants shall be Additional Services.

City Responsibilities

The City will be responsible for the following items:

- Provision of available plans and existing documentation on file.
- Provision of electronic design file with City title block and title sheet (24" x 36")
- Provision of standard City boilerplate specifications.
- Acting as liaison with the appropriate decision making bodies, as necessary.
- Coordination and processing of plans and documents with governmental agencies having jurisdiction over the project.
- Support for community and stakeholder meetings including arranging venues, publicity, room setup and breakdown, provision of projection and amplification, refreshments, translation services (live and/or in print)
- If Hazardous Building Material Sampling is done on any parts of the roof the City will engage the services of a qualified roofing contractor to repair the roof as necessary.
- Services of a Construction Manager (CM) that may be either City staff or third party consultant hired by the City) to monitor and coordinate contractor services, facilitate and record OAC meetings, maintain RFI, ASI, CO logs, monitor contractor's schedule performance, review pay applications, and coordinate.
- Paying permit and/or plan check or other fees to the City or other Authorities having jurisdiction over the project.

II. PRE-NEGOTIATED OPTIONAL SERVICES

EXHIBIT A SCOPE OF WORK

The following services are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the Client. The Consultant shall be compensated for Optional and Additional Services in addition to compensation for Basic Services and Reimbursable Expenses as described in Exhibit C.

Optional Services 1: Children's Thematics Schematic Design / Procurement Package

The Consultant shall prepare a schematic design package that describes the design intent and fabrication methodology, select details, and specifications that can be used by the City to procure fabrication services from a design-build exhibit contractor.

Optional Services 2: Elevator Design Services Task 3-5.

As part of Tasks 1 and Task 2 in Basic Services. the Consultant shall consider options for a new, replacement, or relocated elevator. At the end of Task 2, if the City selects a preferred design with a new, replacement, or relocated elevator the Consultant shall provide the architectural and engineering services required in Tasks 3-5 when Optional Services 2 are authorized.

III. ADDITIONAL SERVICES

The following services are not included in the Consultant's Scope of Basic Services, or Pre-negotiated Optional Services and shall be provided if requested by the Client. The Consultant shall be compensated for Additional Services in addition to compensation for Basic Services, Optional Services and Reimbursable Expenses as described in Exhibit C.

1. Field measured architectural as-builts (horizontal, elevation, and/or vertical dimensions), and/or LiDAR scanning.
2. Underground surveys including electronic or pothole utility investigation.
3. Existing utility capacity studies.
4. Storm drain connection permits if required.
5. Structural assessments or materials testing of the existing structural framing.
6. Seismic retrofit of the existing structure including but not limited to strengthening of the existing roof framing, Strengthening, replacement or upgrade of the existing structural framing gravity or lateral resisting elements.
7. Arborist services.
8. MEP system replacements.
9. Fire Protection and fire alarm design.
10. Audio-visual system design for areas not described in Basic Services above.
11. Specialized low voltage systems not included in basic services including but not limited to:
 - a. Voice/Speech Lift Systems,
 - b. Satellite Television Reception Systems. Communications Systems:
 - c. LAN/WAN Systems Hardware, including Routers, Firewalls,
 - d. General Purpose Network Switches, General Purpose Servers, Disk and Tape Backup Systems, Wireless Access Points, Rackmount UPS, General Purpose Computer Workstations, Printers and Related,
 - e. Microwave Communications Systems, VoIP/PBX Telephone Systems, Emergency Radio Responder Coverage (ERRC)/Public Safety Radio Repeater Systems, and/or Distributed Antenna Systems (DAS)/Cellular Telephone Repeater Systems. Outside Plant Engineering –
 - f. Design of Communications Ductbanks or outside plant communications cabling infrastructure more than 500 feet beyond the furthest face of the Project building(s), conduit proofing or documentation of existing underground communications ducts, their fill and remaining capacity for use by this Project.
 - g. Mass Notification/Mass Communications Systems: Two-way Communications Systems, Emergency Alert Systems and/or Master Clock Systems. Electronic Security and Safety Systems: Risk Assessment Study, Campus Bluelight Telephone Systems.
12. Roofing, parapet, access, fall restraint, drainage assessment and design of repairs, modifications or replacement, except for repairs as needed by any Basic Services work that impacts the existing roof.

EXHIBIT A SCOPE OF WORK

13. Work related to the Children's patio.
14. Support to place building on historic registry
15. Marble inspection/survey.
16. Historic Exterior Modification Application (HEMA) application cost.
17. EIR services including any other environmental studies.
18. Children's Thematics Design Build Fabrication Services
19. Children's Thematics shop drawing review and installation observation and punch list services when the children's thematics are obtained by a third-part fabricator/installer.
20. Additional meetings beyond those identified in Basic Services
21. Traffic engineering
22. The services of consultants other than those included in the proposal and those identified in Exhibit B plus those of Omega Environmental.
23. Hazardous material air monitoring and mitigation observation by Consultant beyond a single eight-hour shift.
24. Physical Scale models
25. Promotional and fundraising materials beyond the renderings included in Basic Services
26. Assistance with grant applications including, but not limited to, CA State Library, and Southern California Edison
27. Third party estimate reconciliation
28. Life cycle costs analyses.
29. Value Engineering, Integrated Design Workshops
30. Inclusion of bid alternates greater than 1% of project budget.
31. Increases in scope of services related to a construction budget above \$17.9M.
32. Preparing multiple bid packages beyond those defined in Task 4.
33. Making revisions to drawings, designs, or other documents when such revisions are inconsistent with approvals or directions previously given by the Client, made necessary by determination by the Client or its other consultants, or made necessary by the Client's failure to render decisions in a timely manner.
34. Remobilization costs, to resume the project if the City suspends the project for longer than one month.
35. Design of any temporary facilities.
36. LEED Certification – including USGBC registration fees and Consultant costs to design unique LEED credits not otherwise included in the design and services to document and obtain certifications
37. ARPA, or other funder, compliance documentation administrative costs.
38. Any other service not included in Section I. Basic Services.

IV. SCHEDULE OF PERFORMANCE

- 1.A Consultant shall complete all Basic Services Tasks 1 through 5, according to the following preliminary durations to be refined in Basic Services Task 1

Task 1 Pre-Design	2 months
Surveys may be delivered by the Consultant during Task 2	
Task 2 Concept Design	3 months
Includes preliminary meeting with HRC	
Task 3 Design Development (50% plans)	4 months
Includes preliminary meeting with HRC	
Task 4 Construction Documents (90% and 100% plans)	
Preparation of 90% Permit Submittal	4 months
City Building Department Review	
Back-check – 100% set	1 month

EXHIBIT A SCOPE OF WORK

Task 5 Bid Advertisement, Construction Administration, Record Drawings:

Bid and Award	4 months
Construction Administration	12 months
Record Drawings	2 months
FFE Design intent and bid package – concurrent with Task 5	
Signage Design Intent and bid package – concurrent with Task 5	

- 1.B The schedule for the project overall or any phase(s) may be adjusted upon mutual agreement of the City and the Consultant to meet changing project needs.

**REQUEST FOR PROPOSALS (RFP)
FOR
SANTA ANA LIBRARY RENOVATION**

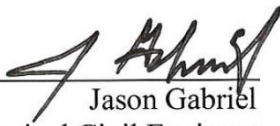
RFP NO.: 21-118



**CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plaza, M-36
Santa Ana, CA 92701**

**Jason Gabriel
Principal Civil Engineer
(714) 647-5664 Office
JGabriel@santa-ana.org**

Approved for Release:


Jason Gabriel
Principal Civil Engineer
Public Works Agency

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

Issue Date:	October 11, 2021
Job Walk:	October 27, 2021 at 9am at Library North Entrance
Deadline for Requests for Information:	November 4, 2021
Proposal Due Date:	November 12, 2021 at 2pm
Projected Award Date:	December 21, 2021

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for the Santa Ana Library Renovation.

Responses to this Request for Proposals (RFP) must be submitted electronically to the PlanetBids system no later than November 12, 2021 at 2:00 p.m. 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 City of Santa Ana 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
SANTA ANA LIBRARY RENOVATION
RFP NO. 21-118
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL.”**

City of Santa Ana
Attn.: Jason Gabriel
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

For further instructions regarding hard copy submission of proposals, refer to PlanetBids.

All notifications, requests for information, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. 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.

TABLE OF CONTENTS

I.	INTRODUCTION / PROJECT DESCRIPTION	4
II.	INSTRUCTIONS TO PROPOSERS	6
	A. CITY RESPONSIBILITIES	
	B. PROPOSER RESPONSIBILITIES	
	C. REQUEST FOR INFORMATION OR CLARIFICATION	
	D. ADDENDA	
	E. LICENSES & PERMITS	
	F. INSURANCE	
	G. INFORMATION PACKET	
	H. CITY RIGHT TO REJECT	
	I. BID PROTESTS	
III.	SUBMITTAL REQUIREMENTS	8
	A. GENERAL	
	B. PROPOSAL CONTENTS	
	1. STATEMENT OF QUALIFICATIONS	
	2. SCOPE OF SERVICES AND SCHEDULE	
	3. FEE PROPOSAL	
	4. CERTIFICATIONS	
IV.	PROPOSAL REVIEW (CONSULTANT SELECTION)	10
	A. EVALUATION AND RATING	
	B. SELECTION	
V.	CONTRACT AWARD	10
	A. REQUEST FOR COUNCIL ACTION	
	B. EXECUTION OF AGREEMENT	
VI.	IMPLEMENTATION	10
	A. KICK-OFF MEETING	
	B. NOTICE TO PROCEED	
VII.	PUBLIC RECORDS	11
VIII.	APPENDIX	
	ATTACHMENT 1: SCOPE OF WORK	
	ATTACHMENT 2: AGREEMENT	
	ATTACHMENT 3: CERTIFICATION	
	ATTACHMENT 4: PROJECT ATTACHMENTS	

I. INTRODUCTION / PROJECT DESCRIPTION

Nature of Work:

The City of Santa Ana Public Works Agency (City) desires to enter into an agreement with a qualified consulting firm to lead efforts to renovate the historic Santa Ana Main Library.

Number of Proposals and Signature:

Five (5) hard copies are required to accompany an electronic submittal of the complete proposal package on PlanetBids. 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 City of Santa Ana. *Please be explicit in identifying the appropriate person with legal authority to bind the company.*

The Statement of Qualifications shall be limited to a maximum of (10) double-sided pages (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”.

Proposal Evaluation and Rating:

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

- | | |
|-------------------------------|-----|
| • Firm/Team Experience | 25% |
| • Understanding of Need | 30% |
| • Relevant Project Experience | 30% |
| • Schedule of Delivery | 10% |
| • References | 5% |

The City 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 City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

EXHIBIT - B

Project Funding:

Funding sources for each project may vary and shall comply with the funding agency's requirements. Special conditions may apply. Refer to Attachment 1 (Scope of Work) in the Appendix of this RFP.

Term of Contract Agreement:

The City desires to enter into a contract with the top scoring firm for an initial three (3) year term with a City option for two (2) one (1) year extension period. This term is outlined in the Standard Consultant Agreement, as contained in the Appendix of this RFP as Attachment 2.



II. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in this RFP. The City 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.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made only in writing to the Q&A section located in PlanetBids 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 PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137> as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS

The selected proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City's project manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits 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 contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty. The City will provide the Selected Proposer with a “New Vendor Checklist”, which outlines insurance requirements.

G. PAYMENT INFORMATION PACKET

The selected proposer shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded.

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. CITY RIGHT TO REJECT

The City 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 City 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 City 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 City shall assume no liability of such subcontractors.

J. BID PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or her designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by the Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.



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 City of Santa Ana 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 herein as Attachment 2 in the Appendix.
- 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: Proposal shall include an outline which demonstrates the firm's understanding of the work. This outline should include anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made 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 project description, project location, year completed, client name and contact information, and name of consultant project manager. City of Santa Ana staff may conduct site visits at select projects.
- f. References: Proposals shall include a listing of relevant projects with references for three public entities with valid current emails for which Proposer has performed similar work within the past five (5) years.

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 in PlanetBids 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 City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

4. CERTIFICATIONS:

The following forms shall be signed and included as part of the proposal submittal package:

- Attachment 3-1: Non-Collusion Affidavit



- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification

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 at least (3) City staff from multiple departments. The committee may interview the top ranking proposers. The City will recommend award of contracts to the proposers who will provide the best value to the City. The City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

V. CONTRACT AWARD

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee and acceptance from Funding agency following financial audit, the Project Manager will recommend award contracts to the three top-ranking proposers that will provide the best value to the City.

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 contracts. Consultants and their team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation processes.

B. NOTICE TO PROCEED

Prior to issuance of a formal Notice to Proceed (NTP), Consultants shall provide all required bonds, insurance documents, and contents of the Information Packet for review and approval by the City.



For “On-Call” contracts, individual City Project Managers will request project/task specific proposals from Consultants on an as-needed basis. Proposals will then be evaluated by City staff and written NTPs will be issued accordingly per each task order.

VII. PUBLIC RECORDS

All data, documents and other products used, developed, or produced during response preparation of this RFP will become property of the City. All responses to this RFP shall become property of the City. Proposer information identified as proprietary information be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

CITY OF SANTA ANA

**REQUEST FOR PROPOSALS
FOR
LIBRARY RENOVATION
RFP NO. 21-118**

INTRODUCTION/BACKGROUND

The City of Santa Ana is soliciting proposals for Architectural/Engineering, Interior Design, and Construction Administration services (“the Services”) for a renovation of the historic Main Library. By this Request for Proposals (RFP), the City of Santa Ana is requesting proposals from firms with substantial architectural, engineering and construction administration experience on similar types of public works improvements for the renovation of the Santa Ana Main Library.

The Main Branch of the Santa Ana Public Library was completed in May 1, 1960. The exterior for the building has remained relatively the same since inception; however, the interior of the building received an extensive renovation in 1990. The City would like to restore some of the character lost in the previous renovation while also performing an update that better meets the evolving needs of the community and makes the library central to early childhood learning. The Main Library building consists of 39,790 square feet and has two floors and a below grade basement.

The Santa Ana Main Library is an integral partner with the community, providing educational resources to connect and enrich a community of over 335,000 residents. This renovation should further these goals in the most cost effective and environmentally friendly manner possible.

The Children’s Library/Early Learning Center will be the focal point of the project with key upgrades and expansion to the area and services that will be provided to the community. Design will include “Play-brary” types of designs with interactive walls, etc.

A generalized description of areas that may be addressed with City/community/potential consultant input are as follows. See Attachment 4 for as-builts and general layout of work areas.

1. Exterior
 - a. Marble siding
 - i. Clean all marble exterior surfaces
 - ii. Repoint joints between marble panels
 - iii. Replace/repair cracked marble panels
 1. Explore replacing existing stone on 1990 addition with new Italian Marble to match original structure
 - b. Provide architecturally appropriate exterior lighting fixtures on building and in landscaping
 - c. Flashing cap needed on parapet cornice
 - d. Upgrade to new LED Security and Pathway Lighting
 - e. Replace all landscaping around building (turf to remain)
 - i. Low planting – no hiding areas
 1. Planting materials to deter camping and/or sleeping
 2. Ground surface to be DG or similar

- ii. Remove trees adjacent to building face that present potential structural or other issues to the building
 - iii. Drought Tolerant with low voltage spot lighting
 - f. North Entrance
 - i. New doors to match original design (or propose new architecturally appropriate design)
 - ii. Clean up entrance building lettering & stone
 - iii. Replace walkway connecting north entrance to sidewalk on Civic Center Dr.
 - iv. Restore dedication plaque on north entrance sidewalk.
 - g. East Entrance
 - i. Make secondary public entrance at current staff access to fenced patio
 - ii. Create parking area along east or south side of building for library exclusively
 - iii. Keep as many trees as feasible
 - iv. Create a drive-thru window considering circulation on/off of Ross St.
 - 1. If feasible, ensure it does not detract from historic nature of the building
 - h. South Entrance
 - i. Return to a bookmobile area with garage/carport and the back of house loading area
 - ii. Patio area just east of south entrance
 - 1. Remove panels/walls that block the patio adjacent to entrance that create a hiding space in this area
 - 2. Activate this area
 - iii. Remove book drop – replace with new book drops at north and east entrances
 - iv. Blend proposed landscaping with new landscaping to south
 - i. Children's Library – single story addition on the west side of the Main Library building
 - i. Provide vines or other low maintenance plant material on east side of building to prevent graffiti
 - ii. Patio renovation completed under separate contract
 - j. Provide comprehensive exterior security cameras and necessary low voltage cabling
 - k. Coordinate with IT to provide no low voltage cat 6 cabling/trays throughout the building along with new access points
 - l. The old freight elevator from the late 1950's should be removed as it is not functional and no longer needed
 - m. Identify opportunities to allocate square footage for additional meeting/study room space if possible
 - n. A new roof was recently completed
- 2. Interior
 - a. General building
 - i. Consider elevator relocation with modern elevator
 - ii. Review/consider replacing all building systems
 - iii. Include technology in all meeting rooms
 - iv. Replace all flooring throughout
 - v. Upgrade all restrooms. May need to adjust access or location of restrooms to accommodate new layout that is more in line with original plans. They were modified and relocated in 1990.
 - vi. Shelving needs assessment/shelving program – Replace all book stacks
 - vii. New lighting plan to ensure new improvements do not create shadows and dark areas
 - viii. Replace all furniture in public and private spaces

1. Furniture should have a mid-century modern or similar style in line with the historical time period of when the building was constructed
- ix. Ceiling system was recently upgraded. Modifications may be required depending on results of shelving analysis.
- x. Repair Exterior windows in Main Library building and Children's Library addition
- xi. Provide a comprehensive signage plan for the Main Library in keeping with the historic nature of the building
- xii. ADA compliance/Accessible path of travel
- b. Main Floor
 - i. Refinish wood/metal elements
 - ii. South side back of house
 1. Combine information and circulation desks
 - a. To match the original design and historic nature of the building, move circulation to the north entrance
 - b. Two large half circle desks flanking each side of the door in front of the windows
 - c. Staff Area where south entrance is currently - Bookmobile and circulation work/ loading area
 - iii. Reimagining of Children's Library
 1. Focus on early childhood learning
 2. Flexible/programmable space
 3. Tutoring/interactive
 4. Can be expanded into main library area as needed
 5. Feature interactive experiences:
 - a. Wall interactives,
 - b. Climbing areas
 - c. Other children's museum style spaces
 - iv. East entrance
 1. Widen hallway
 2. Create teen space along the east side of building
 - v. Reactivate the fireplace area
 1. Non-functional fireplace (not wood or gas burning)
- c. Second Floor
 - i. Refinish wood/metal elements
 - ii. Create additional public spaces
 1. Remove majority of admin space on second floor
 - a. 4 admin staff will remain
 - b. Relocate the Santa Ana History Room and create a small gallery
 2. Small meeting room as space permits
 3. Create Bookstore:
 - a. Explore enclosing the hallway behind the second floor shelving and other rooms staff rooms along the south side of the building to create a new bookstore
 - iii. Meeting rooms/tech lab – add glass toward main library
 - iv. Dumbwaiter – ideas to reactivate or other use
 - v. Relocate majority of staff to the basement
- d. Basement
 - i. Staff spaces to replace teen center and storage areas
 - ii. Possible drop ceiling
 - iii. 26 full-time staff (cubicles)

- iv. 72 part-time staff (share 10 – 15 spaces)
- e. Building Mechanicals and Critical Maintenance/
 - i. Bring stairwells and emergency exits up to code if required. Explore opportunities for LEED certification and/or green building materials.
 - ii. Include potentially life-saving improvements or replacement of original fire detection and sprinkler systems, plumbing, seismic retrofit, antiquated HVAC system, and all electrical and plumbing systems from the late 1950's.

Scope of Work

Architectural and engineering services shall consist of, but not be limited to the following: review of the Main Library building program, prepare schematic design, construction plans and specifications, submit design documents to the City of Santa Ana staff for review and submit final design documents to the City of Santa Ana Building & Safety Division for plan check. These services also include responding to all plan check corrections until final approval has been given by Building & Safety. Finally, construction administration services during bid and construction phases would also need to be provided.

Consultant Responsibilities

The Consultant's responsibilities shall include the following project tasks:

Consultant is responsible for providing all design and engineering as required for all components within the project scope of work. This includes but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, parking and site improvements design, street improvement design (new driveway/access points), structural design, interior design including bookshelf layout plans, furniture selection, electrical engineering, mechanical and plumbing engineering, etc.

Consultant will also be responsible for facilitating up to three (3) meetings with City Staff to obtain input and finalize concept plan. Additionally, up to three (3) meetings to coordinate for or present to the Historic Resources Commission (HRC).

Consultant shall provide review sets in .pdf format.

Final plans shall be provided in AutoCAD or Microstation format, and .pdf format.

Task 1: Pre-Design

Preliminary design shall include Kick-off meeting with City Staff (representatives from Public Works Agency and Santa Ana Library) to discuss scope of work, project goals and objectives, potential elements and issues, schedule, review of existing information and site investigation.

- Deliverables shall include a Work Task Plan, Schedule, Geotechnical Report and Site Survey. Work Plan should include key milestones and highlight tasks associated with historical registry requirements.

Task 2: Concept Design

Concept design shall include up to three (3) meetings with City Staff to brainstorm and review potential layouts. Additionally, outreach shall be conducted in up to three (3) public meetings to provide the community an opportunity to review the concept designs and provide input. Please provide creative methods used to engage the community on needs and priorities while keeping the project on schedule. i.e. workshops, online polls.

- Deliverables shall include up to three (3) schematic concept designs, with a minimum of six (6) perspective drawings/renderings for each the following: exterior from Civic Center Dr., main level

book stacks, kid's area, teen space, Santa Ana History Room and east entrance from exterior for fundraising and use in presentations to potential library donors, would also be required.

- Final Concept shall be approved by City Staff

Task 3: Design Development (50% plans)

Design development will involve the schematic development of plans based on the approved conceptual design plan, which shall include but is not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing,, architectural design, landscape architectural design, structural design, interior design, furniture selection, electrical engineering, mechanical and plumbing engineering, draft technical specifications and “opinion of estimated cost”.

- Deliverables shall include a 50% set of plans, including site section studies, draft specification, “Opinion of Probable Cost”.

Task 4: Construction Documents (90% and 100% plans)

Construction Documents (CDs) shall include finalizing approved deliverables from the Design Development phase. This includes the provision of detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor.

- Deliverables shall include 90% and 100% plans, structural calculations, CASP report, final technical specifications, finalized “Opinion of Probable Cost”. 100% plans will go through a constructability review that could lead to comments and recommendations that should also be addressed and completed as part of this deliverable.

Plans: Plans shall include, but are not limited to the following:

- Title Sheet
- Civil Engineering
 - Site Erosion Plan
 - Parking lot along Ross Street with Access Control (parking meters, gate, bollards, etc.)
 - Horizontal and Vertical Control Plan
 - Grading And On-Site Drainage Plan
 - Site Utility Plan
- Landscape Architectural
 - Site Layout/Construction Plans And Details (including plumbing)
 - Site Sections, as applicable
 - Planting Plans/Details/Notes
 - Irrigation Plans/Details/Calculations/Notes
- Architectural
 - Demolition Plans (Basement, 1st, & 2nd Floors)
 - Construction Plans (Basement, 1st, & 2nd Floors)
 - Reflected Ceiling Plans (Basement, 1st, & 2nd Floors)
 - Furniture Plans (Basement, 1st, & 2nd Floors)
 - Exterior Elevations
 - Interior Elevations
 - Mechanical and Plumbing Plans/T-24
 - Electrical Plans, as applicable
 - Architectural Details
 - Structural Calculations
 - Door/Window/Finish Schedules, as applicable

- ADA Path of Travel design and/or signage Plan
- Structural Engineering
 - Structural Design and Detailing
- Mechanical Engineering & Plumbing
- Electrical Engineering
 - Electrical Site Plan to include walkway/parking lot lighting, irrigation.
 - Photometrics.
 - Location of panels, switchgear, meters
 - Schedules
 - Details
 - Notes, specifications

Plan Check & Permits:

Construction drawings shall be in accordance with the 2019 California Building Code and will require review/approval by the City Planning and Building Agency. Additionally, this would be subject to review by the Historic Resources Commission.

Historic Resources Commission (HRC)

Pursuant to our Historic Ordinance, major exterior modifications to a historic structure requires the approval of the HRC through a duly noticed public hearing and issuance of a Certificate of Appropriateness. Therefore, the property owner would need to apply for a Historic Exterior Modification Application (HEMA). The cost for this application is \$2,348.83.

Prior to presenting the application to the HRC city staff will ensure that any proposed exterior modifications are consistent with the Secretary of Interior's Standards for rehabilitation and consistent with our Historic Ordinance. Staff recommends the proposal identify a historic consultant to provide a compliance statement ensuring consistency with the standards. This compliance statement would help streamline the review process and help with staff recommendation for approval.

The timeframe for the HEMA will also vary as we only have four regularly scheduled HRC meetings throughout the year (January, April, July, and October). It will be important to coordinate this effort proactively with the Planning department staff to determine the submittal deadline for the next available HRC meeting.

As a condition of plan check approval, plans, specifications and structural calculations must be signed by a California licensed architect / landscape architect /civil engineer/structural engineer as appropriate. Additionally, the architect will be encouraged to identify their historic consultant to address questions and concerns related to the historical preservation of the building. Plans shall be organized so that they can be segregated cleanly for distribution to the various plan checking entities.

Construction drawings shall be submitted at 90% completion for review by Public Works CIP Engineering and Santa Ana Zoo staff and revised per their comments. The 100% complete construction drawing package will then be submitted for final City review to the following City Agencies:

- Library Services Agency
- Planning and Building Agency
- Historic Resources Commission
- Public Works Agency CIP Engineering Division

The Public Works Agency Project Manager will coordinate the submittal and review process. Once complete, the consultant will revise the Contract Documents

Technical Specifications

Technical specifications for all components listed above shall be provided by Consultant, or their Sub-consultants, to the City in CSI (Construction Specifications Institute) format. Consultant shall coordinate language between the general and technical specifications to ensure conflicts are minimized. City Staff will combine these specifications with the City Boiler Plate which together, will become the Project Manual.

Final Opinion of Probable Cost

Consultant shall provide updated opinion of probable construction cost which shall reflect finalized plans, materials, systems, details of construction, and known or anticipated changes in the bidding market relative to the project. Should project scope exceed available budget, project plans/specifications will be phased as appropriate.

Task 5: Bid Advertisement, Construction Administration, Record Drawings:

Bid Advertisement

Consultant shall provide support to the City during the Bidding phase by assisting with questions, requests for information/clarification, or conflicts arising out of the bidding process. Consultant shall also attend pre-bid meeting, if scheduled.

Construction Administration

Consultant shall provide support to the City during the Construction Administration phase by assisting with questions, requests for information/clarification, and/or reviewing submittals.

Record Drawings / As-built Plans:

Upon construction completion, consultant shall incorporate as-built information, as provided by the General Contractor, into the drawing files to provide record drawings for City archives.

Fee Proposal:

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured to correspond to the above mentioned tasks as follows:

Task 1:	Pre-Design
Task 2:	Concept Design
Task 3:	Design Development
Task 4:	Construction Documents
Task 5:	Bid Advertisement, Construction Administration, Record Drawings

Total Fee: _____

Fee schedule for each task should include an hourly breakdown that corresponds to the task total.

City Responsibilities

The City will be responsible for the following items:

- Provision of available plans and existing documentation on file.
- Provision of electronic design file with City title block and title sheet (24" x 36")
- Provision of standard City boilerplate specifications.
- Acting as liaison with the appropriate decision making bodies, as necessary.

EXHIBIT - B

- Coordination and processing of plans and documents with governmental agencies having jurisdiction over the project.

**Appendix
ATTACHMENT 2
STANDARD AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between _____ (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

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

Library renovation for the Santa Ana Library.

- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- 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

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended under this Agreement shall not exceed \$_____ during the term of this Agreement, including any extension periods exercised under Section 3.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of

proper invoice evidencing work performed, subject to City 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 City.

3. TERM

This Agreement shall commence on the date first written above for a _____ with the option for the City to grant up to a _____ renewals, exercisable by a writing by the City Manager and the City Attorney, 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 City, 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 City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City 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

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all

Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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 City, 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 \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, 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 City; 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 \$1,000,000 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 City upon execution of this Agreement and shall be approved by the City.
 - 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 City.

- 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 City 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 City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City'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 City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, 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 City 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 City 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 City 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 City 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 City.

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 City 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 City 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 City. 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 City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City 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 Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City 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 City of Santa Ana and all other governmental agencies. Consultant shall notify the City 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 City fully, including reasonable costs and attorney's fees, for any injuries or damages to City 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 City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702

EXHIBIT - B

To Consultant:

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

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 or City holidays shall be excluded.

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: _____
John Funk
Sr. Assistant City Attorney

(name)
(title)

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT - B

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates if applicable

EXHIBIT - B

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

EXHIBIT - B

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

EXHIBIT - B

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

EXHIBIT - B

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

EXHIBIT - B

**Appendix
ATTACHMENT 4
AS-BUILT PLANS**

Please see attached below.

MAYOR
Vicente Sarmiento
MAYOR PRO TEM
David Penaloza
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
Jessie Lopez
Nelida Mendoza
Thai Viet Phan



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

PUBLIC WORKS AGENCY

20 Civic Center Plaza, M-36 • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

October 22, 2021

ADDENDUM No. ONE

SUBJECT: RFP NO. 21-118: SANTA ANA LIBRARY RENOVATION

The following changes/clarifications have been made to the submittal requirements of the subject RFP:

NOTICE INVITING PROPOSALS

Page ii; 2nd Paragraph

Modify Items:

1. PROPOSAL DUE DATE: EXTENTION OF TIME

Responses to this Request for Proposals (RFP) must be submitted electronically to the PlanetBids system no later than November 16, 2021 at 2:00 PM. The Online Q&A timeframe in PlanetBids system was extended accordingly.

APPENDIX; ATTACHMENTS A1-4

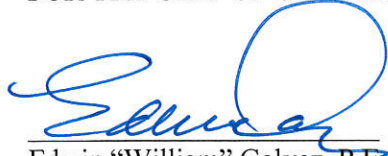
2. SCOPE OF WORK UPDATED – LEED Certification

There is desire for at least LEED Certified level of certification, but it will be dictated by scope and budget. The RFP document has been updated and re-uploaded to Planetbids to reflect these updates.

This addendum includes one page.

ALL OTHER ITEMS REMAIN

FOR THE CITY OF SANTA ANA


Edwin "William" Galvez, P.E.
City Engineer

SANTA ANA CITY COUNCIL

Vicente Sarmiento
Mayor
vsarmiento@santa-ana.org

David Penaloza
Mayor Pro Tem, Ward 2
dpenaloza@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Jessie Lopez
Ward 3
jessielopez@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

Nelida Mendoza
Ward 6
nmendoza@santa-ana.org



Santa Ana Library Renovation

Proposal | 16 November 2021





G R O U P 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA
T: 650.871.0709





TAB 1 — STATEMENT OF QUALIFICATIONS





GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA

T: 650-871-0709

F: 650-871-7911

www.g4arch.com

JONATHAN HARTMAN
ARCHITECT

DAWN E. MERKES
ARCHITECT

DAVID SCHNEE
ARCHITECT

ANDREA GIFFORD
ARCHITECT

CAROLYN CARLBERG
ARCHITECT

GARY CHING
ARCHITECT

HARDING DOWELL
ARCHITECT

JILL EYRES
ARCHITECT

DANIEL LAROSSA
ARCHITECT

WILLIAM LIM
ARCHITECT

TERESA ROM
ARCHITECT

15 November 2021

Jason Gabriel, Principal Civil Engineer
CITY OF SANTA ANA
20 Civic Center Plaza, M-36
Santa Ana CA 92701

Re: SANTA ANA LIBRARY RENOVATION

Dear Mr. Gabriel and Members of Evaluation Committee:

Group 4 Architecture, Research + Planning, Inc. is pleased to submit this proposal for architectural, engineering, and interior design services for the renovation of Santa Ana's historic Main Library. This project represents a significant opportunity to upgrade this cherished building for 21st century library service while restoring its original character and strengthening its links to Santa Ana's community history.

The Group 4 team brings decades of design experience with forward-looking, beautiful, and sustainable community projects – including modern libraries in historic mid-century structures. Recent examples include our award-winning restoration and sensitive expansion of Palo Alto's historic Main Library; our revitalization of the Georgina Cole Library in Carlsbad; and our expansion of Dayton's original Main Library into a 21st century destination for culture, creativity, and community. In each case, our designs preserve and celebrate the character of the original buildings while providing vibrant, flexible, and technology-rich spaces for 21st century library programming.

Our proposed Group 4 key personnel collaborated on each of these and other relevant projects such as the multiple award-winning Yorba Linda Library and Cultural Arts Center. Principal-in-charge **David Schnee** has led the design of dozens of library design projects nationwide, and will ensure that City, Library, and community goals are realized. **Andrea Gifford** will bring her deep understanding of libraries and great sense of style to the conceptual design and interior transformations. Orange County native **Jonathan Hartman** will oversee the technical integration of modernized infrastructure and proven sustainable design strategies with sensitive restoration of the building's character-defining features.

We are also pleased to propose a talented and experienced team of engineers and specialty consultants for the Santa Ana Library renovation project. Consulting preservation architects **Page & Turnbull** bring unparalleled experience with historic structures, including the Old Orange County Courthouse in Santa Ana and the transformation of Riverside's original mid-century Main Library into a new museum.

Luci Creative utilizes an amazing experiential design approach that will bring to SAPL next generation children's library spaces. Their custom installations for Group 4's Spokane Central Library and branches celebrate local cultures and landmarks with constructive, imaginative, and large motor play.



Jason Gabriel, Principal Civil Engineer

Page 2

KPFF (structural and civil), **TBD Consultants** (cost), and **Smith, Fause & McDonald** (acoustics, AV, and security) all were core members of the Yorba Linda Library design team.

Our team brings great value to the Santa Ana Main Library renovation project.

LIBRARY INNOVATON: The Group 4 team brings unparalleled design experience with dozens of library projects throughout California and across the nation, including historically significant libraries both large and small. Our award-winning portfolios encompass renovations, expansions, and interior makeovers as well as new construction.

PRESERVATION EXCELLENCE: We see the mid-century architectural legacy as a unique and treasured resource that reinforces a unique sense of place and pride. We can make this an asset that enhances the library customer experience for longtime Santa Ana residents and newcomers alike.

PARTNERSHIP FOR SUCCESS: Group 4 is renowned for its ability to collaborate with City staff, commissions, and city councils to achieve and deliver projects of the greatest value. We have helped our clients obtain more than \$2 billion in new library funding through support of capital campaigns, ballot measures and grants. We will work with Santa Ana to apply for significant grants from the California Building Forward library grant program to further enhance the project.

We recognize this is a very important project for the City of Santa Ana, the Santa Ana Public Library, and the Santa Ana community – and the Group 4 team is prepared to make an extraordinary commitment to its success. We look forward to the opportunity to review our qualifications, proposal, and interest in this project with you.

Sincerely,

GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

David Schnee, Principal
415-845-0916
dschnee@g4arch.com

Jonathan Hartman, Principal
650-766-6248
jhartman@g4arch.com

Andrea Gifford, Principal
650-871-0709
agifford@g4arch.com

All signers above are authorized to bind Group 4. David Schnee is the 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. We have reviewed the City's sample Agreement and would appreciate the opportunity to discuss some minor modifications with the City. We acknowledge receipt of Addendum 1 dated October 22, 2021.



GROUP 4 ARCHITECTURE RESEARCH + PLANNING

Group 4 is a full-service architecture firm dedicated to creating vibrant public places that cultivate dynamic communities. Since 1974, our inspired and talented staff has provided quality services to public clients and the cities, counties, and districts they serve. Our distinctly inclusive design process engages staff, stakeholder, and citizens in shaping the future of their communities.

Exceeding our clients' expectations for facilities that reflect and celebrate their vision of community is a key reason behind our project success. We are proud of the long-term relationships we build with our clients through excellence in design and planning.

Our staff includes licensed architects, planners, interior designers, and technical and construction support specialists. Based in South San Francisco CA, Group 4 has satellite offices in Lexington KY, Philadelphia PA, and Seattle WA. We are active in professional organizations such as the Urban Libraries Council, the California Library Association, ALA, PLA, NEXT Library, the American Institute of Architects, and the Environmental Design Research Association.

Group 4 Architecture, Research + Planning, Inc.

David Schnee, Principal

211 Linden Avenue, South San Francisco, CA 94080

(415) 845-0916 | dschnee@g4arch.com



Group 4's headquarters is in the old Royal Theatre building, built a century ago in thriving downtown South San Francisco. Our office is less than 10 minutes from San Francisco International Airport and it is a short flight to Santa Ana.

EXHIBIT C - PROPOSAL



LEADERSHIP IN PUBLIC LIBRARY DESIGN

Group 4 is a leader in the planning and design of public libraries, with experience on hundreds of libraries nationwide. Libraries are community destinations for learning, collaboration, and civic engagement, with ample space for people and programs as well as resources and technology. We have designed small branches, large main libraries, and all sizes in between. In addition to new construction, our library design portfolio includes historic building expansions and adaptive reuse projects—all of which became modern, flexible, and sustainable libraries that will serve their communities well into the future.

As buildings that will serve their communities for decades, modern libraries are designed to be highly flexible and adaptable for changing needs and services over time. Group 4 employs strategies such as raised flooring for conditioned air distribution and reconfigurable power, furniture with casters, and collaboratively developed space adjacency studies to ensure that facilities remain flexible enough to serve their communities for decades to come. These kinds of strategies also helped our clients stay agile and resilient during COVID; for example, furniture could be easily moved and rearranged for safe social distancing.





We work with our clients to design highly functional and operationally efficient libraries that streamline workflow, integrate public- and staff-side technology, and empower customers to manage their own library experience through self-service and clear wayfinding. We also promote the ability to operate libraries in multiple modes that extend hours of service and better serve community needs.

Many of Group 4's library designs have received honors from professional organizations and the design community, as well as enthusiastic praise from library staff and community members.





WORK WITH HISTORICALLY SIGNIFICANT BUILDINGS

The new north wing of the Milpitas Library (above) created a new entry plaza and barrier-free access into the library. This enabled the formal steps of the historic grammar school building to remain in their original state rather than be modified with ramps.

Renovation and expansion of important historic buildings is a significant part of Group 4's practice. We have worked creatively and sensitively on dozens of historically significant structures. We bring a creative approach to renovating cherished community buildings based on extensive successful experience. Examples include:

- For Palo Alto's original Main Library, we paired the historic Edward Durell Stone structure with a contemporary new wing. Design details in the award-winning new building, such as a dynamic sunshade at the community room, were inspired by the distinctive elements of the original building.
- Our remodeling and expansion of the 1930 Burlingame Library is recognized as the centerpiece of the community and was featured on the cover of *American Libraries* as "the jewel of Burlingame."
- Our new Milpitas Public Library incorporates a 1916 school building for use as learning and community spaces, creating a focal point of learning and culture for the North Main Street neighborhood. The new north wing created a new plaza and seamlessly accessible entry into the library, and also enabled the formal steps of the grammar school building to remain rather than be modified with ramps.
- We designed the transformation of a historic mid-century manufacturing warehouse into the LEED-NC Platinum Environmental Innovation Center — a showcase for the City of San Jose's Green Vision. The project features retail and R&D tenant spaces, co-working offices and conference space for City and partner use, and Santa Clara County's newest household hazardous waste collection facility.

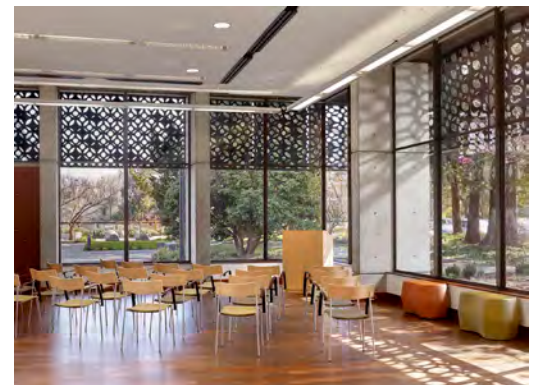


COMMITMENT TO SUSTAINABLE DESIGN

Sustainable design for Group 4 is a holistic concept: we believe that successful green architecture not only minimizes harmful ecological impacts, but also serves the client for decades to come by uniting functional, aesthetic, and operational project requirements. Our Group 4 team members are leaders in environmentally responsible and sustainable design. Our design portfolio includes zero-net-energy (ZNE) projects as well as LEED-certified projects at all levels.

We work with our clients to choose the optimal level of sustainable design and LEED certification. We use goal-setting exercises and apply life cycle cost methodologies to determine the best strategies that fit within a balance of first time capital budget and long-term operating budget.

Our award-winning expansion of the historic Main Library in Palo Alto achieved LEED-NC Silver certification as well as local and state recognition for excellence in historic design and preservation. Our LEED-NC Platinum Mitchell Park Library and Community Center was named a New Landmark Library by the Library Journal in recognition of its comprehensive sustainable design, including its innovative partnership model for programs and operations.



Rinconada Library, Palo Alto
 LEED-NC Silver; AIA San Mateo Honor Award;
 California Preservation Fdn. Preservation Award;
 PAST Institutional Restoration & Remodel Award;
 APWA Silicon Valley Project of the Year;
 ASHRAE Golden Gate Chapter First Place Award;

CITY OF SANTA ANA

SANTA ANA
PUBLIC
LIBRARY

GROUP 4

David Schnee
Principal-in-Charge

Andrea Gifford
Principal Designer; Principal PM

Jonathan Hartman
Principal Architect

SUBCONSULTANTS

PAGE & TURNBULL
Historic

LUCI CREATIVE
Children's Thematics

TERRAIN INTEGRATION
Landscape Design

TBD CONSULTANTS
Cost Consulting

KPFF CONSULTING ENGINEERS
*Structural
Civil*

MEP CALIFORNIA
MEP/Fire

NINYO & MOORE
Geotech

SMITH, FAUSE & McDONALD
Acoustics, AV, Security

INTRODUCTION TO THE TEAM

Our proposed key personnel for the renovation of the Santa Ana Main Library include Group 4 leadership and senior staff who bring extensive experience in library design, working with historically significant structures, and delivering well-managed projects for public clients.

- **David Schnee** AIA LEED AP will oversee the design team as principal-in charge. David is an award-winning public library architect whose vision, creativity, and commitment to modern, beautiful, and sustainable public buildings will guide the revitalization of Altadena's libraries. David will commit approximately 35% of his time to this project.
- **Andrea Gifford** RA LEED will be the principal project manager and library design lead, including programming, interiors, and FFE. Andrea has developed designs for many award-winning, historically significant libraries and other cherished community buildings. Andrea will commit approximately 30% of her time to this project.
- **Jonathan Hartman** RA LEED will lead the technical design and improvements to the site and building. Jonathan brings deep experience incorporating modern systems and sustainable design strategies into historic structures. Jonathan will commit approximately 25% of his time to this project.

Resumes for proposed Group 4 key architectural personnel appear on the following pages, along with resumes and information about our proposed consultant team members, who are listed in the organization chart at left.

DAVID SCHNEE AIA LEED**PRINCIPAL-IN-CHARGE / DESIGN DIRECTOR**

David Schnee has led the design of innovative, forward-thinking, and beautiful libraries across the country, from small branches to large, complex main libraries. He led the design of the expansion of the Dayton Main Library, which transformed a mid-century modern building into a community-wide destination for 21st century library service. He also was the principal-in-charge for the award-winning new Yorba Linda Library and Cultural Arts Center.

EDUCATION AND REGISTRATION

Master of Architecture, University of California, Berkeley
 Master of City Planning, University of California, Berkeley
 Bachelor of Architecture, Cornell University
 Registered Architect, State of California, C27893
 LEED Accredited Professional BD+C

REPRESENTATIVE PROJECTS*Yorba Linda Library and Cultural Arts Center*

- Principal-in-Charge and Design Director for new library and community recreation center campus.

Dayton Main Library Expansion

- Library Design Lead for multiple projects in its citywide capital program, including the award-winning Main Library expansion (with LWC Inc.).

Spokane Public Library

- Principal-in-Charge and Library Design Lead for design of four libraries, including revitalization of the downtown Central Library and expansion of the Shadle Branch (with Integrus Architecture).

Milpitas Library

- Design Principal for award-winning expansion of historic 1916 grammar school building into 60,000 SF public library branch.

Oakland 81st Avenue Branch Library

- Principal-in-Charge and Design Director for LEED-NC Gold joint-use 21,000 SF library with co-located elementary schools.

Olathe Public Library Indian Creek Branch

- Library Design Lead for adaptive reuse of retail building into award-winning 45,000 SF branch library (with Gould Evans).

San Lorenzo Library

- Principal-in-Charge and Design Director for expansion and modernization of a 40-year-old library to a 19,500 SF library.

Walnut Creek Library

- Design Director for new LEED-NC Gold 42,000 SF downtown library with multi-use and flexible spaces.



David Schnee — 23 years with Group 4



Dayton Main Library
AIA Dayton Honor Award



Shadle Library Expansion
with Luci Creative



Jonathan Hartman — 18 years with Group 4



Rinconada Library Expansion, Palo Alto
California Preservation Foundation Award
PAST Institutional Restoration Award
AIA San Mateo County Honor Award
APWA Silicon Valley Project of the Year
ASHRAE Golden Gate First Place Award



Yorba Linda Library + Cultural Arts Center
ENR Best Project Award
ASCE Orange County Outstanding Project
APWA Southern California BEST Award

EXHIBIT C - PROPOSAL

JONATHAN HARTMAN RA LEED

PRINCIPAL ARCHITECT

Jonathan Hartman leads Group 4's technical design and construction administration team, helping clients and designers evaluate and incorporate innovative and proven sustainable design elements on complex public projects such as the multiple award-winning Yorba Linda Library and Cultural Arts Center; LEED Platinum Mitchell Park Library and Community Center in Palo Alto; and LEED Platinum Environmental Innovation Center in San Jose. His projects are characterized by excellent budget and schedule performance, and he builds effective and collaborative partnerships with consultant and construction teams.

EDUCATION AND REGISTRATION

Master of Architecture, University of California, Berkeley
Bachelor of Architecture, Cal Poly Pomona
Registered Architect, State of California, C30361
LEED Accredited Professional BD+C

REPRESENTATIVE PROJECTS

Palo Alto City Library Rinconada Library

- Principal architect for the 26,000 SF renovation + 4,000 SF expansion of a historic midcentury library by Edward Durell Stone.

Palo Alto Mitchell Park Library and Community Center

- Principal architect for new LEED-NC Platinum 56,000 SF joint-use facility replacing small, separate library and community center facilities.

Yorba Linda Library and Cultural Arts Center

- Principal architect for new library and community recreation center campus.

San Jose Environmental Innovation Center

- Senior architect for transformation of historically significant warehouse into new LEED-NC Platinum research, development, and demonstration facility for energy conservation and sustainable design.

Carlsbad Cole and Dove Library Renovations

- Principal architect for renovation of City's main library and a mid-century modern branch.

Anaheim Euclid and Sunkist Branch Renovations

- Principal architect for renovation of two branch libraries.

Burlingame Recreation Center

- Principal architect for new NZE community recreation center in Washington Park.

West Sacramento Community Center

- Senior architect for new LEED-NC Gold community center.

ANDREA GIFFORD RA LEED**PRINCIPAL / DIRECTOR OF INTERIORS**

Andrea Gifford is instrumental in the transformation of projects from architectural vision to articulated buildings aligned with client and community goals. Andrea has a keen understanding of functional building use, fluid user circulation, and simple aesthetic design solutions. She has developed unique and elegant designs for many award-winning projects. The Library Journal has featured Andrea's work on numerous occasions, including a new branch of the Chula Vista Public Library in a "Best of the Past and Present" libraries feature and the Mitchell Park Library & Community Center which was named a "New Landmark Library."

EDUCATION AND REGISTRATION

Bachelor of Science, Architectural Studies, University of Illinois, Urbana-Champaign

Registered Architect, State of California, C32830

LEED Accredited Professional ID+C

REPRESENTATIVE PROJECTS

Yorba Linda Library and Cultural Arts Center

- Interior designer for new library and community recreation center campus.

Palo Alto Rinconada Library

- Interior design for the 26,000 SF renovation + 4,000 SF expansion of a historic midcentury library by Edward Durell Stone.

Palo Alto Mitchell Park Library and Community Center

- Interior designer for award-winning new 56,000 SF joint-use library and community center.

Milpitas Library

- Interior designer for award-winning expansion of historic 1916 grammar school building into 60,000 SF public library branch.

Olathe Public Library Indian Creek Branch

- Programming and interior design for award-winning 45,000 SF branch library (with Gould Evans).

Dayton Main Library

- Programming and interior design for expansion of Main Library and four other Phase 1 projects in DML's capital program.

San Lorenzo Library

- Interior design for modernization and expansion of a 1960s library to 9,500 SF.

Yuba County Library Renovation

- Designer for modernization of a 45-year-old library including accessibility, life cycle maintenance, and library service model upgrades.



Andrea Gifford — 21 years with Group 4



Indian Creek Library, Olathe KS
AIA Central States Honor Award
AIA San Mateo County Honor Award



San Pablo Library
APWA N. California Public Works Project of the Year

FIRM PROFILE

Page & Turnbull is interested in the intersection between the built environment we have inherited and the way we live now. Our mission is to imagine change within historic environments through design, research, and technology.

Page & Turnbull was one of the first architecture firms in California to dedicate our practice to historic preservation and we are among the longest-practicing such firms in the country. We approach projects with imagination and flexibility and are committed to the conservation of significant resources—where these resources can be made to function for present and future needs. Our services are oriented to our clients’ needs and budget. All our professional staff meet or exceed the *Secretary of the Interior’s Historic Preservation Professional Qualification Standards*.

ARCHITECTURAL DESIGN SERVICES We emphasize the re-use of existing buildings and the thoughtful application of new design. Solutions for new construction respect existing architectural values and the context of neighboring structures. When analyzing buildings we are skilled in the assessment and treatment of the most significant architectural and historical spaces and elements. We welcome the challenge of solving problems of repair, seismic strengthening, and integrating new systems.

PLANNING & RESEARCH Everything we do begins with a deep understanding of historic and cultural resources. The Cultural Resources Studio completes evaluations for historic significance, Historic Structure Reports, National and California Register nominations, Section 106 and California Environmental Quality Act (CEQA) clearance, Historic American Buildings Surveys, Historic Building Preservation and Maintenance Plans and a variety of surveys, studies and planning reports. Many of these are for repeat clients such as the National Park Service, California Department of Parks & Recreation and the University of California.

PRESERVATION TECHNOLOGY The work of this studio ranges from condition surveys to materials analysis, sequential dating, and adding to the historical record by uncovering the buried work of early craftspeople.

PRESERVATION TECHNOLOGY The work of this studio ranges from condition surveys to materials analysis, sequential dating, and adding to the historical record by uncovering the buried work of early craftspeople.

AT-A-GLANCE

LEGAL NAME OF FIRM

Page & Turnbull, Inc.

OFFICES

Los Angeles, Sacramento, San Francisco

HEADQUARTERS

170 Maiden Lane, 5th Floor
San Francisco, CA 94108
415.362.5154

SIZE

47 full-time employees

ESTABLISHED / INCORPORATED

1973 / 1975

PRIMARY EXPERTISE

Architectural Design, Historic Preservation, Historic Architecture, Planning & Research, Preservation Technology, Materials Conservation, Urban Planning

CERTIFICATIONS

State of California Small Business
Small Business Enterprise (LA and LA Harbor)
Other Business Enterprise (LA)

WEBSITE

www.page-turnbull.com

JOHN LESAK, AIA, FAPT, LEED AP

Historic Architect

**EDUCATION**

Verona, Italy, Coursework in the conservation of stone and marble, 2002

University of Illinois, Urbana-Champaign, Master of Architecture (Structures Option), 1993

University of Illinois, Urbana-Champaign, Bachelor of Science, Architecture, 1990

Versailles, France Study Program, 1989-1990

LICENSES

California Architect: C26607

AFFILIATIONS

City of South Pasadena Planning Commission, 2017 to Present (Vice-Chair 2020)

City of South Pasadena Cultural Heritage Commission 2005-2014, 2017 (Chair 2009, 2010, 2014)

AIA | LA Historic Resource Committee, Chair (2016-2017)

APT West Coast Chapter, Past President (2003-2009)

APT College of Fellows

Preservation Action, CA Board Representative, 2018 - present.

Los Angeles Mayor Villaraigosa's Design Advisory Panel, 2010-2013

AWARDS

Old Orange County Courthouse - Facade Rehabilitation, Santa Ana, CA. 2021 Preservation Design Award from the California Preservation Foundation

John D. Lesak, AIA, LEED AP, FAPT, is a Principal with Page & Turnbull and manager of the Los Angeles area office. With an interdisciplinary education in architecture, engineering, and materials science, John has specialized in the preservation, rehabilitation, repair, and reuse of historic structures since 1993. John meets the Secretary of the Interior's Professional Qualification Standards for Architecture and Historic Architecture.

He served as a historic architect on a number of award-winning preservation projects – including the exterior rehabilitations of the Old Orange County Courthouse, Wisconsin State Capital, Los Angeles City Hall, the relocation of the Cape Hatteras Lighthouse, and the restoration of the spire at the Frank Lloyd Wright-designed Marin County Civic Center. John also teaches a course on sustainable historic preservation within the USC School of Architecture's Masters of Heritage Conservation program.

Select Project Experience

- Powell Library, UCLA, Los Angeles, CA
 - Improvements Study | Historic Preservation Consultant
 - Restroom Rehabilitation | Historic Architect
- Presidio Branch Library – Rehabilitation and Repair of Carnegie Library, San Francisco, CA | Consulting Principal/Historic Architect
- Chinatown Branch Library – Exterior Rehabilitation and Repair During Construction, San Francisco, CA | Consulting Principal/Historic Architect
- Cheech Marin Center for Chicano Arts & Culture - Adaptive Reuse of the Riverside Main Library, Riverside, CA | Executive Architect & Historic Architect
- Old Orange County Courthouse - Facade Rehabilitation, Santa Ana, CA | Architect & Historic Architect
- Greek Theater in Griffith Park – Rehabilitation & Historic Structures Report, Los Angeles, CA | Historic Architect
- Charlotte & Robert Disney House - Rehabilitation & Reconstruction, Los Angeles, CA | Architect & Historic Architect
- The Magic Castle – Facilities Improvement Master Plan & Exterior Rehabilitation, Hollywood, CA | Architect & Historic Architect
- Crest Theater / UCLA's Nimoy Theatre - Rehabilitation & Adaptive Reuse, Westwood, CA | Historic Preservation Consultant
- Antelope Valley Indian Museum – Rehabilitation & Systems Upgrades, Lancaster, CA | Architect & Historic Architect
- Former U.S. Federal Courthouse – multiple projects, 312 North Spring Street, Los Angeles, CA | Historic Architect
- Los Angeles City Hall – Terra Cotta Cladding Repair & Restoration, Los Angeles, CA | Materials Conservation Consultant (with prior firm)
- Carson Block Building – Rehabilitation & Façade Restoration, Eureka, CA | Architect & Historic Architect



Luci Creative is a full-service design studio empowering the world's leading cultural and civic institutions to realize their goals **through immersive experiences and exhibits.**

We are driven by our key values of **collaboration**, **advocacy**, and **spark** to support our clients, tell their stories, and attract and engage their visitors.

Founded in 2011, and with over sixty completed projects, Luci Creative has built a reputation among clients, and in the industry, as a valued "thought partner." We have developed a roadmap to success for our clients, which includes interpretive planning, discovery, design, media and interactive production, budget analysis and forecasting, and fabrication management. Your idea, your story, your passion and legacy — Luci Creative's curious and driven historians, strategists, and designers know **how to make it real.**

Our diverse team of more than 30 graphic designers, exhibit developers, museum experts, strategists, architects and project managers enable us to provide our clients with a deeply experienced and unique perspective on every project. From master planning to complete design, and through fabrication and installation oversight, our team brings solid know-how and leadership at every step along the way.

Many of our team members have worked as designers and managers at large, top-tier museums, and they are familiar with the needs and challenges of complex cultural attractions. Their input on visitor behaviors, operational considerations, and budget constraints brings a valuable eye to our team and design process.

As part of our design and master planning efforts, we carefully consider motivations, goals, and outcomes, and synthesize these elements to create tailored solutions that elevate the visitor experience. We create exhibitions that evolve to meet the changing needs of both our clients and their visitors.

KEY PERSONNEL



AJ GOEHLE

Luci Creative | CEO & Partner

As CEO, AJ leads the company's efforts working with clients to conceptualize, design and produce highly ambitious projects. Her project work includes managing the content and design team while focusing on client engagement and alignment with key project stakeholders. AJ is responsible for oversight of the creative strategy, content development, visitor experience planning, design, and development for all projects, while also ensuring the integration of all graphic elements.

She works with clients and the design team to facilitate, develop, and maintain the experience aesthetic for projects; and to ensure that the stories are communicated and dimensionalized with direction and impact.

AJ is an active member of AAM, ASTC, AIGA, SEG, and the Women Presidents' Organization, serves as co-chair of AAM's Traveling Exhibitions Network, and is an Eastern Board Member for the Themed Entertainment Association.

She has worked with a diverse group of clients including the Chicago Children's Museum, Robert R. McCormick Foundation, DuPage Children's Museum, Museum of Science and Industry, Spokane Public Library, First Church of Christ - Scientist, John Deere, Exelon, MacArthur Foundation, Field Museum, National Music Museum, Buffalo History Museum, Milwaukee Public Museum, among many others.

EDUCATION

BFA Communications Design, Syracuse University
MBA Executive Management, University of Illinois



KEVIN SNOW

Luci Creative | Executive Creative Director

Kevin is our creative lead, bringing clients' stories to life using his theatrical and cultural design background to create immersive environments. Leveraging the diversity of his experience has enabled him to look at the dimensionalized story in ways that put the visitors inside. He has led teams on hundreds of projects including immersive museum exhibits, civic spaces, and corporate environments.

He works closely with our creative team, ensuring seamless coordination between architecture, general contractors, and museum facilities staff. He also pays close attention to Universal Design practices ensuring all of our projects are designed and built for all visitors. As our in-house exhibit lighting designer, he specifies equipment and systems that best serve each project and he creates dramatic lighting concepts time, and time again.

Kevin is a member of numerous industry associations, including AAM, ASTC, and TEA.

Kevin has led exhibit design teams for more than two decades for a diverse group of clients, including Saint Louis Science Center, Ford House, Chicago's Museum of Science and Industry, Spokane Public Library, Dolores Kohl Education Foundation, Field Museum, National Music Museum, First Division Museum, and Indiana State Museum.

EDUCATION

BFA Lighting Design, DePaul University



CONTACT US

San Francisco, CA

111 Pine Street, Suite 1315
San Francisco, CA 94111
Phone: (415) 981-9430
Fax: (415) 981-9434

Los Altos, CA

2063 Grant Road
Los Altos, CA 94024
Phone: (650) 386-1728

Sacramento, CA

6518 Lonetree Boulevard
Suite 164
Rocklin, CA 95765
Phone: (916) 742-1770

San Diego, CA

8910 University Center Lane
Suite 1100
San Diego, CA 92122
Phone: (619) 814-6793

Seattle, WA

8538 173rd Avenue NE
Redmond, WA 98052
Phone: (206) 571-0128

Los Angeles, CA

7083 Hollywood Blvd, 4th floor
Los Angeles, CA 90028
Phone: (424) 343-2652

Dublin, Ireland

78 Heathervue,
Greystones, Wicklow, A63Y997
Phone: +353 86-600-1352

WEBSITE:

www.tbdconsultants.com

EMAIL:

info@tbdconsultants.com

OUR PROFILE

We are a certified small business enterprise dedicated to the provision of excellence in construction cost management and project management services to owners and their professional consultants.

We specialize in developing construction cost estimates based on the most conceptual information as well as the detailed and complex later stages of design. We are also expert in project delivery, schedule analysis, and project controls services.

Our clients rely on our ability to provide them with defensible and reliable information at all stages of their project. They also depend on our expertise to control time and budget and manage risks throughout the project, from inception to completion.

OUR PROJECT & COST MANAGEMENT EXPERIENCE

- Cost Management
- Project Management
- Project Controls
- Scheduling
- Constructability Reviews
- Claims Settlement
- Dispute Resolution
- Quantity Surveys/Audits

OUR PROJECT EXPERIENCE

- Health Care Facilities
- K-12 & Higher Education Facilities
- Research Laboratories
- Hi-Tech Office Facilities & Data Centers
- Multi-Family & Luxury Residential
- Hospitality & Entertainment Facilities
- Aviation Facilities
- Museums & Art Galleries
- Commercial Office Buildings
- Industrial & Manufacturing Facilities



tbd consultants
more value, less risk

GARY HOLLAND

Project Manager

PROFILE

Gary Holland is a Principal for TBD Consultants working on all aspects of Cost Planning focusing on Public, Healthcare and Institutional sectors.

Prior to joining TBD, he was an Associate Director and Senior Estimator at Davis Langdon and AECOM, where he spent 32 years working for the worldwide construction cost planning and management firm providing cost management services to architects, design professionals, owners, institutions and government agencies throughout the United States. Gary has a proven track record for providing quality and accurate cost estimates

CONTACT

PHONE:
(916)-742-1770

WEBSITE:
www.tbdconsultants.com

EMAIL:
Gholland@tbdconsultants.com

ADDRESS:
111 Pine Street, Ste. 1315,
San Francisco, CA, 94111

EDUCATION

Architecture and Construction Management, West Valley College, Saratoga, California, 1982

CERTIFICATIONS/AFFILIATIONS

Certified Professional Estimator (CPE) with the American Society of Professional Estimators (ASPE)
Member of the American Institute of Architects (AIA)

REFERENCES

Dawn Merkes, Group 4 Architecture, Research + Planning, Inc.
(650)-871-0709
Jason Hull, Anderson Brule' Architects (408)-298-1885
Brian Wright, TLCD Architecture
(707)-525- 5600

Relevant Experience

Milpitas Library, Milpitas, California*
Walnut Creek Library and Parking Garage, Walnut Creek, California*
Yorba Linda Library and Cultural Arts Center, Yorba Linda, California*
Mitchell Park Library and Community Center, Palo Alto, California*
Downtown Library, Palo Alto, California*
Rinconada Library, Palo Alto, California*
Environmental Innovation Center, San Jose, California*
Cambrian Branch Library, San Jose, California
Pearl Branch Library, San Jose, California
Education Park Library, San Jose, California
Tully Branch Library, San Jose, California
Bascom Avenue Library and Community Center, San Jose, California
Redwood Shores Library, Redwood City, California
Dr. Martin Luther King Jr. Library, City of San Jose/San Jose State University
Saratoga Civic Theater Master Plan, Saratoga, California
City of Campbell, Civic Center Master Plan, Campbell, California

* with Group 4



EXHIBIT C - PROPOSAL

**Telecommunications & Information Technology
Data, Voice and Video Systems & Infrastructure
Audio-Visual, Security, Broadcast and Acoustics**



PETER A. McDONALD, PRESIDENT
Principal in Charge

Peter McDonald is the founding Principal of the firm with 39 years of experience in programming, design and construction administration services of state of the art telecommunications systems and information technologies, audio visual systems, electronic security systems and engineering acoustics for universities, community colleges, student unions, libraries, civic and community centers. His expertise is in design of telecommunications infrastructure, state of the art audiovisual systems, digital technology, distance and collaborative learning, video media servers, VoIP, library OPAC and supporting technologies, electronic security and CCTV surveillance, engineering acoustics including HVAC noise control and vibration, sound isolation and room acoustics.

Relevant Experience - Partial List

Education

UCLA School of
Engineering and Applied
Science, Master of
Science, 1984

UCLA School of
Engineering and Applied
Science, Bachelor of
Science, 1982

Contact Information

Peter@sfmi.com

Tel: 415-255-9140

Fax: 415-255-9180

Experience

35 years at SFMI

Berkeley Main Public Library Renovation - *Historic Site*
 Berkeley Temporary Public Library Construction
 Berkeley Claremont Branch Library Renovation
 Berkeley North Branch Public Library Renovation
 Berkeley South Branch Public Library Renovation
 Berkeley West Branch Public Library Renovation
 Burlingame Main Public Library Renovations - *Historic Site*
 Yorba Linda New Library & Community Center
 Palo Alto Main Public Library Renovation
 Palo Alto Downtown Library Renovation
 Palo Alto Mitchell Park Library Renovation
 San Francisco Public Library Teen Center Addition
 Lafayette Main Public Library Renovation
 Milpitas Main Public Library Renovation
 Milpitas Temporary Public Library Construction
 San Jose Berryessa Public Library Renovation
 Santa Clara Main Public Library Renovation
 Santa Clara Temporary Public Library Construction
 Walnut Creek Branch Library Renovation
 San Leandro Public Library Renovation
 Pickleweed Park Library Renovation
 San Pablo Library Renovation
 Sacramento Carmichael Library Renovation
 Mountain View Public Library Renovation
 San Pablo Public Library Relocation and Upgrades
 Oakland 81st Branch Library Renovation
 Spokane Washington, Downtown Public Library Renovation
 Spokane, Washington, Libby/The Hive Library Renovation
 Spokane, Washington, Liberty Park Public Library Renovation
 Spokane, Washington Shadle Public Library Renovation
 Spokane, Washington, Indian Trail Library Renovation
 Spokane, Washington, South Hill Library Renovation

 Supreme Court of California, Los Angeles,
 Supreme Court of California, San Francisco, *Historic Site*
 Supreme Court of California, Sacramento, *Historic Site*
 San Francisco City Hall 1997 Renovations - *Historic Site*
 St James Cathedral, Seattle, Washington, *Historic Site*

 South San Francisco Civic Center and Library
 Sunnyvale Civic Center
 Elk Grove Civic Center and Commons
 San Jose Community Center
 Daly City War Memorial Community Center

FIRM INTRODUCTION

Background - Firm Profile

We are a diverse group of mechanical, electrical and plumbing engineers who deliver solutions grounded in sustainability and efficiency. We envision the future of the built environment as a way to promote health and wellbeing, to provide affordable and clean energy, and to practice engineering with responsible consumption in mind. We use ingenuity to produce long-term, pragmatic outcomes, always considering the lifetime of a building, and employing ethical and carbon neutral strategies.

We work with institutions and architects throughout the western region, staying abreast of rapidly-changing codes and regulations in California, Arizona and Nevada.

With over three decades of design and building experience, we relish the parameters and challenges of each project. As generalists who cross-pollinate ideas between building sectors, our buildings operate efficiently, embracing the latest technologies, within the budget and goals of our clients.

We are dedicated to the success and prosperity of our clients, making an impact for them with our expertise, and we are always striving to be better than we were yesterday, every day.

MEP California Engineering Corporation is a certified small business.





HENRIK HERTZ

Principal

In his early career, Henrik worked as an electrician, operating and maintaining buildings' systems. Now, as a Principal, with two decades of experience and an understanding of all aspects of mechanical, electrical and plumbing engineering, he is responsible for the day-to-day management of projects from the initial planning stages to the final construction support services.

Henrik's highly collaborative approach, sharing knowledge to develop an integrated design, has enabled his teams to create highly sustainable engineering solutions.

As the higher education sector leader, Henrik has worked on over 250 projects for education institutions. He also has significant experience in other project sectors including corporate, commercial, retail, hospitality, civic, and residential.

Henrik is experienced in all phases of construction document preparation, energy compliance documentation, comprehensive specifications, estimating and construction field support.

Project Experience

- Santa Monica High School Library Renovation.
- UCLA Powell Library Upgrade.
- UCLA Southern Region Library MCC Replacement.
- UCLA Young Research Library Basement Renovations.
- Nixon Library Electrical System Upgrade.
- Ladera Park Historic Building Renovation, Los Angeles, California
- Huntington Library Visitor and Education Center*
- Miro Row DTLA, Building 2, Los Angeles, California
- Vantage Point Storage Infrastructure, San Diego, California
- Wildwood School, Los Angeles, California



Education

Bachelor of Science in Electrical Engineering, Engineering College of Copenhagen - Copenhagen, Denmark, 2006

Certified Electrician, Installation Technique, Frederiksberg Technical School, Copenhagen, Denmark, 2001

*Experience from previous firm



JOSEF NEJAT, PE, CBCP

Principal

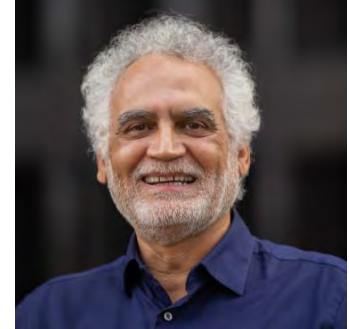
With over four decades of experience in MEP design nationally and internationally, Josef is a leader in construction administration, project management, and commissioning. He supervises an interdisciplinary team across the engineering process from concept to occupation.

A former lecturer in math and physics, Josef brings progressive ideas that incorporate technology, cost, and global environmental sustainability to ensure that projects reduce energy and water consumption while minimizing operation and maintenance costs.

Josef has provided high performance building systems to 300 projects, bringing his team-oriented approach to sectors including healthcare, science and technology, aviation, education (both higher education and K12), civic, cultural and retail, as well as commercial.

Project Experience

- Santa Monica College Library, Santa Monica, California*
- Seattle Central Library, Seattle, Washington*
- Hammer Museum, Los Angeles, California*
- Guggenheim Museum, Abu Dhabi, United Arab Emirates*
- Children's Discovery Museum of the Desert, Palm Desert, California*
- Fresno Metropolitan Museum, Fresno, California*
- Getty Villa Museum, Renovation and Central Plant, Malibu, California*
- Los Angeles County Museum of Art, Los Angeles, California*
- Paramount Picture Film Archive, Los Angeles, California*
- Denver Art Museum Addition, Hamilton Building, Denver, Colorado*
- UC Riverside Sciences Library, Revrerside, California.
- UCLA Broad Art Center, Los Angeles, California*
- Riverside Community Collage, Digital Library and Learning Resource Center, Riverside, California
- Arizona State University, Millennium Commons, Tempe, Arizona*
- Community College of Southern Nevada, Science Classroom Building, Las Vegas, Nevada*
- CSU Channel Islands, John Spoor Broome Library, Camarillo, California*
- USC Leavey Library, Los Angeles, California*
- University of Notre Dame, Marie DeBartolo Performing Arts Center, Notre Dame, Indiana*
- Segerstrom Center for the Arts, Costa Mesa, California*



Education

BS Mechanical Engineering, University of Maryland

Registrations

Licensed Professional Mechanical Engineer, California #M32207

Certified Building Commissioning Professional (CBCP)

Professional Affiliations

Member, ASHRAE
Member, American Society of Mechanical Engineers
Member, Association of Energy Engineers
Member, American Society of Civil Engineers (ASCE)
Member, Strathmore's Who's Who



Firm Profile

Founded in 1960, KPFF Consulting Engineers is one of the largest civil and structural engineering firms on the West Coast. We successfully leverage the resources of our firm while maintaining the personal contact we view as essential. With over 1,000 employees nationwide, our offices are located in Seattle, Tacoma, Lacey, Portland, Eugene, San Francisco, Sacramento, Los Angeles, Long Beach, Irvine, San Diego, Boise, Salt Lake City, St. Louis, Chicago, Louisville, Des Moines, New York, and Washington, D.C.

Civil and Structural Engineering

KPFF provides civil and structural engineering services on a wide variety of project types. The scope of civil engineering services may include due diligence (site assessment) study, master planning, infrastructure study & design, entitlement, grading & drainage design, hydrology study, implementation of storm water quality & quantity, SWPPP (QSP & QSD), site accessibility (ADA) study & upgrades, sustainability (LEED) design, parking lots and trails. In addition, our civil engineering group serves as a prime consultant to private and government clients for management and design of private, transportation, airports, waterfront, site improvements and major utility projects. KPFF provides structural engineering services, utilizing the building materials and technologies suitable for each particular project, whether it be steel, concrete, wood, masonry, base isolation, viscous damping or non-linear seismic analysis. Other structural services include the analysis of special structures for vibration, heavy loads and response to wind, wave, seismic, and other dynamic forces and design for building cladding systems.

Historic Renovation Experience

KPFF has extensive experience with the renovation, rehabilitation and preservation of historic structures and sites. Our approach on historic preservation projects is to first develop a comprehensive understanding and analysis of the building's and site's history by reviewing available record drawings, previous studies and reports, and conducting a site investigation. Typically, KPFF will interview the facilities and maintenance staff to receive an insight into past and current building and site related issues and recent upgrades/improvements to the building framing and site infrastructure. KPFF will verify existing accessible paths of travel and parking stalls for compliant with ADA guidelines. KPFF will review the code requirements and standards as they relate to the preservation, restoration, and rehabilitation of the historic structure. KPFF will assist in the selection and prioritization of a renovation plan best suited to meet the owner's expectations, project goals and budget. KPFF understands that historic preservation often requires innovative and non-invasive techniques to preserve and protect the historic features of the building and site. KPFF possesses both the depth of experience and breadth of technical expertise required for projects of this nature.

Libraries and Museums

KPFF's design experience includes dozens of libraries, museums, and many other specialized public buildings. One unique characteristic for library projects is that it gives us (the design team) an opportunity to work jointly with the local jurisdiction/City to produce a project that helps exemplify the surrounding community. KPFF is particularly well qualified to solve any complex problems because of our specialized design experience, our ability to understand the needs of other disciplines, and our philosophy of being a proactive member of the design team.

18400 Von Karman Avenue, Suite 600 Irvine, CA 92612 949.252.1022 kpff.com



William H. Thorpe, S.E.

Principal, Structural Engineering

As a Managing Principal with the Irvine office, Mr. Thorpe is responsible for client contact, establishment of fees and schedules, supervision of engineering and drafting personnel, project design and production, overall project coordination and construction administration. Mr. Thorpe has 35 years of experience as a structural engineer and has been with KPFF for 23 years.

Mr. Thorpe has had experience with essential facilities projects that require significant coordination with clients, users and other disciplines as well as sophisticated analysis and design. He has been involved in complex structural rehabilitation projects and new construction projects that require cost effective systems to respond to limited budgets.

Listed below are representative projects for which Mr. Thorpe has been responsible:

Yorba Linda Public Library and Arts and Community Center, Yorba Linda, CA

City of Hope Graff Medical & Scientific Library, HVAC Upgrades, Duarte, CA

Mission Bell Elementary School MPR and Library, Jurupa, CA

Nogales High School – Library Modernization, Rowland Heights, CA

Garfield Elementary School – Historic Pacific Electric Railway Substation No. 14, Santa Ana, CA

Beverly Vista Elementary School – Seismic Upgrade of Historic Auditorium and Bell Tower, Beverly Hills, CA

County of Orange - Historic George Key Ranch, Placentia, CA

Arden Modjeska Historic Home Garden Pedestrian Bridge, Modjeska Canyon, Orange County, CA

Fern Elementary School Historic Building, Torrance, CA

Finney's Crafthouse Retrofit and Tenant Improvement, Orange, CA

City of Santa Ana On-Call Constructability Review, Santa Ana, CA

Orange County Public Works Child Support Services, Santa Ana, CA

City of Santa Ana - First Street Bridge – Fire Damage Review and Repairs, Santa Ana, CA

City of Santa Ana On-Call Contract – San Lorenzo Sewer Lift Station Constructability Review, Santa Ana, CA

Telecom Carrier Hotel/Data Center Seismic Upgrade, Santa Ana, CA



Education

B.S. Civil Engineering
Texas Tech University, Lubbock

Registration

Structural Engineer:
CA (3866)
UT (11972965-2203)

Professional Civil Engineer:
CA (44980)
CO (0055741)
MN (55097)
NM (26580)
OR (94653)
TX (139488)
WA (55076)
WI (47030-6)

Professional Associations

Structural Engineers Association of California

American Society of Civil Engineers

American Institute Steel Construction

18400 Von Karman Avenue, Suite 600 Irvine, CA 92612 949.252.1022 kpff.com



Ali Khamsi, S.E.

Principal, Civil Engineering

As Principal-in-Charge, Mr. Khamsi will be responsible for supervising the activities of civil engineering personnel. Mr. Khamsi will also be responsible for client contact, establishment of fees and schedules, project design, production, quality assurance, overall project coordination and construction administration. Mr. Khamsi has been with KPFF for 23 years and has more than 29 years of experience in civil engineering.

Ali has been responsible for managing design and construction of a wide range of project types and scales for both private sectors and public agencies. The project types include: commercial, healthcare, ADA upgrades, educational, civic, transportation, hospitality, historical, and parks and recreational facilities. Ali's areas of practice include: EIR support, master planning, entitlement, permitting, construction documents, construction administration and project close-out. Ali's areas of experience include: site development, grading, drainage, transportation, hydrology, hydraulics, storm water management, water quality, and utilities design.

Listed below are representative projects for which Mr. Khamsi has been responsible:

Yorba Linda Public Library and Arts and Community Center, Yorba Linda, CA

Orange County Public Library Addition, San Juan Capistrano, CA

Chino Hills Civic Center – County Library, Chino Hills, CA

UCLA William Andrews Clark Memorial Historic Library Seismic Renovation, Los Angeles, CA

California State University Dominguez Hills - Library Addition, Dominguez Hills, CA

LAUSD, Fremont High School Library and Student Union, Los Angeles, CA

Wilshire Boulevard Temple – Historic School Wing and Temple Renovation, Los Angeles, CA

Historic Millard House - Restoration, Pasadena, CA

Greystone Historic Estate Site Improvements, Beverly Hills, CA

LA County Sheriff's Department Emergency Vehicle Operations Center, Castaic, CA (Design-Build)

City of Santa Ana ADA Ramp, Santa Ana, CA

City of Tracy - New City Hall, Tracy, CA

City of Indio – Economic Development Agency Parking Structure, Indio, CA



Education

B.A.Sc. Civil Engineering
University of Waterloo, Canada

Registration

Professional Civil Engineer:

CA (C74768)

NV (021251)

AZ (C60789)

NM (23115)

TX (141792)

WA (54736)

Ontario, Canada (90379835)

British Columbia (38359)

Alberta, Canada (166620)

Certified QSD/QSP (00130)

Cal OES Safety Assessment Evaluator
(82003)

Professional Associations

DBIA™ Certification

TERRAIN INTEGRATION

143 S. Olive St | Orange | CA | 92866 | 714-724-9814 | www.terrainintegration.com

Company Description

Terrain Integration is a landscape architectural firm located in the historic district of Old Town Orange, CA. This location allows us, on a day to day basis, to identify the importance of cohesively linking the public to usable and lively spaces by honoring historical referencing but addressing current design trends. Our goal is to create for our clients site-specific design solutions that encapsulate functionality, equitability, and beauty. We design for sustainability, whether its water conservation or healthy communities, and we relish the opportunities that historical sites have to offer, in that every building has a story to be told and preserved.

Established 2014

Contact: Stephanie Shermoen, President, 714-724-9814,
stephanie@terrainintegration.com

Licensure/ Education

State of California Architects Board
Licensed Landscape Architect #5231

University of California, Irvine
B.A. Environmental Analysis & Design

University of California, Irvine
Certificate in Landscape Architecture

Affiliations

American Society of Landscape Architects
USGBC - Orange County Chapter
National Association of Professional Women

Relevant Projects

SOUTH COAST CHINESE CULTURAL CENTER - UPGRADES
9 Truman Street, Irvine, CA 92620

ST. JOHN'S LUTHERAN CHURCH- UPGRADES (Historic)
185 s. Center St., Orange, CA 92866

OLD TOWN GATEWAY- NEW CONSTRUCTION + UPGRADES (Historic)
North Block of Chapman between Atchison & Cypress, Orange, CA 92866

ORANGE PACKING HOUSE- NEW CONSTRUCTION + UPGRADES (Historic)
Between Palmyra Ave & Almond and S. Cypress & Railroad, Orange, CA 92866

CHOC CHILDREN'S HOSPITAL CAMPUS – NEW CONSTRUCTION & UPGRADES
1201 W La Veta Ave, Orange, CA 92868

VILLA PARK KNOWLES - UPGRADES
North Wanda Rd., Villa Park, CA 92861

EXHIBIT C - PROPOSAL

COMPANY PROFILE

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. The firm was incorporated in 1986 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. We are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore serves its clients through 16 offices in California, Arizona, Colorado, Nevada, Texas, and Utah.

The quality of Ninyo & Moore's personnel base of 500 employees is widely recognized. Our staff of professionals includes experienced and registered geotechnical engineers, civil engineers, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, certified technicians and field inspectors, and hazardous waste and regulatory compliance specialists. The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the southwestern United States, including commercial and municipal structures, educational, medical and recreational facilities, railroads, bridges, roads, highways, tunnels, treatment plants, power plants, dams, waste-to-energy facilities, tanks, reservoirs, pipelines, pump stations, sewers, transmission towers, harbors and offshore structures, airports, low- and high-rise structures, landfills, and other public and private works. Our environmental staff has diverse experience in environmental assessment and audits, hazardous material assessment, surface and subsurface sampling, asbestos, and lead-based paint sampling and analysis, cost estimates, contamination studies, soil and groundwater contamination studies, site remediation, emergency response to hazardous spills, abatement, and redevelopment activities and projects.

In addition, Ninyo & Moore has five fully-equipped, certified geotechnical laboratory facilities in California supervised by registered engineers. Our laboratories are certified by AASHTO, Caltrans, the Division of the State Architect, the City of Los Angeles, and the City of San Diego.

Relevant Experience: Yorba Linda Library and Arts Center Project, Anaheim Central Library Outdoor Space Project, Manhattan Beach Library Project, Lawndale Library Bond Act, Artesia Library Construction Project, County of Los Angeles Topanga Library Project, 29 Palms Public Library Project, Orange USD Library Building Renovation, and Civic Center Library, Park and Recreation Center.

REFERENCES

Patrick Schmidt, Division Manager/Geotechnical Engineering Group
City of Los Angeles
patrick.schmidt@lacity.org
(213) 847-0535

Rick Yee, Assistant City Engineer
City of Yorba Linda
ryee@yorba-linda.org
(714) 961-7171



PROJECT UNDERSTANDING

The Santa Ana Public Library is a department of the City of Santa Ana. It provides Santa Ana's diverse community of more than 330,000 residents with robust programs and services that contribute to a high quality of life. SAPL operates two full-service library facilities – the Main Library and the Newhope Learning Center – and also delivers service through outreach, partnerships, and online channels.

Santa Ana's Main Library was originally built in 1960 during a particularly strong period of community growth. The distinctive midcentury building is an integral part of the fabric of downtown Santa Ana. In 1990 it was renovated and expanded to its current size of nearly 40,000 square feet – a project that added much-needed space but also materially changed some of the character and features of the original building. Since that time, the Santa Ana community has seen yet more significant growth and change, and its needs and expectations for library services and programs have expanded as well.

Now, it is once again time to renovate the Main Library building. The City and Library have a variety of project goals and objectives. One objective is to improve the interior of the library to better align with the community's needs – for example, by revitalizing the Children's Library for increased early learning, discovery, and play opportunities. Another objective is to prepare the building for the next 20-30 years of service by addressing deferred maintenance needs and modernizing building systems. The City also would like to take this opportunity to restore some of the original character and features of the site and building where possible. In achieving all of these goals, the City and Library seek to incorporate the voices of staff, stakeholders, and the community in the process.

The City has not yet confirmed the budget for the renovation project, which will begin with a Pre-Design phase to evaluate options and opportunities, establish priorities, and develop the scope, budget, and schedule for design and construction. The City and Library seek an architectural team with demonstrated experience working on similar projects, including the design of 21st century libraries, renovation of historic structures, and work with diverse communities on high-profile public projects.

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RENEWED HISTORIC LEGACY

Page & Turnbull will support Group 4 in providing historic consulting and preservation architect services. The historic preservation portion of the project includes identifying the Character-Defining Features (CDFs) – i.e., the materials, features, spaces, and spatial relationships that are historically significant to the building. We will identify options for their renewal and will prepare architectural drawings and specifications to repair, rehabilitate, and/or restore the Main Library’s CDFs. Design of this work will be coordinated with design of interior reorganization and building system upgrades.

We will provide information to the City’s project team, the Historic Resources Commission (HRC), and other regulatory bodies and public groups, as necessary, regarding the preservation aspects of this rehabilitation. We understand that major exterior modifications to a historic structure require the approval of the HRC through a duly notice public hearing and issuance of a Certificate of Appropriateness.

We will review the project to help ensure that prior to presenting the application to the HRC, any proposed exterior modifications are consistent with the Secretary of Interior’s Standards for Rehabilitation and consistent with Santa Ana’s Historic Ordinance. We understand that there are four regularly scheduled HRC meetings per year. We will coordinate with City staff, the Planning Department, and HRC to determine the submittal deadlines for HRC meetings.



ENGAGING PROCESS

Broad and effective engagement of staff, stakeholders, and the community is a fundamental component of our interactive planning and design process. Managed participation effectively develops support and clear direction for projects, leading to successful project implementation and delivery of a comprehensive vision incorporating prior studies, community needs, and staff and stakeholder feedback.

It is important to engage the community directly in the design process, which is why the City's requested scope includes three community engagement activities. Early community engagement will allow us to hear from the community about their vision and priorities for the program and experiential qualities of the Santa Ana Main Library.

We are proposing three meetings/workshops with library staff on topics including the customer experience vision, program concepts, operations, and FFE.

We will work with the City and the Library to design staff, stakeholder, and community engagement strategies that will be both COVID-safe and successful in Santa Ana.

TASKS, DELIVERABLES, EXCLUSIONS

More detail about our proposed work plan, tasks, deliverables, schedule, and exclusions/optional services is included in Tab 2.





WELL-MANAGED PROJECTS

Group 4 has an excellent record of successfully managing the entire project delivery process, including complex projects with modest budgets and accelerated time schedules. Group 4's team provides effective planning, programming, design, construction and post-construction phase services to move projects efficiently through the design and construction phases and deliver high-quality results.

- As we specialize in high-profile public projects, we understand our clients' duty to ensure that the community receives good value.
- We have highly-qualified staff and low turnover, ensuring continuity of staffing on projects and building our in-house expertise and skill base.
- We have strong project management systems during the design phases that keep our projects on schedule and on budget.
- Effective construction administration systems allow us to manage costs during construction and keep change order costs low, which is especially crucial for public projects because of the nature of public funding.
- We have an excellent record of partnering with the client and the contractor in order to ensure a high-quality project that meets the client's schedule and budget requirements.

Foundational to our project management approach is the Project Management Team (PMT), a core project working group that meets regularly to review project progress. For the Santa Ana Library renovation project, we envision the PMT to include the City's project manager, key representatives from the Library and Public Works (and other departments as may be appropriate), and the Group 4 project team. During the design phases, we will meet with the PMT approximately twice per month to monitor progress and keep the project moving forward efficiently. For efficiency and COVID safety, PMT meetings will generally be held via webconference unless they are scheduled to coincide with other design team on-site work.

RELEVANT RECENT GROUP 4 EXPERIENCE

The table below includes project information and references for relevant projects completed within the past five years, as requested in the Request for Proposals. Several of these projects are profiled in more detail on the following pages. We will be happy to provide additional information and examples of our team's relevant experience upon request.

PROJECT NAME, LOCATION, AND DATE	PROJECT AND TEAM DESCRIPTION	CONTACT
Yorba Linda Library and Arts Center (2016-2020) Yorba Linda, CA	Award-winning new 4.7 acre civic campus including 46,000 SF library and 14,000 SF cultural arts center. David Schnee - Principal-in-Charge Jonathan Hartman - Principal Architect/PM Andrea Gifford - Director of Interiors	Peggy Huang, Mayor City of Yorba Linda (714) 875-1505 phuang@yorbalindaca.gov
Dayton Main Library Expansion (2014-2017) Dayton, OH	Award-winning major renovation and expansion of mid-century Main Library building to introduce modern library services, spaces, and service model (with local AOR). David Schnee - Library Design Lead Andrea Gifford - Interior Design Lead Jonathan Hartman - Consulting Architect	Tim Kambitsch, Exec. Director (retired) Dayton Metro Library (937) 901-8477 tkambitsch@gmail.com
Cincinnati Main Library Revitalization (2020-in progress) Cincinnati, OH	Reorganization and redesign of 500,000 SF Main Library building to introduce modern library services, spaces, and service model (with local AOR). Group 4 has also provided design consultant services on other CHPL projects including expansion of the Walnut Hills and Price Hill branches, both Carnegie-era library buildings. David Schnee - Library Design Lead Andrea Gifford - Interior Design Lead	Paula Brehm-Heeger, Director Cincinnati-Hamilton County Public Library (CHPL) Paula.Brehm-Heeger@cincinnati.org (513) 369-6972
Spokane Shadle Library Expansion (2019-2021) Spokane, WA	Renovation and expansion of branch library to 30,000 SF (with local AOR). Group 4 was the library design and interiors lead for the project, as well as for revitalization of Spokane's 90,000 SF downtown main library. Luci Creative developed themed children's experiences for both projects. David Schnee - Library Design Lead Andrea Gifford - Interior Design Lead Jonathan Hartman - Consulting Architect	Andrew Chanse, Executive Dir. Spokane Public Library (509) 444-5305 achanse@spokanepubliclibrary.org
Georgina Cole Library Renovation (2014-2016) Carlsbad, CA	Renovation of 24,000 SF mid-century modern library. Jonathan Hartman - Principal Architect/PM Andrea Gifford - Director of Interiors David Schnee - Consulting Principal	Patrick McGarry Project Director, Red Brick Consulting (Former Civic Projects Manager, City of Carlsbad) (760) 802-4521

EXHIBIT C - PROPOSAL



RINCONADA LIBRARY EXPANSION PALO ALTO CA



COMPLETED 2015

PROJECT TEAM

David Schnee, Design Director
Jonathan Hartman, Principal Architect
Andrea Gifford, Director of Interiors

CLIENT CONTACT

Colette Chew
Public Works Engineering Services Div.
City of Palo Alto
(650) 329-2482
colette.chew@cityofpaloalto.org

Edward Durell Stone's 1958 Rinconada Library exemplifies the architect's trademark of interacting interior and exterior spaces. A permeable, patterned terracotta "veil" encloses the building and two generous reading courtyards. A vast double-pitched and deep-eaved roof caps the building, drawing itself into a high clerestory ridge framed by a low sea of luminous ceiling panels that echo the terracotta pattern.

Great care was taken to modernize the library while preserving its historical significance. Original character-defining features were refreshed. New furniture and finishes complement the Modernist language, while new services and spaces, variety and delight create an architectural dialogue responsive to Stone's vision while ensuring ongoing excellence in library service. Original yellowed and brittle luminous panels were studied and recreated; new panels brightened the space significantly. Old growth maple boards were demounted from interior columns and sequenced for identical reinstallation. Remodels from the 1980s were removed, restoring Stone's original architectural intent.

Furniture and finishes were carefully selected to meet the community's current and future needs and enliven the space while respecting the historic design. A dedicated teen space was created within the original floor plan. Study room pods were introduced along the perimeter, using a perforated metal screen that echoed the terracotta pattern.



GEORGINA COLE LIBRARY RENOVATION CARLSBAD CA

The City of Carlsbad commissioned Group 4 to renovate two of its three libraries to modernize library service, improve operations, and freshen the library experience while preserving the desirable qualities of the two buildings.

The 24,000 SF Georgina Cole Library, located next to City Hall, was built in 1967. The design introduced a variety of new spaces for collaborative work, community meeting and gathering, and expanded programs almost entirely within the mid-century building's existing walls.

Group 4's redesign capped the central courtyard and incorporated it into a contiguous library interior. This dramatically opened up the inside of the library, improved circulation and wayfinding, and established stronger connections between the two floors. Modernization included reconfiguration of technology and stacks as well as replacement of furniture, finishes, and carpets.

The project also addressed lifecycle maintenance and accessibility upgrades, including exterior repairs, ADA improvements, and modern mechanical, low voltage, and fire prevention systems.



COMPLETED 2016

PROJECT TEAM

Jonathan Hartman, Principal Architect
Andrea Gifford, Principal Designer
David Schnee, Design Director

CLIENT CONTACT

Patrick McGarry
Project Director, Red Brick Consulting
(Former Civic Projects Manager,
City of Carlsbad)
(760) 802-4521

EXHIBIT C - PROPOSAL



MAIN LIBRARY REVITALIZATION DAYTON OH



COMPLETED 2017

PROJECT TEAM

David Schnee, Design Director
Andrea Gifford, Director of Interiors
Jonathan Hartman, Consulting Principal

CLIENT CONTACT

Tim Kambitsch
Executive Director (retired)
Dayton Metro Library
(937) 901-8477
tkambitsch@gmail.com

The original Main Library in Dayton, Ohio was a dark, inwardly-focused mid-century modern structure. Group 4's design gutted the interior of the former building doubled its size with a new, three-story wing. The expanded library is the flagship of the Dayton Metro Library system — a new landmark and community destination at the intersection of the downtown commercial core and cultural district.

The revitalized building fully integrates into its downtown context and embraces the adjacent park. The old building and new wing are connected by a stunning three-story, light-filled atrium criss-crossed by bridges that provide places of engagement and collaboration. The existing underground floors were converted to parking, and the public and operations functions were moved up into the light.

Destination features of the expanded Main Library include more than 30 spaces for gathering and collaboration, ranging in capacity from four to 400 people. The black box theater and multi-configurable forum support creative and performing arts as well as large library and community programs. The library has become a destination for weddings, concerts, cultural events, and other community gatherings and celebrations.

Group 4's AOR partner for the Main Library project was LWC Inc. The project received an Honor Award from AIA Dayton Chapter.



YORBA LINDA LIBRARY + CULTURAL ARTS CENTER

Responding to the combination of a years-long effort to expand library services and to expand space for arts and community programming, the City of Yorba Linda commissioned Group 4 to develop a joint use project creating a “civic heartbeat” adjacent to a new Town Center shopping district.

The 4.7 acre campus positions a two story, 46,000 SF library and a 14,000 SF arts center to share a pedestrian paseo of outdoor rooms. The project stands out due to its contemporary modern design with plenty of natural ambient lighting through the extensive use of glazed curtain wall systems and skylights. The roof line has multiple slopes and angles to mimic the foothills when seen from a distance. A palette of timeless, natural materials provides an inviting warmth while embellishing the civic stature of the buildings and site.

The library provides a full range of community spaces and activities, including traditional collections for all ages, reading areas, and a range of collaborative spaces capable of supporting programs and groups large and small. The arts center provides gallery space, dance studios, a black box theater, and an outdoor amphitheater. The campus connects visitors to the various public amenities, gardens, art, and other features on site, and to the Town Center across the street.

To date, the new Yorba Linda Library and Cultural Arts Center has been honored by ASCE Orange County Chapter; APWA Southern California Chapter; and ENR Magazine.



COMPLETED 2020

PROJECT TEAM

David Schnee, Design Director
Jonathan Hartman, Principal Architect
Andrea Gifford, Director of Interiors

CLIENT CONTACT

Peggy Huang, Mayor
City of Yorba Linda
(714) 875-1505
phuag@yorbalindaca.gov

EXHIBIT C - PROPOSAL



MAIN LIBRARY REVITALIZATION CINCINNATI OH



IN PROGRESS

PROJECT TEAM

David Schnee, Library Design Lead
Andrea Gifford, Interior Design Lead

CLIENT REFERENCE

Paula Brehm-Heeger, Library Director
Cincinnati-Hamilton County Public Library
Paula.Brehm-Heeger@cincinnati-library.org
(513) 369-6972

Group 4 is the design lead for revitalization of the Main Library in Cincinnati. Group 4's design will improve service and enhance the customer experience as well as address life cycle maintenance needs in the 500,000 square foot, two city block complex.

Group 4 worked with Cincinnati-Hamilton County Public Library (CHPL) leadership and staff to develop a comprehensive new vision for the Main Library, including reorganized public services and operations.

Phase 1 of the redesign includes a new cascading stair in the five-story atrium that connects all public floors for improved navigation and wayfinding. The children's library moves to the first floor of the south building, providing expanded space for children's programming as well as improved technology and collections. The "Teen Spot" will move closer to the children's library as well to better support use by siblings and families who come to the library together. The redesign of the entry plaza will increase visibility and connectivity in the south building, and significantly expand opportunities for outdoor programming and events. Elevator and skylight upgrades round out the maintenance improvements in this first phase.

WALT DISNEY FAMILY MUSEUM



Buildings 104, 122, and 108 were rehabilitated and converted into the archives of the Walt Disney Family Foundation and a museum designed to honor the life of Walt Disney. Building 104, built as a military barrack, now houses museum exhibits, a children's learning center, and a cafe, with a new 20,000 s.f. addition that infills the U-shaped courtyard to accommodate additional exhibit space and a state-of-the-art auditorium. Building 122, the former Post Gymnasium, accommodates art registration, research, offices, archival storage, and a restored double-height gallery for temporary and traveling exhibitions. Building 108, originally used as a munitions shed, now serves as a mechanical facility. The site was landscaped and developed with perimeter planting around buildings, surface parking, and pedestrian walkways. The museum allows for innovative, 21st-century museum presentations while also preserving the exterior look and feel of the original buildings.

LOCATION San Francisco, California

SIZE 80,000 SF

SCOPE Rehabilitation + New Addition

REFERENCE

Josh Bagley, Associate Director of Business Operations
The Presidio Trust
jbagley@presidiotrust.gov
415-561-5322



GROUP 4 REFERENCES

Listed below are selected client references representing public agencies with whom Group 4 has worked during the past five years on the design of public libraries and other community projects. These references can also speak to our commitment to excellent client service, our ability to deliver well-managed projects on time and within budget, and our passion for collaborating with diverse staff, stakeholders, community members, and design partners. Additional references are available upon request.

- Andrew Chanse, Executive Director
Spokane Public Library
(509) 444-5305 | achanse@spokanelibrary.org
- Paula Brehm-Heeger, Director
Cincinnati-Hamilton County Public Library
(513) 369-6972 | paula.brehm-heeger@cincinnati-library.org
- Tim Kambitsch, Exec. Director (retired)
Dayton Metro Library
(937) 901-8477 | tkambitsch@gmail.com
- Peggy Huang, Mayor, City of Yorba Linda
(714) 875-1505 | phuang@yorbalindaca.gov



Top and above: **The Cheech Marin Center for Chicano Art, Culture, and Industry**

Historic architecture specialists Page & Turnbull were retained by the City of Riverside and a partner architect to program and design the adaptive reuse of the former Riverside Public Library building into a new art museum showcasing one of the largest private collections of Chicano art. Page & Turnbull's work included a conditions assessment that informed the Basis of Design as well as collaboration with the City, Cheech Marin, and other stakeholders to develop a meaningful program. The Basis of Design integrates architectural programming with the infrastructure needs of a modern museum. Phase II is underway.



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TAB 2 — SCOPE OF SERVICES AND SCHEDULE





PROPOSED PROJECT WORK PLAN

Our proposed work plan for the Santa Ana Library Renovation project is summarized in the following narrative and graphic schedule. We have not yet had the opportunity to review our proposed approach with the City or the Library and look forward to working with you to tailor this to meet the project's scope, budget, and timeline needs.

TASK 1: PRE-DESIGN

We will kick off the project with a meeting with the Project Management Team (PMT) to confirm project goals and objectives, the work plan and schedule, communications protocols, and the proposed plan for staff, stakeholder, and community engagement. These project controls will be updated and used throughout the project.

During the Pre-Design phase we will work with the City and the Library to confirm the alignment of the project scope, program, and budget with staff, stakeholder, and community expectations. Clearly defining these project parameters will be important for scoping and evaluating the feasibility of design options such as the drive-thru window and replacement of outdated building systems.

We will review the Library's current program and objectives for materials, seating, technology, and programming as well as the City's and Library's proposed preliminary project program for the building renovation. We will meet with Library staff to review potential program concepts and priorities within the context of community needs, library trends and best practices, and the opportunities presented by the Santa Ana Library building and site.

Concurrent with programming, we will assess current site and building conditions to identify opportunities and constraints of current building systems. We will tour the library with our engineering consultants and Library facility maintenance staff, as well as review facility drawings, previous site and building assessments, and other available information.

We will work with the City, the Library, and our consultant team to develop a comprehensive cost model to inform early decision-making about the project scope and design options. We will strive to identify and include all hard costs of construction (including demolition, site preparation and development, building construction, sustainable design features, utility connections/upgrades as applicable, etc.); public and staff FFE and shelving; technology infrastructure; graphics and signage; and other real – and significant – costs associated with public projects. We will build in assumptions for soft costs, permits, testing, PM/CM services (if any), and even costs for moving and temporary storage as appropriate. We will also build in realistic contingencies and escalation factors.

Task 1 Meetings and Deliverables

- Project work task plan and schedule
- Pre-Design summary report
- Preliminary project cost model
- Two (2) PMT meetings including kickoff
- One (1) focus group with Library staff

TASK 2: CONCEPT DESIGN

Based on the City's confirmed scope and budget established in Task 1, we will develop up to three (3) conceptual design options for the Santa Ana Library renovation. We will work closely with the PMT to review and refine the options for presentation to Library staff and the community. Community engagement events (up to three) may include a combination of open house/public meetings, pop-up surveys in community locations, a digital survey, etc.

Using our project cost model, we will prepare a project budget for each option. We will work with the PMT to analyze and evaluate the conceptual options, taking into account staff and community input, to select the preferred conceptual option.

During this phase, Luci Creative will lead a collaborative discovery process to reimagine the Children's Library with a focus on children's learning, flexible programming space, interactive areas, museum style spaces, wall graphics, and signage to be integrated holistically within the redesigned Children's Library.

We will conduct a technical meeting with the City's Planning and Building Agency to confirm the preliminary code analysis and other relevant requirements relative to the proposed scope of work.

We will refine the preferred conceptual design based on staff and community input, the results of the IDW, and input from our technical meetings with City staff. We will develop renderings of the exterior and interior renovations, and prepare the Concept (Schematic) Design drawings. We will prepare narratives describing the building and options for major systems.

We will meet with the Historic Resources Commission to confirm the historical project requirements established in the previous phase and present preliminary exterior design recommendations. At the City's option, we also present the project to other City oversight bodies (e.g., the Planning Commission) and/or City Council.

We will develop a Concept Design report summarizing the project scope, program, and budget including:

- Building envelope and finishes evaluation and recommendations for repair/replacement;
- Civil and landscape evaluation of site and feasibility of new outdoor amenities and parking;
- Electrical system (utility and emergency power) capacity for current and anticipated future loads, and recommendations for any needed replacements and upgrades;
- Mechanical/ plumbing/ fire system conditions and loads, and recommendations for any needed replacements and upgrades;
- Low voltage and audio/video conditions and recommendations for upgrades;
- Structural system assessment to determine opportunities in the building and renovation and options for voluntary upgrades;
- Geotechnical investigation to determine ground tolerances and soil conditions for structural requirements for the proposed addition; and
- ADA accessibility compliance and requirements of renovated and reconfigured spaces;
- Proposed strategies for rearranging spaces for adapting the building to support the proposed program; and
- Historic Preservation Treatment Plan description of Character-Defining Features (i.e., exterior building envelope, historic windows and doors, cement plaster, and interior dining room buffet and pocket doors) and treatment recommendations.

Task 2 Meetings and Deliverables

- Concept (Schematic) Design report and package for refined preferred conceptual design option, including drawings, narratives, and up to six (6) perspective renderings
- Conceptual project budget
- Civil site survey
- Geotechnical investigation and report
- Up to four (4) PMT meetings
- Up to three (3) community outreach events/equivalent activities (e.g., pop-up surveys, community meeting)
- One (1) focus group with Library staff
- Up to two (2) conceptual design options
- One (1) Technical Meeting (Planning and Building)
- One (1) Historic Resources Commission working session

TASK 3: DESIGN DEVELOPMENT (50% PLANS)

We will develop the 50% Design Development package including plans, elevations, building sections, renderings, and other documents that will describe the character and scale of the project components based on the approved concept design. We will conduct a second Integrated Design Workshop (IDW), where we will confirm selection of major building systems, cost analysis, maintenance requirements, and functional performance. Landscape, civil, structural, mechanical, plumbing, electrical, fire alarm/fire protection, and telecommunications/data consultants will refine the design of the site and building systems with close coordination between disciplines. We will provide an estimate of probable construction cost to reflect decisions made in this phase.

We will work closely with the historic consultant and the Historic Resources Commission to ensure the exterior rehabilitation, as further refined in the design development phase, complies with the Secretary of the Interior's Standard for Rehabilitation.

We will work with the PMT to set the furniture budget, develop furniture concepts, and select furniture that enhances the architectural design concept. Group 4 will work interactively with Library staff to translate program items (seating types, etc.) into specific furniture items and designs. We will meet with Library staff to review furniture options.

Task 3 Meetings and Deliverables

- Design Development (50%) package, including drawings and outline specifications
- Estimate of probable construction cost
- Up to four (4) PMT meetings
- One (1) focus group with Library staff
- One (1) Technical Meeting (Planning and Building)
- One (1) Historic Resources Commission presentation

TASK 4: 90% PLAN CHECK DOCUMENTS AND 100% BACKCHECK/BID SET

In this phase the building systems and design concepts will be developed with details and calculations. All building systems, including structural, mechanical, electrical, lighting design, interior design concepts, and finishes will be documented. We will conduct PMT meetings throughout this phase to ensure continued project team involvement in design decisions as the project is developed and conduct our third Integrated Design Workshop to confirm and coordinate the details of specified systems.

As part of this phase, we will support the City in preparing the Historic Exterior Modification application for presentation to the Historic Resources Commission. We will assist in the preparation of the permit application.

The Plan Check set will be submitted to the Library and Public Works CIP Engineering for review. This set will be the basis for the 90% estimate of probable construction cost.

We will revise the construction documents to reflect City and Library plan check review comments. We will prepare the Backcheck/Bid Set for submittal to the Library, Planning and Building, the Historic Resources Commission, and Public Works CIP Engineering.

We will update the estimate of probable construction cost as needed to reflect the Backcheck/Bid Set documents.

We will assist the City and Library with FFE bid/procurement packages.

Task 4 Meetings and Deliverables

- Plan Check package
- Backcheck/Bid Set, including drawings, specifications (CSI format), and structural calculations
- Historic Compatibility Analysis
- Assist with Historic Exterior Modification Application
- 90% and final estimates of probable construction cost
- Up to five (5) PMT meetings
- One (1) Technical Meeting (Planning and Building)
- One (1) Historic Resources Commission presentation
- Optional presentation to City Council

TASK 5: BIDDING, CONSTRUCTION ADMINISTRATION, AND CLOSEOUT

We will assist the City in advertising the project, responding to contractors' questions, preparing project addenda, evaluating bids, notifying the successful bidder, and collecting and reviewing bonds, insurance certificates, and construction schedules.

We will prepare for and conduct the preconstruction conference; help the Library monitor and document the project's progress for quality, cost, and liability control; and inform the City and the Library about project progress. We will respond to RFIs, review product submittals and shop drawings, analyze and assist in negotiation of change orders as needed, review pay requests, review the punch list, prepare final inspection reports, and attend regular construction meetings.

Group 4 will complete applicable certificates, review the contractor's record drawings, and collect and coordinate written warranties and maintenance manuals required of the contractor.

Task 5 Meetings and Deliverables

- Prebid meeting
- Preconstruction meeting
- Project addenda as needed
- Project conformed set
- Monthly construction site visits
- Responses to RFIs and Substitution Requests; ASIs, RFIs, submittals, etc.
- Compile record documents
- Optional City Council meeting – Award of Contract



OPTIONAL ADDITIONAL SERVICES

- Additional participation other than specifically included in Basic Services
 - Additional City Council, commission meetings
 - Additional community meetings
 - Focus groups, interviews
 - Community survey (online, paper-based, etc.)
 - Friends of the Library meetings
- LEED documentation, application, and certification-related services
- Design and fabrication services for children's thematic
- Historic Resource Evaluation Report
- CASp / ADA assessment/report
- CEQA-related services
- Hazardous materials assessment and/or abatement
- Grant application/ grant-writing services (e.g., California State Library grants; utility grants)

Additional assumptions, exclusions, and optional additional services are included with our proposed fees. See separate fee proposal package.



2024

JAN-FEB	MAR-APR	MAY-JUN	JUL-AUG	SEP-OCT	NOV-DEC	14-20 MONTHS
TASK 1: PRE-DESIGN	TASK 2: CONCEPT/SCHEMATIC DESIGN	TASK 3: DESIGN DEVELOPMENT		TASK 4: CONSTRUCTION DOCUMENTS		TASK 5: BIDDING, CA, CLOSEOUT
<ul style="list-style-type: none">▪ Project controls and communication tools▪ Review available documents and information▪ Site and building assessment▪ Preliminary project cost model▪ Program verification▪ Confirm project scope and budget▪ Confirm applicable historic registry requirements	<ul style="list-style-type: none">▪ Conceptual design options▪ Interior design values▪ Children’s Library visioning▪ Refine preferred design option▪ Interior/exterior renderings▪ Building system narratives▪ Preliminary code analysis▪ Technical meetings▪ Updated project cost model	<ul style="list-style-type: none">▪ Develop 50% design package — drawings, outline specifications▪ Technical meetings▪ 50% estimate of probable construction cost		<ul style="list-style-type: none">▪ Develop 90% plan check package — all disciplines▪ Technical meetings▪ 90% estimate of probable construction cost▪ Submit plan check set for Public Works CIP Engineering and Library staff review	<ul style="list-style-type: none">▪ Develop 100% backcheck/bid set▪ Submit backcheck set to Library, Planning and Building, HRC, Public Works CIP Engineering▪ FFE procurement package▪ Updated estimate of probable construction cost	<ul style="list-style-type: none">▪ Pre-bid meeting▪ Respond to bidders’ questions▪ Addenda▪ Attend pre-construction meeting, jobsite meetings + job inspection visits▪ Respond to RFIs▪ Review contractor submittals▪ Punch list review▪ Review furniture installation▪ Compile certificates, record drawings, warranties, manuals, etc.
PROJECT PARTICIPATION						
Project Management Team (PMT)						
Staff + Technical						
Stakeholders + Community						
Construction Meetings						
GROUND BREAKING						
RE-OPENING						

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FEE PROPOSAL

We have prepared a proposal schedule of fees for renovation of the Santa Ana Library based on our understanding of the project, the City's requested scope, and our experience on similar projects. Our proposed fees are included under separate cover along with our hourly rates and other related information. We welcome the opportunity to review our proposal in detail with you and to adjust it as needed to align with the City's needs and budget.

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Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

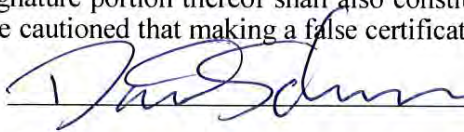
NON-COLLUSION AFFIDAVIT
 (Title 23 United States Code Section 112 and
 Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

 DAVID SCHNEE, PRINCIPAL

State of California

County of SAN MATEO

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

see next page

 Notary Public Signature

 Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS


The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm _____ Group 4 Architecture, Research + Planning, Inc.

Signed and Printed Name: _____ 

Title _____ Principal

Date _____ 15 November 2021

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

EXHIBIT C - PROPOSAL

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

Principal

Firm:

Group 4 Architecture, Research + Planning, Inc.

Date:

15 November 2021

EXHIBIT D COMPENSATION

1. COMPENSATION FOR BASIC SERVICES

- 1.A Compensation to the Consultant for Basic Services described in Exhibit A, shall be a stipulated sum of One Million Six Hundred Twenty Four Thousand, One Hundred and Thirty Two Dollars (\$1,624,132.00).

Consultant shall invoice the City monthly on a percent complete basis for work completed to date. Basic Compensation per project phase shall not exceed the following portions of the Basic Services compensation by Phase unless approved by the City.

Task 1 Pre-Design	\$ 93,214.00
Task 2 Schematic Design	\$ 241,724.00
Task 3 Design Development (50%)	\$ 322,300.00
Task 4 Construction Documents (90%/100%)	\$ 564,023.00
Task 5 Bidding, CA, Record Documents	\$402,873.00
Total Basic Compensation (Tasks 1-5)	\$1,624,132.00

At the start of this project the City has not yet determined a project or construction budget. The Consultant based the above fee for architectural, engineering, and related design services on an estimated construction budget of approximately \$17,900,000 (which was calculated using an allowance of \$450/sf applied across the full 39,790 existing square feet). This budget is intended to be an allowance for site, building envelope, interior architecture, building systems upgrades, FFE and related services. The fee and scope can be adjusted down or up to correspond to available funding and established project budget.

2. COMPENSATION FOR OPTIONAL SERVICES

- 2.A Compensation to the Consultant for Optional Services described in Exhibit A are not included in the Consultant's Scope of Basic Services. When authorized in writing by the City, the Consultant shall be compensated for Optional Services in addition to compensation for Basic Services and Reimbursable Expenses.

Option 1: Children's Thematics -Schematic Design/Procurement Package	\$ 65,000.00
Option 2: Elevator Design and Consulting Services Task 3-5	\$ 38,200.00
Maximum Compensation for Pre-negotiated Optional Services	\$103,200.00

3. COMPENSATION FOR ADDITIONAL SERVICES

- 3.A Compensation to the Consultant for Additional Services described in Exhibit A is in addition to compensation for Basic Services and Optional Services and shall be either at the hourly rates in Exhibit B2 or made as a negotiated stipulated sum. The rates in Exhibit B2 will be in effect through December 31st, 2022 and are subject to annual revisions at the start of each calendar year.

- 3.B Additional Services Contingency. This Agreement includes an allowance for other City authorized Additional Services:

Additional Services Allowance	\$200,000.00
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4. COMPENSATION FOR REIMBURSABLE EXPENSES

- 4.A Customary Reimbursable expenses described in Exhibit A are included in the compensation for Basic or Optional Services.

EXHIBIT D COMPENSATION

- 4.B Additional Reimbursable Expenses, related to the Project, when authorized by the City, whether for consultant, subconsultant, or City use, and are billable at 1.10 times direct cost. Reimbursable expenses are in addition to compensation for Basic Services, Optional Services and Additional Services in Exhibit A and shall not exceed

Additional Reimbursable Expense Allowance **\$ 35,000.00**

5. CONTRACT CONTINGENCY

- 5.A This Agreement includes a Contract Contingency Allowance that may be applied to Additional Services, Additional Reimbursable Expenses or other services or costs as approved by the City and mutually agreed to be the Consultant.

Contract Contingency **\$ 196,233**

Maximum Compensation for Basic Services, Optional Services, Additional Services Allowance, Additional Reimbursable Expense Allowance, and Contract Contingency shall not exceed \$2,158,565 without written authorization of the City.