



## CITY OF EL PASO DE ROBLES

*"The Pass of the Oaks"*

TO: INTERESTED INDIVIDUALS OR FIRMS

FROM: ANGELICA FORTIN, CITY LIBRARIAN

SUBJECT: INVITATION TO SUBMIT STATEMENTS OF QUALIFICATIONS AND PROPOSALS TO THE CITY OF PASO ROBLES TO PROVIDE FACILITY PLANNING SERVICES FOR THE PASO ROBLES CITY LIBRARY

DATE: March 3, 2017

The attached Request for Qualifications and Proposals (RFQ/P) describes the general project background and scope of services for the development of a Library Facilities Master Plan to address the current and future facility needs of the Paso Robles City Library.

Interested parties are invited to submit Statements of Qualifications and proposals. Submit six (6) bound copies.

Statements of Qualification and proposals are due by 5:00 p.m. on Monday, April 17, 2017 and should be addressed to:

City of Paso Robles  
Community Services Department  
Attention: Angelica Fortin, City Librarian  
1000 Spring Street  
Paso Robles, CA. 93446

Please mark the envelope: "Statement of Qualifications and Proposal to Provide Facility Planning Services for the Paso Robles City Library."

**REQUEST FOR QUALIFICATIONS AND PROPOSALS TO PROVIDE FACILITY PLANNING SERVICES  
FOR THE PASO ROBLES CITY LIBRARY**

**I. SUBMITTAL DATA**

All Statements of Qualifications and proposals must be received by mail, recognized carrier or hand delivered, not later than 5 p.m. on Monday, April 17, 2017, at City Hall, 1000 Spring Street, Paso Robles. Submit six (6) bound copies.

- Costs of preparation of qualification package and proposal shall be borne by individual or firm making the proposal.
- This request does not constitute an offer of employment or a contract for services.
- All questions and correspondence should be directed to:

Angelica Fortin, City Librarian  
City Hall  
1000 Spring Street  
Paso Robles, CA 93446  
805-227-7539  
e-mail: afortin@prcity.com

Please note on the envelope:

“Statement of Qualifications and Proposal to Provide Facility Planning Services for  
the Paso Robles City Library.”

**II. SELECTION PROCESS**

- An individual or firm will be selected based upon staff review of the qualifications and the possible presentation of the proposals to the City Council.
- Selected staff will be evaluating such factors as:
  - 1) Demonstrated expertise and experience in the area of library facility planning.
  - 2) Project understanding and identification of key issues.
  - 3) The ability to perform the desired services within a specified time frame.
  - 4) A record of satisfactory work associated with projects of this type performed for either this City or other agencies, and completeness in responding to the RFQ/P.
- All responses to this Request for Qualifications and other material submitted to the City in response to this request become the property of the City.

### III. GENERAL BACKGROUND

From 1907 to 1995, the Paso Robles City Library was located in the center of the Downtown City Park in a historic Carnegie Library building. In 1995, City Library services moved into the lower floor of a newly built two-story, 28,695 square foot building across the street.

Facility Planning studies had indicated that a 30,000 sq. ft. building would be needed by 2010 for the then projected population of 35,000 people. The plan was ultimately to have the Library occupy the entire 28,695 square foot building. Having built the new library on the site of City Hall, it was also understood that City Hall would occupy the 2<sup>nd</sup> floor of the building and utilize the Conference Room on the ground floor for City business for the first 10 years of operation, during which time a new City Hall would be built. However, due to the economic downturn and subsequent recession, a new City Hall was not built. The Library continues operations in the remaining 18,687 square feet of the buildings lower level.

The Paso Robles City Library also provides satellite services for youth at a leased 1,920 square foot facility on the north end of Paso Robles. At this Library Study Center, local youth can access homework help, computers, and non-browsing collections four days a week for two hours per day. In addition, the Library collaborates with local organizations such as Literacy for Life and Cuesta Community College to offer adult literacy and ESL resources during non-library use hours. Together, the Paso Robles City Library and Library Study Center serve a population of 30,450. Population projections are estimated 44,000 by 2025.

Physically, the Library holds 67,200 items with additional access to electronic collections. Twelve public access computers at the Library, four computers at the Library Study Center, and Wi-Fi accessibility at both sites provide the community with access to the Internet with a reported 30,903 internet session in Fiscal Year 2015-16. Circulation has been steady the last several years with 277,085 items circulating during the last Fiscal Year. As a member of the Black Gold Library Consortium, the Paso Robles City Library shares its collections with member libraries, loaning out and receiving material for local circulation three times per week. Open 57 public service hours per week, three full time staff, 10 part-time staff and approximately 100 volunteers ensure services and programming are available. With a modest operating budget, Library technology such as receipt printers, personal hotspots for checkout, and an online calendar of events, have only been introduced in the last year with plans to continue investigating potential for improvements in service.

In 2014, an Impact Fee Justification Study was conducted and adopted by City Council. This report included an allocation of development impact fees to be utilized for future library expansion -- new residential development is expected to increase the demand for library services and resources. Consistent with the original plan for the expansion of the Library to the 2<sup>nd</sup> floor of the existing building, the total anticipated net library facility cost of \$4,695,107 including acquisition of materials, is expected to be financed 100% by new development. This funding, along with all other Development Impact fee funding for identified city facility/infrastructure needs as outlined in the 2014 study, are currently undergoing review by the City's Housing Constraints and Opportunities Committee.

The Paso Robles City Library now seeks to develop a Library Facilities Master Plan to address the needs of Library services in the growing community. This project will include an assessment of current services and facilities as well as exploration of future possibilities with a resulting Library Facilities Master Plan to guide future expansion.

#### IV. OBJECTIVES

The individual(s) or firm(s) selected will work directly with the Community Services Department and other key City Departments and Committees that may be identified during the course of the project. The proposer will be responsible for planning services to include:

- Assessment of current library facilities for effectiveness.
- Projecting forward and assessing future library facility needs keeping in mind:
  - Population growth
  - Community feedback/needs
  - Future service opportunities
  - Expected funding levels

The result of these assessments must result in the creation of a Library Facilities Master Plan.

As part of the assessment and approval process, the individual(s) or firms(s) will be requested to be present and provide input at relevant City meetings, such as the Housing Constraints and Opportunities Committee meetings and City Council meetings.

#### V. REQUIRED FORMAT

Statements of Qualifications and Proposals shall include all of the following:

- A. A statement reflecting the individual's or firm's understanding of the scope of the issues to be addressed.
- B. An outline of the proposed approach to addressing the City's requirements.
- C. Identification of the specific person(s) who would be assigned to the City's project.
- D. Qualifications of assigned personnel
- E. Identification of available support resources as applicable.
- F. Identification of any sub consultants to the person or firm providing service to the City, including resumes or qualifications of individuals or the firm as applicable.
- G. A list of public agencies or private entities to which the proposer and the particular personnel proposed for the City's project have or are currently providing planning services, including a description of the project and the name and phone number of a person the City can contact for a reference.

- H. Proof of commercial general liability, automobile liability and professional liability insurance as required in City's contract.
- I. ANY AND ALL EXCEPTIONS TO THE CITY'S ATTACHED CONTRACT FORM OR SCOPE OF SERVICES. PROPOSERS WILL BE DEEMED TO HAVE ACCEPTED ALL CONTRACT TERMS TO WHICH NO EXCEPTION IS TAKEN IN THE PROPOSAL.
- J. A fee proposal including all fees, including sub consultant fees, reimbursable expenses and costs to provide the services described in this RFQ/P and the attached contract form.

**THE FEE PROPOSAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE.**

## VI. PROPOSED TERMS

### 1.0 Scope of Work

The City is seeking a firm or individual who can supply a current facility needs assessment and future facility planning services.

### 2.0 Required Time Frames

Applying individuals or firms must be able to complete the project within a 120-working day period.

### 3.0 Payment Schedule

Upon completion of specific portions of work outlined in an accepted contract and submittal of an invoice in form acceptable to the City, payment will be made within 30 calendar days for that portion of the completed work. No partial payments for incomplete services will be made.

### 4.0 Contract Requirement

The City will enter into a contract with the selected individual or firm in the form attached to this Request for Qualifications and Proposal. By entering into the agreement, the individual or firm selected shall warrant that he/she possesses all capital and other equipment, labor, and materials to carry out and complete the work in compliance with all Federal, State, County, City Laws, Ordinances, and Regulations.

[INSERT DATE]

[INSERT NAME]

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP]

Dear [INSERT NAME]:

Letter Agreement for Library Facilities Planning Services

This letter shall be our Agreement (“Letter Agreement”) regarding the Facility Assessment and Planning Services described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Consultant”) as an independent contractor to the City of El Paso de Robles (the “City”) for the City’s Library Facility Master Plan (“Project”). Consultant is retained as independent contractor and is not an employee of the City. City and Consultant are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided include the following: Current facility needs assessment and future facilities planning services. [IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS LETTER AGREEMENT, MARK IT AS EXHIBIT “A”, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.] Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the City in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows:  
[INSERT NAMES]

Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$ [INSERT RATES FOR EACH TYPE OF

EMPLOYEE TO BE USED, OR IF THE CONSULTANT HAS A RATE SHEET, MARK IT AS EXHIBIT “ \_\_\_ ” AND ATTACH IT, AND REPLACE THIS SENTENCE WITH THE FOLLOWING: Compensation shall be based on the actual amount of time spend in adequately performing the Services and shall be billed at the hourly rate(s) described in the Consultant’s rate sheet, attached hereto as Exhibit “ \_\_\_ ” and incorporated herein by reference]. The total compensation shall not exceed \$[INSERT DOLLAR AMOUNT] without written approval of the Director of the Community Services Department OR CITY MANAGER. Consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the City on a monthly basis as performance of the Services progresses. The City shall review and pay the approved charges on such invoices in a timely manner.

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 are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. 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.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Consultant shall provide proof of commercial general liability, business auto liability, and professional liability/errors and omissions insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. The City, its elected officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Consultant’s policies of commercial general liability and automobile liability insurance. If Consultant is an employer or otherwise hires one or more employees during the term of this Project, Consultant shall also provide proof of workers compensation coverage for such employees, which meets all requirements of State law, with endorsements and conditions required by the City.

The City may terminate this Letter Agreement at any time with or without cause. If the City

finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. 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. Consultant's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements; all emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) or other governmental agencies; and all water quality laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the City.

By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the



provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify City against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in San Luis Obispo County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the City, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**CITY OF EL PASO DE ROBLES**

*Approved By:*

\_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
City Attorney

Reviewed By:

\_\_\_\_\_  
City Project Manager  
\_\_\_\_\_

**[INSERT CONSULTANT NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date