



CITY OF ESCONDIDO **CONSULTING AGREEMENT**

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Laura McLin
760-271-3780
("CITY")

And: IDS GROUP, INC.
a California corporation
1 Peters Canyon Road, Suite 130
Irvine, CA 92606
Attn: Said Hilmy
949-387-8500
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide architectural and engineering services related to the Escondido Public Library Critical Infrastructure & Modernization Project ("Project");

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$747,000**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of 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 subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. The Parties acknowledge that Infrastructure Grant ("Grant") funds awarded and administered by the California State Library System ("Awarding Agency") will be used to fund all or a portion of this Agreement. The CONSULTANT shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such federal funds.

26. Equal Employment Opportunity. During the performance of this Agreement, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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.
- b. The CONSULTANT will, 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, sexual orientation, gender identity, or national origin.
- c. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.
- d. The CONSULTANT will send to each labor union or representative of workers with which he 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.
- e. The CONSULTANT will 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.
- f. The CONSULTANT will 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 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.
- g. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The CONSULTANT will include the portion of the sentence immediately preceding subpart a of this section and the provisions of subparts a through h in every subcontract or purchase order unless exempted 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 subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

27. Compliance with the Davis-Bacon Act.

- i. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The CONSULTANT shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- j. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- k. Additionally, contractors are required to pay wages not less than once a week.

28. Compliance with the Copeland "Anti-Kickback" Act.

- l. Contractor. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- m. Subcontracts. The CONSULTANT and any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- n. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. Clean Air Act. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Awarding Agency.

30. Federal Water Pollution Control Act. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Awarding Agency.

31. Debarment and Suspension.

- o. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- p. CONSULTANT shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CONSULTANT enters into.
- q. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- r. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- s. Prior to entering into this Agreement, CONSULTANT shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each

tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Awarding Agency.

- t. Required Certification. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with a completed Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying. A blank Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Agreement as Attachment "C" and incorporated herein by this reference.

- 33. Procurement of Recovered Materials. In the performance of this Agreement, CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, located at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. CONSULTANT shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 34. Access to Records. The following access to records requirements apply to this Agreement: (1) CONSULTANT agrees to provide the CITY, the Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONSULTANT agrees to provide the Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, the CITY and CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Awarding Agency Administrator or the Comptroller General of the United States.
- 35. Awarding Agency Seal, Logo, and Flags. CONSULTANT shall not use the Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Awarding Agency officials without specific Awarding Agency pre-approval.
- 36. No Obligation by Federal Government. The United States Federal Government is not a party to this Agreement and is not subject to any obligations or Agreement to the CITY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.
- 37. Program Fraud and False or Fraudulent Statements or Related Acts. CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONSULTANT's actions pertaining to this Agreement.
- 38. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed

contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

39. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

IDS GROUP, INC.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

IDS Group, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's Escondido Public Library Critical Infrastructure & Modernization Project ("Project").

B. Location

Consultant to provide services located at the City's Escondido Public Library, 239 S. Kalmia Street, Escondido, CA 92025 ("Project Site") and at Escondido City Hall located at 201 N. Broadway, Escondido, CA 92025.

C. Services

Consultant shall provide services in accordance with Consultant's proposal, which is attached to this Scope of Work as **Exhibit 1** and incorporated herein by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail.

Consultant shall provide design-bid-build architectural services to successfully complete the Project. Consultant shall provide complete architectural and related engineering documents necessary for construction, including drawings, details, and specifications as well as construction administration support thru delivery. These plans shall take into account the expected uses, existing/modified fixtures and utilities, site considerations, visual appeal, environmental sustainability, and impacts of construction. Consultant shall prepare, submit, and secure all permits and regulatory approvals.

The scope of services anticipated for this Project may include, but are not limited to:

1. Design Management and Coordination

Provide all the services to manage the Project through completion. The work shall include, but not be limited to the following tasks:

- a. Provision of all design management and quality control services throughout the duration of the Project, including coordination with the City's Construction Manager and outside agencies/utility departments. The Consultant shall deliver a high-quality product within budget and on schedule.
- b. Coordinate, attend, and prepare design meeting minutes for the Project kick-off meeting and bi-weekly meetings with City staff and related consultants.
- c. Coordinate meetings with the City to discuss the Project, present design options, review alternatives, etc.
- d. Coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
- e. Provide monthly design progress schedule updates in conjunction with submittals of invoices.
- f. Make up to five presentations to the City Council, Library Board, and/or the public, as required, and at regularly scheduled design meetings, as directed by the City.

Deliverables:

- Project Schedule and Updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle.
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for meetings

2. Design & Engineering Services

In performance of the required design services, the Consultant shall have City is experience in consensus driven Conceptual Design, Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning. Project design and engineering services shall include:

- a. Hazardous material report of the existing 56,544 SF Library facility.
- b. Topographic and civil survey of the site in support of any needed path of travel scope which may be required as a result of the renovation.
- c. Produce drawings and include contents therein based on AIA standards for Conceptual Design, Schematic Design, Design Development, and Construction Documents.
- d. The work shall be performed in accordance with all of the latest applicable codes, standards, and regulations.
- e. Development of Complete Specifications (including Division 01, and project specific modifications to the City General Provisions and Special Provisions)
 - i. Architectural Design
 - ii. Civil Engineering and Landscape Design as applicable
 - iii. Structural Engineering (including structural analysis of existing facility)
 - iv. Mechanical Engineering
 - v. Plumbing Engineering
 - vi. Electrical Engineering
 - vii. Low Voltage (Structured Cabling Systems)
 - viii. Audio Visual Design
 - ix. Lighting Design
 - x. Signage & Graphics Design
 - xi. Codes and Accessibility Compliance
 - xii. Waterproofing as applicable
 - xiii. Security Systems (basis of design for design build delivery) as applicable
 - xiv. Fire Alarm Systems (basis of design for design build delivery) as applicable
 - xv. Building Management Systems (BMS) (basis of design for design build delivery) as applicable
 - xvi. Utility coordination and inclusion in documents as applicable
 - xvii. Interior Design
 - xviii. Furniture, Fixtures and Equipment Design and Procurement Management
 - xix. Coordination with City Facilities Management personnel and assigned Construction Manager
 - xx. Construction Administration (assume 1 OAC meeting on-site per week for 12 months of construction)
 - xxi. Title 24/ CalGREEN Commissioning
- f. Conceptual, schematic, and design development packages with respective cost

estimates at each stage, as well as a 50%, 80%, and 100% construction document submittal packages for review. An additional cost estimate shall be incorporated only at the 80% construction document stage.

- g. Prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size and shall be signed by the architect and engineer of record, licensed in the State of California.
- h. The plans shall be produced using the most current version of AutoCAD and/or Revit.
- i. Specifications shall be written in Greenbook format. The City will provide templates for general provisions. The Consultant will be responsible for producing all special provisions with bid items descriptions and technical specifications in the appropriate format.
- j. The schedule of items shall address the full scope of work, and shall indicate accurate quantities in support of the Architect's Estimate.
- k. The Consultant shall submit plans to the City and revisions as needed for permitting.
- l. Plans shall be completed and ready for building permit, to be pulled by the construction contractor.

Deliverables:

- a. PS&E submittals in electronic format (PDF, AutoCAD, Word and Excel) for the following:
 - i. Conceptual Design package and cost estimate
 - ii. Schematic Design package and cost estimate
 - 1. This should additionally include item such as engineering, slop, drainage, historic preservation, and/or soils.
 - iii. Design Development design package and cost estimate
 - iv. Construction Document design package (with specifications) at 50%, 80% and 100%. The 80% CD package shall include a cost estimate.
- b. 3D renderings should accompany the above design packages to visually illustrate design concepts, site plans and interiors.
- c. A letter report summarizing review comments and the resolution of the review comments
- d. Final bid documents in electronic and PDF format
- e. Final Permit Set of Construction Drawings

3. Public Outreach

In the conceptual or schematic phase, the Consultant will deliver outreach support services aimed at informing the public about the Project and actively seeking their input through a listening event. Additionally, the Consultant will offer an online survey as an extra avenue for community feedback collection. Consultant shall review and summarize all outreach services into a consolidated report with key findings for City review and use.

4. Contractor Bidding

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect and/or its subconsultants shall provide services including, but not limited to, the following:

1. Issue Construction Documents and Specifications to the City
2. Attend an internal bid process planning meeting with the City and stakeholders
3. Attend pre-bid conference and job walk with potential bidders
4. Review and respond to all Bid RFI's and Substitution Requests
5. Produce and provide all necessary Addenda including but not limited to narratives, RFI responses, changes, details, new sheets, and specifications. The Information provided shall be clouded and delta stamped
6. Assist in reviewing prime contractor bids for correctness and completeness
7. Participate in the pre-construction meeting(s)
8. Assist City and Construction Manager in the evaluation of contractor bids

5. Furniture Design and Procurement Services

In the furniture design and management phase of the Project, the Project A&E shall provide the following services necessary to design, negotiate and secure competitive pricing and services required for the Project.

The City desires all furniture selections be made from CMAS, US Communities, or other GSA approved pre-negotiated furniture listing, to the extent possible.

1. Needs Assessment
 - a. Meet with key representatives of the Project to define goals for obtaining furniture for the Project, including image, function budget and schedule
 - b. Prepare an initial overall Project furniture budget and schedule for review and approval by the City
 - c. Review the work processes for all staff to assist the Architect in designing typical workstation layouts that meet the functional needs of the City
 - d. Perform an inventory of all existing FF&E and make recommendations for re-use in the renovated space.
2. Design and Documentation Preparation
 - a. Present private office and workstation images and ancillary furniture of the products for City review
 - b. Develop descriptive criteria for the furniture design intent
 - c. Develop furniture setting plans for the entire Project
 - d. Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off from list prices, etc.
 - e. Finalize with the City and the dealer the final configuration and specifications of these products
 - f. Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer is to provide a color board for review and approval by the City
 - g. Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer
 - h. Undertake a comparison analysis of the furniture final costs with the established budget

- i. The Dealer will be responsible for providing detailed specifications
-
3. Procurement Process
 - a. Develop a comprehensive FF&E budget for all materials proposed.
 - b. Oversee the price negotiation, manufacture, and delivery schedule for all FF&E.
 - c. Prepare and provide adequate information for the issuance of Purchase Orders by the City.
 - d. Review dealer provided Project schedule in coordination with the Master Project Schedule and the General Contractor's construction schedule
 - e. Coordinate with the City and Contractor and FF&E distributor for final delivery and installation dates.
 - f. Coordinate any power and/or low voltage requirements between Contractor and FF&E installations.

Upon completion of installation, the Project Architect shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

6. Construction Administration

- a. Attend weekly OAC meetings, as directed by the City to respond to questions concerning the plans, specifications and estimates.
- b. Review and provide input on the construction schedule, as needed.
- c. A&E shall be available for on-site visits, as necessary, in response to questions arising from the progress of the work.
- d. The consultant shall review all material submittals and shop drawings as required by the Special Provisions and Technical Specifications.
- e. Respond to Request for Information (RFIs) from the contractor and prepare modifications or revisions as required. This will include utilizing a document management software that will be provided by the Project management team.
- f. The City shall not be billed for, nor shall it pay for responding to Request for Information (RFIs) or any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
- g. The consultant shall assist the City in the preparation of contract change orders, including time impact and independent cost analysis, as necessary.
- h. The consultant shall participate in the final walk through of the constructed Project and assist in the preparation of "punch list" items in need of work.
- i. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Laura McLin at 760-271-3780 or lmcclin@escondido.org. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$747,000**. Contractor shall not execute deductive alternate line item 13, Haz-Mat Survey, at a cost of \$6,000 per Exhibit 1 without prior written consent from the City. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through filing of the Notice of Completion for the Project as authorized by the City Council.

G. Other

Consultant understands and acknowledges that California Building Forward Grant funds will be used in whole to pay for services under this Agreement. Accordingly, Consultant agrees to comply with all City requests relating to the Award Agreement entered into by the City and the California State Library (Agreement No. BF-1-21-019), which is attached hereto as **Exhibit 2** and incorporated herein by this reference. Furthermore, Consultant shall comply with all applicable requirements stated in Exhibit 2, including but not limited to the following:

1. **Audit and Records Access:** At the City's direction, Consultant shall allow the State Library, the Department of General Services, the State Auditor, or their designated representatives the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of five years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.
2. **Non-Discrimination Clause:** During the term of this Agreement, Consultant (including any subconsultants and subcontractors) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment. Additionally, Consultant, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations

or standards adopted by the State Library to implement such article. Consultant shall Resolution No. 2023-86 Exhibit "A" Page 14 of 16 490 Item14. Consulting Agreement (v2) - 15 - CAO:2/16/2023 permit access by representatives of the Department of Civil Rights and the State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Library shall require ascertaining compliance with this clause. Consultant, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work for the Project.

3. Insurance Requirements: Consultant shall comply with the insurance requirements as described in Exhibit B (ADDITIONAL TERMS AND CONDITIONS) of Exhibit 2.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. John Silber, Principal Architect, john.silber@idsgi.com, IDS Group, Inc.;
2. Said Hilmy, Principal-In-Charge, said.hilmy@idsgi.com, IDS Group, Inc.;
3. Shelley Sivak, Project manager, shelley.silval@idsgi.com, IDS Group, Inc.;
4. Eduardo Fabros, Project Designer, eduardo.fabros@idsgi.com, IDS Group, Inc.;
5. Adrian Anderson, Lead Civil Engineer, adrain.anderson@idsgi.com, IDS Group, Inc.;
6. Song Brander, Architect, aong.brander@idsgi.com, IDS Group, Inc.;
7. Daniel Park, Project Designer, daniel.park@idsgi.com, IDS Group, Inc.;
8. Darren Smith, Lead Mechanical Engineer, dareen.smith@idsgi.com, IDS Group, Inc.;
9. Matthew Miller, Architect, matthew.miller@idsgi.com, IDS Group, Inc.;
10. Dion Vasquez, Job Captain, dion.vasquez@idsgi.com, IDS Group, Inc.;
11. Steven Collins, Lead Electrical Engineer, steven.collins@idsgi.com, IDS Group, Inc.;
12. Juan Acuna, Job Captain, juan.acuna@idsgi.com, IDS Group, Inc.;
13. Bradley Mansfield, QA/QC & Community Engagement Lead, bradely.mansfield@idsgi.com, IDS Group, Inc.; and
14. Victor Mercado, Lead Structural Engineer, victor.mercado@idsgi.com, IDS Group, Inc.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

IDS Group Inc.

ATTACHMENT "C"

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 an 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 an officer or employee of any 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, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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.

IDS Group, Inc., a California corporation ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date



Design Services for Escondido Library Critical Infrastructure & Modernization Project

RFP NO. 24-11

Revised:
December 29, 2023

Submitted by:



1 Peters Canyon Road, Suite 130, Irvine, CA 92606
T: 949.387.8500 ▲ F: 949.387.0800 ▲ www.idsgi.com

Table of Contents

| | |
|--|----|
| Addendum #1 | ii |
| A. Cover Letter | 1 |
| B. Contact Information and Experience..... | 3 |
| C. Qualifications and Experience..... | 4 |
| Library Experience..... | 18 |
| References..... | 21 |
| Litigation..... | 21 |
| D. Project Understanding and Approach..... | 22 |
| E. Schedule of Services..... | 33 |
| F. Fee..... | 36 |
| G. Subconsultants..... | 37 |
| H. Additional Information..... | 39 |

ANSWER: City will provide FCA document to consultant following selection/award.

31. According to the Library Background description on the second page of the RFP the primary goal of the project is to address and upgrade failing critical building systems. Where does the Furniture Design and Procurement Services fit into the scope of work?

ANSWER: Following upgrades to critical infrastructure components, FF&E may be part of the aesthetic upgrades.

32. In our submittals, we typically include covers and tab dividers for each section. Can you please confirm these pages will **not** be included in the 50-page limit per the RFP?

ANSWER: These will not be included in the page limit.

Revisions by:

Laura McLin
Laura McLin, Management Analyst II
Public Works, Building Maintenance

November 6, 2023
Date

The undersigned acknowledges receipt of Addendum No. 1 and has included same in the proposal. Contractor shall sign this and all other addendums, and this and all other addendums shall be physically attached to the bid package submitted prior to the time of the bid opening. Failure to do so may result in the bid being deemed unresponsive.

RECEIPT ACKNOWLEDGED:

And H. [Signature]
Signature

November 15, 2023
Date



A. Cover Letter

November 15, 2023

Ms. Laura McLin
Management Analyst II
City of Escondido - Public Works
201 N. Broadway
Escondido, CA 92025

Sent via email: lmclin@escondido.org

SUBJECT: Design Services for Escondido Library - Critical Infrastructure & Modernization Project
RFP No: 24-11

Dear Ms. McLin and Members of the Review Committee:

The City of Escondido has an amazing opportunity to revitalize its beloved library into a culturally diverse lifelong learning environment. Libraries today need not just focus on extending useful life but, more importantly, how libraries are a lifeline to the community from a social, learning, and inclusive perspective. While working with local public agencies to enhance their existing library facilities, IDS Group (IDS) has taken the opportunity to reset client stakeholders expectation and help them to reposition libraries to their modern role, redefining aesthetics relative to the enjoyment or study of beauty. Beyond essential enhancements, libraries need transformational change that speaks to the communities they purposefully serve.

IDS will implement as many of the Escondido Public Library Strategic Plan 2022 facility goals with an initial focus on the first-floor facility objectives. Priority setting is necessary for this project and it will be in close collaboration with the City staff -- especially the librarians -- and the Construction Manager. The community engagement process will play a key role in making critical decisions early on in the development of the project design.

IDS approaches every project with the goal of implementing an integrated and efficient design while considering initial installation and maintenance costs over the project's lifespan. Utilizing an integrated business model, the IDS team will include staff who bring best practices in library design identified in this RFP. Our staff has the technical capabilities in the areas of site assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing library facilities.

IDS' value and commitment to the City of Escondido

- **Team Leadership:** IDS' Principal Architect, Mr. John Silber, AIA, has over 30 years of experience and is a dedicated proponent of innovative design, expansion, maintenance, and re-purposing of library environments. Leading the IDS project team and subconsultant partners will be Ms. Shelley, Sivak, RA, LEED AP.



Ms. Laura McLin
November 15, 2023

Page 2

Over the last four years, Ms. Sivak has project managed five of IDS' library projects. She is an attentive and proactive Architect who will help the City prioritize the necessary critical building systems and aesthetic enhancements within the grant funded program. Ms. Sivak will guide the project team through the design phases and share progress with the City and community stakeholders for input to redefine the Escondido Library identity.

- **Multi-discipline Firm:** IDS is an architectural-engineering firm that is positioned to meet the City's needs where efficiencies come from local team members A/E under one roof.
- **In-house Cost Estimating:** IDS' cost estimating information gets updated on a regular basis from in-process construction monitoring and is more current than RS Means' and Whitestone Research models.
- **Sustainability Design:** IDS is dedicated to sustainability and energy saving practices and incorporates them into our designs, studies, and recommendations.
- **Repeat Clientele:** Since our inception IDS Group has completed numerous architectural and engineering projects; a testament to the quality of our customer service is that approximately 80% of our clientele is repeat business. We have a proven record of working on an array of rehabilitation and renovation projects across Southern California.

IDS takes no exceptions to the terms and requirements of the RFP including the terms mentioned in Exhibit A. IDS has the ability to obtain insurance as described in Exhibit A.

IDS appreciates the opportunity to submit these qualifications and for the City of Escondido to review our library expertise. If you should have any questions please call Mr. John Silber, AIA, project point-of-contact. He can be reached at (949) 387-8500 ext. 154 or john.silber@idsgi.com. Mr. Said Hilmy, PhD, SE, LEED AP, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for the City and will negotiate and contractually bind the firm regarding matters pertaining to this Proposal. If you require further information, please contact him directly at 949.387.8500 ext. 116 or said.hilmy@idsgi.com.

Sincerely,

IDS Group

A handwritten signature in blue ink, appearing to read "John Silber".

John Silber, AIA
Principal Architect

A handwritten signature in blue ink, appearing to read "Said Hilmy".

Said Hilmy, Ph.D., SE, LEED AP
Principal-in-Charge / Contract Administrator

Cc: Shelley Sivak, RA, LEED AP - IDS Project Manager

B. Contact Information & Experience



Multidiscipline Architecture-Engineering Consulting Firm

IDS is a multi-disciplinary architecture-engineering (A/E) consulting firm designing context-sensitive parks and recreation improvements and facility solutions that maximize value, efficiency, and resiliency.

With a staff of 85 located in offices throughout Southern California, IDS provides integrated design services through our in-house specialized divisions including architecture, landscape architecture civil, structural, mechanical, plumbing, and electrical engineering, and cost estimation services. Our full-array of technical disciplines provides a seamless team as well as innovative solutions stemming from multi-disciplinary A/E collaboration to achieve project goals and objectives.

| Business Information | |
|----------------------|--|
| Company Ownership | IDS is a California Corporation |
| Office Locations | IDS Group, Inc. Corporate Office 1 Peters Canyon Road, Suite 130 Irvine, California 92606 T: 949.387.8500 San Diego Office 336 Encinitas Boulevard, Suite 110 Encinitas, CA 92024 T: 619.768.6784 |
| Number of Employees | 85 |
| Business License | City of Irvine Business License #: 501775 |

C. Qualifications

IDS Group, Inc. (IDS) is a multidisciplinary architectural and engineering consulting firm with roots spanning over 60 years. With a staff of approximately 85 professionals, our integrated design team provides added value through our specialized divisions – architecture and structural, civil, mechanical, plumbing, and electrical engineering, as well as cost estimating services, maximizing service efficiency. IDS is committed to project excellence, providing turnkey design solutions to the building and infrastructure industries.

IDS incorporates sustainable, energy-efficient, and environmentally conscious designs as a significant component of each project. We are recognized for our use of water-efficient plant materials, recycled materials, and water-efficient irrigation systems. IDS is a member of the Green Building Council, on design teams for LEED-certified building projects, and employs numerous full-time LEED Accredited Professionals.

IDS is headquartered in Irvine, CA with offices in Los Angeles and San Diego, ensuring local knowledge and providing our clients with quick response time. As a multi-disciplinary engineering and architectural firm, IDS has the practical knowledge, insight, and resources to offer comprehensive services and specialized solutions to our clients.

In-House Engineering and Architectural Services

“IDS” stands for Integrated Design Services, as our service delivery model. We bring a broad architectural and engineering understanding, inherent curiosity, and sound technical expertise, and then apply these skills to each project’s unique set of circumstances.

IDS’ In-House Technical Capabilities

Architecture

IDS’ architectural division provides design, planning, programming, project management, and renovation services to public and private clients throughout California. Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, ZNE, LEED, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities.

Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities. Project experience of IDS staff encompasses new construction, renovation, re-adaptation, and tenant improvements to a variety of building types.



PROVIDING INTEGRATED DESIGN SERVICES

WHY IDS

Large enough to deliver....

Our staff includes over 70 professionals

We have the capacity to deliver on small, large, complex, essential and 24/7 facilities

Value-Added Services....

Our practice delivers added value by providing access to multiple in-house disciplines through a single point of contact

In-house experienced
Healthcare A/E

Unparalleled Technical Experience....

Numerous public works design and improvement projects

Wide array of in-house design services from civil, structural, architecture, mechanical, plumbing, electrical and cost estimating

Landscape Architecture

IDS has an award-winning and dedicated team that specializes in building healthy places for communities through the practices of landscape architecture, community engagement and ecological restoration. The team focuses on the relationship between land and people because where we believe that a community is are only as healthy as our surroundings. Most of the team's work lies in municipalities, counties and other California agencies working closely with clients and stakeholder groups to design and build healthy communities and improve quality of life. The projects the IDS team designs:

- Draw from and respect the natural and cultural environment.
- Interpret the histories of the land and people through materials and sometimes art and improve the natural ecological systems.
- Specialized expertise includes historic preservation, adaptive re-use, cultural landscapes, cultural and natural history interpretation, ecological restoration, sustainable design, drought tolerant planting, low water irrigation systems, and context-integrated design.

Civil Engineering: IDS has an in-house team specialized civil engineering design, planning and entitlement, surveying and mapping, construction survey, LEED, sustainable design, construction administration, and traffic engineering services to public agencies, owners, and developers of retail, commercial, office, industrial, institutional, and residential projects throughout the United States.

Mechanical and Plumbing Engineering:

The mechanical engineering division of IDS is comprised of experienced professional engineers (30+ years) and designers who are experts in the fields of heating, ventilating, air conditioning (HVAC), plumbing, piping, and fire protection. Our services included the renovation and replacement of air conditioning and mechanical/electrical systems for existing buildings.

We provide site investigations, calculations, and analysis to determine the most appropriate and cost-effective replacement systems. We have expertise in applying all applicable codes and guidelines, and routinely participates in code committees. Our project managers have completed feasibility studies, economic analysis, conceptual and detailed designs for the heating, ventilating, air conditioning (HVAC), plumbing and piping systems.

Electrical Engineering: The electrical engineering division of IDS (formerly DGM & Associates) was established in 1992. With extensive experience in the preparation of engineering studies and analyses, plan review, drawings, and specifications for new construction projects adhering to electrical code compliance, conducting electrical power consumption studies and field investigations, and providing construction cost estimates, concept studies and reports, and post-construction support for electrical engineering projects.

Solutions

through
integrated design



Structural Engineering: Our structural engineering division is a recognized leader in the design, assessment, review, and retrofit of buildings. The team is at the forefront of new building designs utilizing steel, concrete, and masonry. Services also include the assessment and retrofit of different building types and sizes, the evaluation and repair of distressed structures, peer and plan review, constructability review, and forensic engineering. Our team has been honored by the Structural Engineers Association of Southern California (SEAOSC) with over twenty (20) “Excellence in Structural Engineering” awards for innovative and outstanding design.

Cost Estimating: Our in-house cost estimator is experienced in supporting both new construction and complex renovation projects and possess extensive knowledge of a variety of tenant improvement types. Utilizing the latest in cost control methods, IDS ensures clients’ projects are well planned and expertly executed. In the delivery of its cost services, IDS provides reliable, accurate estimates while meeting its client’s most critical deadlines.

Experience with Value Engineering, Life Cycle Cost Analysis, and Bid Alternate Designation: By doing cost estimating in house IDS can identify opportunities for alternate bids that will provide flexibility for our clients as they strike the balance between scope of the construction and the cost of construction. The first path to value engineering savings is constructability. Our construction cost estimator also provides an internal constructability review, and this allows IDS to weed out designs that will later prove impractical to build and hence more expensive to build. The second path to value engineering is the search for alternates that provide nearly equal performance at less initial cost. When considering these initial cost saving IDS provides a life cycle cost analysis of the alternatives so that our clients can make informed choices.

A recent example includes the City of Rancho Santa Margarita Community Center. Construction



County of Orange Brea Library

defects have permitted storm water to intrude into and to damage the center. IDS reviewed documents provided by the city, conducted a visual inspection of the site, developed a move management plan, and a “pros-and-cons” assessment for installation of different building systems. Our analysis included a detailed baseline Architect’s Estimate of Probable Construction Cost (AEPCC). In the event that the baseline AEPCC exceeded the construction budget to a significant degree IDS included an additional architectural services budget with the AEPCC so that the city can make a decision regarding budget with “all the cards face up on the table.”

Sustainable Engineering

The firm’s project approach begins with a complete assessment of project requirements to achieve a LEED certification or provide a sustainable design without certification. To meet the project requirements our team will investigate all sustainability options including photovoltaic solar system, commercial and residential fuel cell systems, geothermal ground source heat pump systems, low energy LED lighting products, water conservation design solutions, day lighting harvesting, low-flow plumbing fixtures and high SEER air conditioning equipment.

Zero Net Energy (ZNE)

IDS’ professional mechanical, electrical, and plumbing engineers are experienced in Net Zero Engineering. Our team seeks ways to improve the efficiency of HVAC and electrical systems in buildings and apply smart net-zero energy design and strategies.

ADA Access Compliance

Our expert ADA (Americans with Disabilities Act) team offers detailed ADA facility surveys and preparation of Transitional Plans, plan reviews, training, and product consulting on a regular basis to healthcare facilities, large corporations, and federal, state, and local government clients.

Knowledge of the Locality

IDS has provided architectural and engineering services on multiple projects within the County of Orange, County of Los Angeles County of Riverside, and the County of San Diego, and has established a pattern of working successfully in the geographic area.

IDS Group is headquartered in Irvine, California with offices located in Los Angeles and San Diego. Though located in Orange County, IDS services projects throughout the State.

Bidding and Construction Administration Support

IDS has significant experience with providing practical, cost effective, fast/efficient solutions and high-quality construction documents and drawings and significant experience in construction support and on-site construction administration services for public projects.

Building Information Modeling (BIM)

Building on decades of hands-on experience in Building Information Modeling (BIM), IDS is committed to creating value for our clients through innovative and fully integrated design solutions. IDS' BIM platform helps our multi-discipline design and construction teams improve project efficiency by optimizing performance and response-time of visualizations and simulations to create unprecedented data rich models.

Our clients are experiencing the benefits of BIM that extend long past the completion of a project - including improved constructability, better-performing buildings and more efficient project delivery. They have also included Construction cost savings, Schedule compression and Energy reductions.



*CalOptima A/E Tenant Improvements
Orange, CA*

Project experience of IDS staff encompasses new construction, renovation, re-adaptation, and tenant improvements to a variety of building types, including:

- Commercial – offices, industrial and high tech
- Recreational – park buildings, community centers, gyms, and fitness centers
- Institutional – hospitals and clinics, assisted living and skilled nursing facilities
- Public – offices, community centers and correctional facilities
- Service – retail, restaurants, snack bars and cafes
- Educational – K-12 schools and special needs
- Housing – retirement, affordable and multiple unit
- Airport/Aviation – offices, concessions, retail shops, and support facilities IDS has been honored with numerous architectural awards, some of which are shown below:
- San Diego project, Cedar Gateway Apartments, 2014 Global Awards for Excellence as well as recognized for an "outstanding contribution in design" by the AIA Orange County as part of the chapter's 2012 Awards program and received an "Honor Award" in the Residential Design Award Category.



Fullerton Family Housing

- La Casita de las Mamas, Downey: Historical Home Restoration Award, 1920's Craftsman House, Downey Historical Society
- Marisol Apartments, Oceanside: Paul Davidoff Award, American Planning Association
- La Pensione Hotel, San Diego: American Institute of Architects - California Council Honor Award, American Institute of Architects – San Diego Honor Award
- Malibu Studio Hotel, San Diego: American Institute of Architects, San Diego Citation Award
- The Veltman Addition, Los Angeles: American Institute of Architects, Los Angeles Chapter Award



*County of Orange Yale Homeless Shelter
Santa Ana, CA*

Working with Public Entities

IDS is a reputable and well-established company with a proven and consistent backlog that assures continuity of the operation for the foreseen future. A large portion of our work is from repeated clients, familiar with our combined staff and services.

We work with several large public agencies and private clients who continuously seek our assistance in engineering consulting services. We have been in operation providing MEP engineering since 1961 and architectural and engineering services for over 22 years, and we have worked on projects ranging upward to \$8,000,000 in a single project fee and \$200,000,000 in a single project construction cost.



*John Wayne Airport
 Air Handler Replacement
 Santa Ana, CA*

IDS' team bring expertise from professionals who understand the issues impacting local government and are well-versed in the nuances of traditional public and alternative capital delivery methods. Additionally, our experts understand that the future prosperity of municipalities and their constituencies will be shaped, in part, by leadership's ability to demonstrate that high quality service can be provided in a cost-effective manner.

Our clients' partner with IDS because of our acutely attuned focus on procurement, implementation and programming choices that can capture the full potential of new development projects that appeal to stakeholders. IDS' team has experience representing and advising public agencies and supporting private bid teams on complex social infrastructure developments. With IDS, our clients receive the right complement of commercial, financial and technical skills, from a group with a deep understanding of various policy implications.

In addition to various state agencies, such as the Department of General Services, Administration Office of the Courts, CalTrans, and California Department of Correction and Rehabilitation, below is a partial list of various utility and governmental stakeholders IDS' has recently worked with:

Governmental Buildings & Campuses

- City of La Palma City Civic Center HVAC Upgrades
- City of Azusa Light & Water Department Upgrades/Renovations
- City of Anaheim City Hall West Fire Alarm System Upgrade
- City of Cerritos Swim Center Facility and Operating Systems Evaluation
- City of Irvine Electric Vehicle Charging Stations
- City of Irvine Automatic Transfer Switch Evaluation
- City of Santa Monica, numerous projects
- Over 25 other Cities

Parks & Recreation

- City of Irvine Great Park Concession Facilities
- City of Commerce Veterans Memorial Park
- City of West Covina Lower Shadow Oak Park Prefabricated Restroom
- Design Services for the Great Park Western Sector Restrooms, City of Irvine, CA
- City of Glendora Finkbiner Park Restroom and Community Room Building, Glendora, CA
- City of Rialto City-wide Park Improvements
- Town Square Park Amphitheater, City of Murrieta, CA

Convention & Meeting Centers / Institution

- Arts District Building, Amazon Properties, Los Angeles, CA
- Nixon Presidential Library and Museum
- Palos Verdes Library Annex Building
- Orange County Public Works El Toro Library Modernization
- Orange County Public Works Brea Library Modernization

Utility Agencies

- Riverside Public Utilities Substation Utility Storage Facility, Riverside, CA
- Western Municipal Water District Operations Center Building G, Riverside, CA
- Inland Empire Utilities Agency, New Chlorine Injection Facility Regional Recycling Water Plant, Rancho Cucamonga, CA

Transportation

- City of Norwalk Transportation Center
- Airport Improvement Program - Resident Engineering and Structural, Mechanical, and Electrical Engineering
- John Wayne Airport Airside New Concessions and Convenience Outlets, and Operations Center
- Los Angeles Metro (LA Metro) – 9 facilities
- Port of Long Beach – 6 projects
- Port of Los Angeles – 2 projects

Residential / Housing

- Fullerton Family Housing, Citrea Affordable Housing
- The Aspire Affordable Student Housing, Innovative Housing Opportunities
- Orange County Public Works, Yale Transitional Center
- Orange County Public Works, Ventana Walk

Education

- Los Angeles Unified School District- Carson High School Gymnasium Building Cooling Retrofit
- Chino Valley Unified School District Wide HVAC/Plumbing Modernization
- UCI Student Health II Condition Assessment and Recreation Center Kitchen Renovation

Outreach and Public Engagement Experience

IDS has extensive community engagement experience on projects with proven results to ensure that efforts to reach the surrounding community are comprehensive, effective, and informative. Such efforts include but are not limited to the coordination and facilitation of City Representatives, stakeholders, and user groups encouraging discussions and providing an open dialogue that will guide and inform the design and development of the project for community participation when the public can influence elements of the project. IDS will develop an appropriate methodology to gauge community opinions, perceptions, and attitudes by attending, leading, presenting, and preparing community workshops, dialogue exercises, design charrette, as well as preparing and distributing meeting materials, handouts, and meeting minutes. The first community outreach meeting will be held after the critical project elements are defined. IDS will develop the design and graphics to express a methodology to gauge community opinions, perceptions, and attitudes. A variety of different distribution methods will be utilized, including mail, email, City web-based, and a draft written report including all illustrative graphs, raw data analysis, and any other information that will be beneficial to the understanding of the collected information. Varying stakeholders, such as businesses, residents, and visitor concerns will need to be sorted and weighted appropriately. The information gathered will be provided in the report and will include a tabulation of results, analysis, and conclusions.

IDS will provide the following services for the City of Escondido Library Critical Infrastructure and Modernization Project:

- Review City-provided data, reports, studies, maps, drawings, and relevant materials for the portion of the project site.
- Document existing operations, including programs, services, and maintenance/repairs.
- Conduct on-site field reconnaissance to assess the current physical conditions of the project.
- Meet with City departments, participants, and regulatory authorities to understand City priorities.
- Document pedestrian, vehicular, emergency, and service vehicle circulation, parking, existing infrastructure, active and passive uses, streets, buildings, and open spaces in the surrounding area.
- Identify and document community needs, desires, concerns, and priorities related to renovated, expanded, and/or replaced facilities.
- Research and document best practices for the project.
- Identify opportunities and constraints that will inform the development of a comprehensive long-term implemented solution.
- Conduct community meetings, focus groups, and interviews to gather input from City leadership, businesses, residents, and community stakeholders.
- Create, record, and distribute responses to community surveys.
- Prepare and deliver presentations to City committees, commissions, and City council as necessary.

3c. Proposed Staffing and Project Organization



Said Hilmy, PhD, SE, LEED AP*
Principal in Charge /
Contract Administrator



John Silber, AIA*
Principal Architect

*Key Staff



Shelley Sivak, RA, LEED AP*
Project Manager

ARCHITECTURAL-ENGINEERING TEAM

| | | | | | | | | | |
|--|---|--|---|--|---|--|---|--|--|
| | Song Brandner, RA, LEED GA* Architect | | Matthew Miller, AIA, NCARB Architect | | Bradley Mansfield, RA Quality Control - Quality Assurance Community Engagement Lead | | Juan Acuna Job Captain | | Mahsa Javaherian Project Designer |
| | Eduardo Fabros Project Designer | | Daniel Park Project Designer | | Paniz Farshchiha Project Designer | | Dion Vasquez Job Captain | | Faisal Dakhil, PE* Cost Estimator |
| | Adrian Anderson, PE* Lead Civil Engineer | | Darren Smith, PE, BEAP* Lead Mechanical Engineer | | Steven Collins, PE, LEED AP* Lead Electrical Engineer | | Victor Mercado, PE, SE* Lead Structural Engineer | | Joy Lyndes, PLA, FASLA Lead Landscape Architect Community Outreach |

IN-HOUSE ENGINEERING SERVICES SUPPORT

| STRUCTURAL ENGINEERING | CIVIL ENGINEERING | MECHANICAL/PLUMBING ENGINEERING | ELECTRICAL ENGINEERING | LANDSCAPE ARCHITECTURE |
|---|---|--|--|---|
| Steve Uthoff, PE, SE Ellen Wu, PhD, PE Ghazaleh, Laleh, PhD Siva Dondapati Yali Ykeda | Jason Wetterich, PE Harry Nguyen Gill Iradukunda Wen Zhang | Anthony Zanotti, PE Andrew Bussey, PE Ming (Mike) Lin, PE Kevin Barnes Ronaldo Magno | Bob Kramer Michael Reed Jesus Soriano Stuart McKnight Narges Ghazi | Kristin Gros, ASLA, LEED AP ND Landscape Architect, Community Outreach |

SUBCONSULTANTS

| | | | | |
|---|--|---|---|--|
|  |  |  |  | |
| Eduardo Santa Cruz Certified Access Specialist | Jerry Sherman, LEED AP, CAC, CDPH Hazardous Materials Specialist | Tim Fettig, PLS Land Surveyor | Pablo Amezcuita, CTS-D Lead Audio-Visual System Designer | Tony Hammers, RCCD, NTS, OSP, DCDC Lead IT and Security System Designer |

Key Staff Resumes



John Silber, AIA

Principal Architect

Education

M Arch, Southern California Institute of Architecture

Professional Credential: Architect: California (#15573)

Mr. Silber has been an active member of the architecture and urban design of Southern California for more than 30 years. His work has covered a broad range of urban projects, including a number in areas of special interest, such as the link public education creates between culture and economic vitality. He has mastered the interface between community design expectations, urban in-fill architecture and modern code standards for fire/life safety, energy, and accessibility.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange Yale Homeless Shelter | Santa Ana, CA
- City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA



Shelley Sivak, RA, LEED AP

Project Manager

Education

Master of Architecture, California State Polytechnic University, Pomona

Professional Credential

Architect: CA #C33767; LEED Accredited Professional

Ms. Sivak is a forward-thinking architect who brings form to interior space and new life to both urban and suburban settings, to create a strong sense of place. She takes a holistic approach and considers key capacity to recognize the specific demands of a particular location and tailors the design process to be efficient and productive.

Relevant Project Experience:

- County of Orange Dept. Public Works El Toro Library Space Planning and Architectural Improvements | Lake Forest, CA
- County of Orange Dept. Public Works Brea Library Space Planning and Architectural Improvements | Brea, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange Yale Homeless Shelter | Santa Ana, CA



Said Hilmy, PhD, PE, SE, LEED AP

Principal /Contract Administrator

Education: Doctorate, Structural Engineering, Cornell University

Professional Credentials: Professional Structural Engineer: CA #S3680;
Professional Civil Engineer: CA C43988; LEED AP

Dr. Hilmy has over 35 years of experience in structural engineering design and analysis and project management with strong expertise in the design and upgrade of steel, concrete, and wood structures. Mr. Hilmy provides organizational leadership with a focus on quality control in the delivery of construction documents and excellent customer service.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA



Victor Mercado, PE, SE

Lead Structural Engineer

Education: MS, Civil Engineering, University of California, Irvine

Professional Credentials: Professional Structural Engineer, CA #S5020;
Professional Civil Engineer, CA #C65325

Mr. Mercado possesses more than 20 years of experience in the design and analysis of buildings for both the private and public sectors. His area of expertise includes structural design of steel structures, concrete frame or shear wall structures, masonry structures and timber structures. In addition to his structural design experience, Victor has worked on numerous projects involving the seismic rehabilitation, and earthquake safety evaluation of existing structures.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Carlsbad, Safety Center Seismic Retrofit and Renovations | Carlsbad, CA



Steven Collins, PE, LEED AP

Lead Electrical Engineer

Education: MS, Electrical Engineering, Rensselaer Polytechnic Institute

Professional Credentials: Professional Electrical Engineer: California #E22805;
LEED Accredited Professional

Mr. Collins brings over 20 years of experience in Electrical Engineering for Building Systems and has expertise in municipal, education, commercial, and healthcare markets. His experience includes field investigation, design, and specifications for electrical service entrance equipment, standard and emergency distribution systems, lighting systems, controls, power-to-utilization equipment and devices, fire alarm systems, and telecommunication and low-voltage raceway systems.

Relevant Project Experience:

- City of Newport Beach, Central Library Elevator, Fire Alarm and Security System Modernization | Newport Beach, CA
- The Aerospace Corporation Lighting Replacement | Los Angeles, CA
- Orange County Sheriff's Department, Central Men's Jail Lighting Retrofit | Orange, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- Department of Veteran's Administration, Air Handler Unit Replacement | Barstow, CA



Faisal Dakhil

Cost Estimator

Education:

MS, Civil Engineering, University of Southern California;
BS, Civil Engineering, University of Southern California

Mr. Dakhil has over 30 years of pre-construction, construction management, and estimating experience in a broad spectrum of projects ranging in value from \$1 million to more than \$250 million. Faisal has a long track record of successful jobs coming in under budget and on time, resulting in substantial client savings.

Relevant Project Experience:

- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Pasadena Public Works Building Seismic Retrofit | Pasadena, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA



Joy Lyndes, PLA, FASLA

Lead Landscape Architect

Education: Master of Landscape Architecture, University of Arizona

Professional Credentials: Professional Landscape Architect: California #C4183

Ms. Lyndes brings a broad range of municipal, local, and state agency expertise specializing in transportation and facilities planning, design, and construction oversight of complete streets, facilities programming, and smart growth. In addition, her practice focuses on health and well-being as one of the critical priorities of our community regeneration framework, fostering long-term health outcomes in our neighborhoods and public spaces. Her experience includes landscape programming, planning, design, construction documents, and construction administration for local, state, and federally funded projects.

Relevant Project Experience:

- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- Leo Carrillo Historic Ranch Park | Carlsbad, CA
- Veterans Association of North County (VANC) Honor Wall/Community Event Space | Oceanside, CA



Bradley Mansfield, AIA

Quality Assurance-Quality Control

Education: MS, Structural Engineering, California Polytechnic University, Pomona

Professional Credentials: Professional Structural Engineer, CA #S5186;
 Professional Civil Engineer, CA #C42855

Bradley is a licensed architect who takes the initiative to complete processes of coordinated project deliverables and management. He has over 30 years of design experience in California for community focused projects in adaptive reuse, historical buildings, education, senior living, and urban infill projects.

Relevant Project Experience:

- Riverside Community College Library Renovation* | Riverside, CA
- City of Brea Senior Center Renovation* | Brea, CA
- Los Angeles Community College District, Districtwide Hydration Station Initiative
- Rancho Santiago Community College District, Peer Review Access Control | Santa Ana, CA

**Project experience with another firm.*



Adrian Anderson, PE

Lead Civil Engineer

Education: BS, Civil Engineering, CSU, Long Beach

Professional Credentials: Professional Civil Engineer: California #C6095

Mr. Anderson has over 25 years of experience and is well versed in managing public agency projects for street rehabilitation projects, street widening and new street/highway projects, drainage improvement projects, right of way projects, development project plan checks for various agencies, urban trail projects, and bike trails.

Relevant Project Experience:

- City of Laguna Beach, Pearl Street Pedestrian Safety Assessment | Laguna Beach, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- Riverside County Sheriff Dept., Coroner Facility Parking Lot Improvements, Drainage, and Water Quality | Perris, CA
- Los Angeles World Airports, Roadways, Utilities & Enabling (RUE), Century Blvd & LAX Street Rehabilitation Los Angeles, CA
- Topanga Canyon Charter School, Maintenance Vehicle & Pedestrian Access Way Design, Paving and Drainage Repairs | Topanga, CA



Darren Smith, PE, BEAP

Lead Mechanical/Plumbing Engineer

Education: BS, Mechanical Engineering Technology, California Polytechnic University, Pomona

Professional Credentials: Professional Landscape Architect: California #M30841;
ASHRAE (Building Energy Auditing Professional)

Darren Smith is a registered mechanical engineer with over 25 years of experience in design bid build and design-build projects. As a design engineer or project manager, Darren's role will be flexible for project task order assignments. With extensive experience in designing and managing numerous construction projects, Darren brings cross-communication at various levels of project ownership.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Laguna Beach, South Main Beach Restroom Design | Laguna Beach, CA
- Los Angeles World Airports, Roadways, Utilities & Enabling Projects, Paving & Street Design | Los Angeles, CA

Brea Library

| Brea, CA

County of Orange Public Works Capital Improvement Division

Project Address: 1 Civic Center Circle, Brea, CA 92821

Year Completed: February 2023

Client Contact Reference

Orange County Public Libraries
Sherry Toth, Assistant County Librarian
714.566.3033, Sherry.Toth@occr.ocgov.com

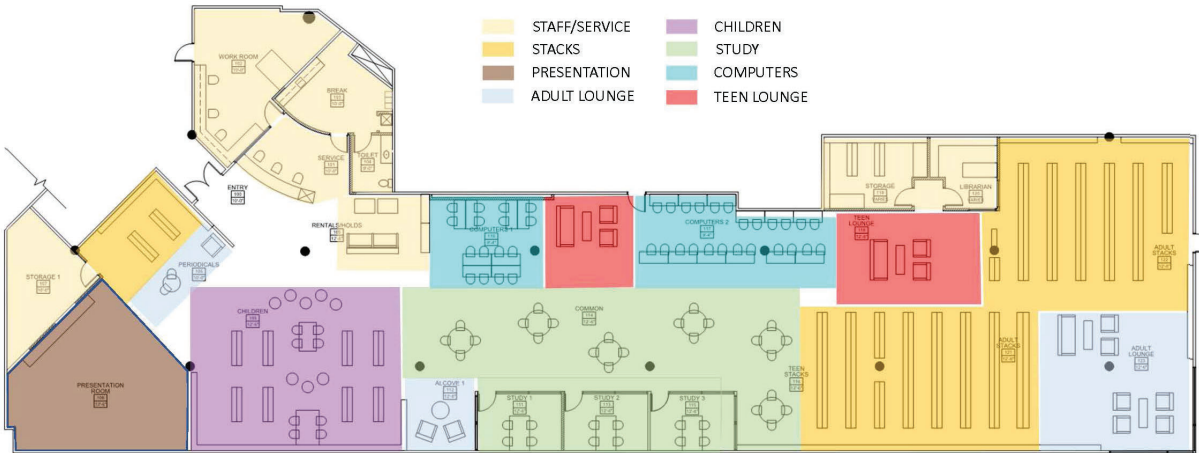
Project Information

IDS teamed with the Orange County Public Libraries to transform the Brea Library by extracting its outdated 1980s interior and renovating it into a harmonic revived community building that appeals to all ages. The design flow inspiration from the library entry point through the various spaces in the building comes from a poem by American modernist poet Wallace Stevens, ‘This Solitude of Cataracts.’ Cataracts are waterfalls, parts of a flowing river that is never the same way twice. This idea forms the space’s use of acoustic baffles that undulate above, guiding patrons through the different points of interest and allowing patrons to pause in eddies for study or contemplation along the ebb and flow of the path through the library identified by the varied and textural palette of greens and grays.

The IDS team created separate nodes for teens’ and adults’ lounges to handle today’s technological devices—individuals and groups can reserve private meeting rooms with whiteboards and LED flat panel displays. Public computer stations and areas for personal laptops or other smart devices have ready access to the library’s Wi-Fi. A dedicated children’s room has computer tables and comfortably sized seating. Mobile book stacks allow flexibility to accommodate children’s activity programs and storytime. The IDS team of architects and engineers was also integral in the refresh of the reception area, large book stacks, storage, break room, staff restroom, program area, administration offices, and friends of library space.

The County of Orange received a \$9.8 million grant from the State of California library system’s Building Forward Library Infrastructure Program. This money will help revitalize other city library branches throughout Orange County.

FLOOR PLAN – CONCEPT 1



El Toro Library | Lake Forest, CA

County of Orange Public Works Capital Improvement Division



Tenant improvement to interior space consisting of interior finishes, lighting replacement, new casework, book stacks relocation, reconfiguration of public restrooms, back of house renovation, replace one set of exterior windows, replace 2 HVAC units, minor site work, and exterior paint. no square footage added. minor site work to address accessibility.
Total building footage:13,940 SQFT



Project Address: 24672 Raymond Way, Lake Forest, CA 92630 **Year Completed:** September 2021

Client Contact Reference

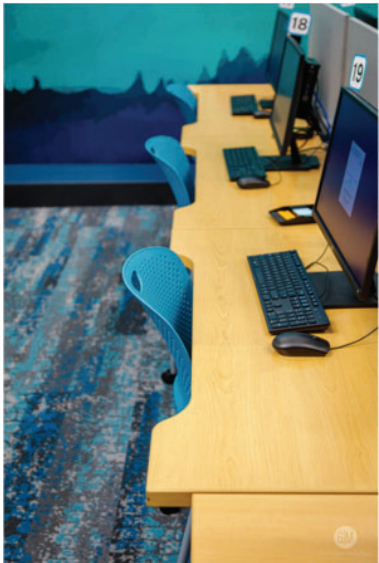
Orange County Facilities Design and Construction / A&E Project Management
Matt Durbin, Senior Project Manager
714.667.1626, Matthew.Durbin@ocpw.ocgov.com

Project Information

IDS' architectural and engineering (A/E) scope of work encompassed design to modernization and improvements to the library. Based upon a County of Orange facilities condition assessment report, the IDS team addressed priorities from the document and determined the necessary work to complete. A/E repairs included building envelope, HVAC, electrical, communications, safety and security, and civil site improvements. These priorities provided a rapid return on investment, such as energy and equipment efficiency, site improvements, and ADA compliance. IDS worked on a new furniture package for the project as part of the library's interior revitalization.

“... please let the others who attended know we at OCCR much appreciate the due diligence that your staff has provided over the past few months. Shelley in particular has made herself available for conference calls, go-to-meetings, and site meetings when called upon so a big hand must be given to her. And Said thank you for doing the 50,000 fly over eye on the design through documentation.”

OC Parks - OC Community Resources Project Manager



Los Alamitos-Rossmoor Library | Seal Beach, CA

County of Orange Public Works Capital Improvement Division

Project Address:
12700 Montecito Road, Seal Beach, CA 90740

Year Completed:
Under Construction

Client Contact Reference

Orange County Public Works / A&E Project Management
Matt DeHart, Project Manager
714.667.4972, Matthew.DeHart@ocpw.ocgov.com

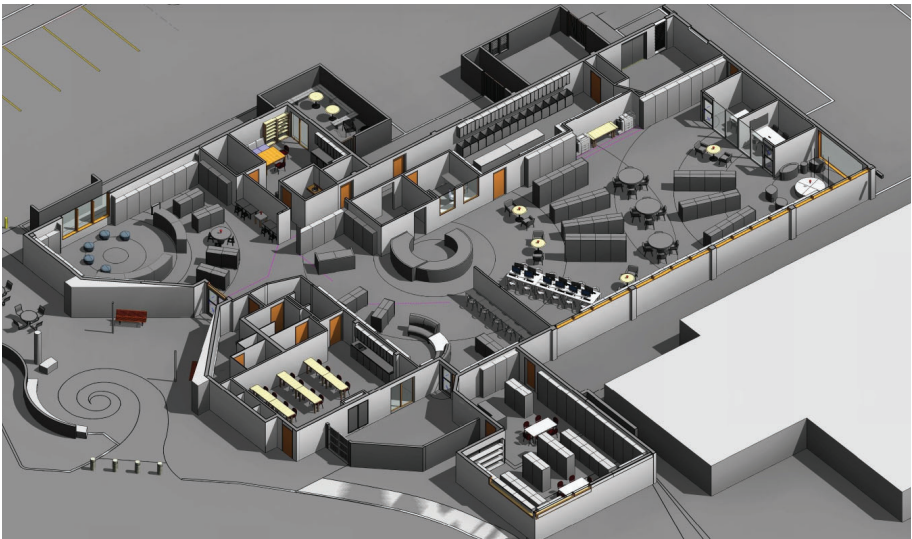
Project Information

IDS provided architectural and engineering tenant improvements and upgrades to the existing library building on the west side of Seal Beach Boulevard, on Montecito Drive in the City of Seal Beach. IDS Group, the County Library group, and Orange County Public Works teamed to create a design package that brings one of the County's older library buildings into modernizing the library as a community gathering space and technology hub. This project not only renovates the 10,489 square feet of existing space that includes a special Friends of the Library area but also adds a 1,188 square feet community workspace.



The name Los Alamitos means the little cottonwoods and calling on the lore of the Plains Indians. IDS took the form of tree rings, and the stars within their branches released into the night sky. The historical lore set the tone for form generation, enabling the design team to re-imagine the floor plan. Overlapping tree rings and radial star patterns guide the library's layout, allowing for views to open throughout the library that radiate at key operational points throughout the building.

The library renovation adds comfortable lounge areas for visitors. There are quiet spaces for group and individual work and shared community spaces for computer use and reading. In addition to interior upgrades, IDS was responsible for coordinating a new furniture package; renovations include building envelope, HVAC, electrical, communications, safety and security, and civil site improvements.



References

County of Orange | Multiple Architectural and Engineering Projects

IDS continues to provide architectural and engineering (A/E) on-call task order services to the County of Orange. Various projects completed include the Yale Homeless Shelter, Master Planning for the El Toro Orange County Emergency Medical Services (OCEMS) Facility, and the Anita Drive Property Condition Assessment.

Contact: Mr. Matthew Durbin, Sr. Project Manager

Phone: (714) 667-1626 | **Email:** matthew.durbin@ocpw.ocgov.com | **Project Dates:** 2019 - 2022

El Toro Library Contact Reference: Mr. Don Nguyen, Project Manager | Phone: (714) 380-7254

Brea Library Contact Reference: Ms. Sherry Toth, Assistant County Librarian | Phone: (714) 566-3033

City of Santa Ana Architectural Improvements

The IDS team is currently providing A/E services for the City of Santa Ana's City Hall office tenant improvements. Project scope of work includes coordination with City departments, phasing/move management, MEP system upgrades, utility coordination, and site analysis.

Contact: Ms. Gabriela Lomeli, Project Manager

Phone: (714) 565-2692 | **Email:** glomeli@santa-ana.org | **Project Dates:** 2020 - on-going

City of Irvine Police Department Workspace Relocation & Tenant Improvements

The project focused on the expansion of the existing police department (Public Safety) within the multi-story Civic Center. IDS provided architectural design services for tenant improvement for the proposed expansion and relocation of various departments.

Contact: Mr. Chris Brown, Sr. Project Manager

Phone: (949) 724-6937 | **Email:** chbrown@cityofirvine.gov | **Project Dates:** 2019 - on-going

County of Riverside Sheriff Department | Planning and A/E Improvement Projects

Miscellaneous A/E services including planning and design services for multiple facilities for the County of Riverside Sheriff Department.

Contact: Mr. Ramon Tadrous, Director, Project Management Office

Phone: (951) 955-5951 | **Email:** rtadrous@riversidesheriff.org | **Project Dates:** 2021 - 2022

Litigation

IDS is a reputable and well-established company and does not have any judgments, pending, or expected litigation or other real or potential financial reversals that affect the viability or stability of the organization.

D. Project Understanding & Approach

Project Understanding

There are two primary needs for the City of Escondido Library, they are:

1. **Upgrade Critical Building Systems** - Address the HVAC and ductwork system, clerestory glazing and TPO roof, electrical system, restrooms, accessibility, and parking lot to enhance overall building performance and user comfort.
2. **Interior Enhancements** - Utilize any remaining funds judiciously to revitalize the library's aesthetics, focusing primarily on the 1st floor.

The City has \$7.5 million to achieve a comprehensive renovation within a well-defined budgetary framework. The implementation deadline for these library improvements is March 31, 2025.

Project Approach

IDS is the ideal architectural-engineering partner to work with the City of Escondido to revitalize the library's existing infrastructure, equipment, and systems. The project team presented in this proposal has current and completed library experience, and based on the team's observations of the Escondido Library on November 2nd, the project approach will involve:



- The analysis of existing conditions.
- Selecting appropriate systems for improved building efficiencies and operations.
- Resilient Library Design.

Libraries today need not just focus on extending useful life but, more importantly, how libraries are a lifeline to the community from a social, learning, and inclusive perspective. *While working with local public agencies to enhance their existing library facilities, IDS has taken the opportunity to reset client stakeholders expectation and help them to reposition libraries to their modern role, redefining aesthetics relative to the enjoyment or study of beauty. Beyond essential enhancements, libraries need transformational change that speaks to the communities they purposefully serve.*

IDS will implement as many of the Escondido Public Library Strategic Plan 2022 facility goals with an initial focus on the first-floor facility objectives. Priority setting is necessary for this project and it will be in close collaboration with the City staff -- especially the librarians -- and the Construction Manager. The community engagement process will play a key role in making critical decisions early on in the development of the project design.

Utilizing an integrated A/E approach with local project team members, IDS will work closely with the City's Construction Manager to focus on the following project elements:

1. Determine the scope and corresponding construction cost for the critical building systems,
2. And afterward, establish the scope and cost for aesthetic enhancements.
3. The RFP notes that the City has set the construction budget.

Where it's feasible in the project, IDS will design accordingly, prioritizing the most essential project aspects versus those considered secondary requirements.

The project will begin with a Concept Design. The team will progress the project to the Schematic Design Phase with a quality assurance checkpoint to perform the following:

- Review the critical building systems budget and scope.
- Review the aesthetic enhancements budget and scope.
- Determine the synergies between the Critical Building Systems and Aesthetic Enhancements, extending outcomes achieved by the \$7.5 million budget.
- Deliver the Basis of Design (BOD) Draft Rough Order of Magnitude (ROM) Cost Estimate documents to the City and the City's Project Construction Manager.

A. Design Management and Coordination

The IDS Project Manager will lead the design management and coordination effort, ensuring high-quality services occur to budget and schedule from commencement to completion. A Deputy Project Manager will be on the project to provide redundancy in this key position.

The IDS Project Manager will be responsible for:

- Design coordination of the project work with the City's Construction Manager and outside agencies/utility departments.
- Update the project schedule as necessary.
- Submit monthly invoices and progress summary reports per RFP Exhibit B.
- Coordinate, attend, and prepare design meeting minutes for the kick-off and bi-weekly meetings with City staff and related consultants.
- Provide agendas and minutes, PowerPoint, and other exhibits.
- Discuss the project, present design options, and discuss alternatives.
- Use virtual meetings when acceptable to the City to improve efficiency.



B. Pre-Design, Design, and Engineering Services

IDS will perform a technical assessment of the Critical Building Systems while concurrently formulating a list of Aesthetic Enhancements sought by the City. This effort will be a collaborative exercise with the library staff community of library users to extend the library's economic life and align the library design to current and future use patterns. This work will prioritize the scope of work and budget for the Critical Building Systems and Aesthetic Enhancements. The scope of services will align with Exhibit B of the RFP.

Deliverables:

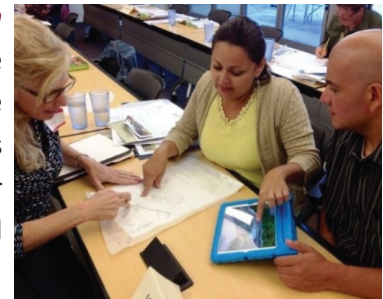
- Basis of Design (BOD) setting project scope by narrative and graphically and corresponding Cost Estimate (submitted for City review and comment). The BOD will align with:
- Required Critical Building System improvements,
- Aesthetic Enhancements implemented per the 2022 City of Escondido Public Library Strategic Plan.
- Final BOD and Cost Estimate
- Specifications, Table of Contents



Schematic Design (SD)

IDS will prepare and deliver a schematic design package that includes design exhibit options to achieve the BOD goals. After conferring with the City and the Construction Manager, IDS will revise the preferred option per the City's comments.

A public outreach event will occur to present and gather feedback from community stakeholders. The IDS outreach aims to inform the public about the project and actively seek their input through a listening event. IDS will also have an online survey available for community input. Results from these activities will be summarized in a report with key findings for City review and use. After consultation with the City and Construction Manager, IDS will prepare the final BOD and Rough Order of Magnitude (ROM) Cost Estimate.



Deliverables: Design package will include plans, 3D renderings, outline specifications, and rough order of magnitude (ROM) cost estimate.

Design Development (DD)

IDS will prepare and submit an initial DD package for the City to review. The final DD submittal package will incorporate City comments.

Deliverables:

- Initial design development options.
- Final design development exhibits and an updated cost estimate.
- BOD amendments, if any, should the project scope require revision.

Construction Documents (CD)

- IDS will prepare and submit construction documents with progress submittals for City review.

Deliverables:

- 50% Construction Documents (Plans and Specifications).
- 80% Construction Documents, including Plans, Specifications, and Cost Estimate.
- 100% Construction Documents.
- Plan Check/Permitting
- IDS will submit plans for plan check review and complete the plan check process to "permit ready to issue" status.

Contractor Bidding

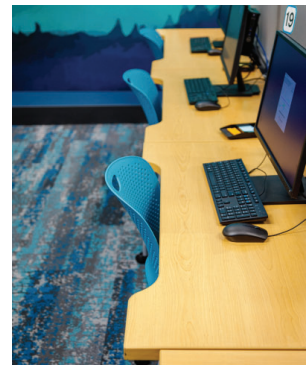
Upon conclusion of the construction documentation phase, IDS will provide reproducible construction documents.

Deliverables:

- Construction Documents and Specifications.
- Bid RFI's and Substitution Request responses.
- Addenda including supporting documents.

Furniture Design and Procurement

IDS will provide a design to enable the City to negotiate and secure competitive pricing and services required for the project. To the extent possible, furniture selections can be made from CMAS, US Communities, or other GSA-approved pre-negotiated furniture listings. Upon completion of installation, IDS will attend a job walk to confirm the completeness of installed FF&E items with the dealer.



Deliverables:

IDS' services will include the Needs Assessment, Design and Documentation Preparation, and Procurement Process as outlined in RFP Exhibit B.

Construction Administration

During the construction administration phase, IDS will perform the following services:

- Responses to RFIs, material submittals, and shop drawings from the contractor.
- Plan revisions as required.
- Responses to the review of proposed contract change orders.
- Plan revisions, as needed, and as-builts.

Exclusions and Assumptions

1. The Project Budget earmarks \$7.5 million for construction activities. Our proposal assumes that the limit of design services will be limited to what can be designed and built for \$7.5 million. Design services for construction exceeding this amount will be provided upon approval of additional services. We will triage the scope of the project as a part of the construction cost estimate review process.
2. Multiple bid packages, additional phasing, and/or early release packages are assumed to be additional services.
3. Assumes disturbed area will be less than 5,000 SF of impermeable site surfaces, so excludes water quality management plan (WQMP) and stormwater quality and management design.
4. Assumes contractor will prepare Stormwater Pollution Prevention Plan (SWPPP).
5. Assumes underground utility locating services, if required by the project, provided as an additional service.
6. Excludes environmental study, report, clearance, or HazMat report or preparing HazMat specifications.
7. Building staff will be available to guide IDS Team survey staff and unlock doors for access to equipment. Staff will provide ladders for access above ceilings or to roofs.
8. IDS Team surveys are limited to information that is readily accessible. IDS does not perform destructive testing.
9. It is assumed the complete record structural drawings are available, or where they are not, the building owner will provide such construction/engineering/testing resources as required to recreate record structural drawings to the level of detail necessary for IDS to perform the structural evaluation work.
10. Design of emergency power systems (generators, inverters, flywheels, UPS, etc.) is excluded.
11. Electrical arc flash study excluded.
12. Modernization of the existing elevator is excluded.

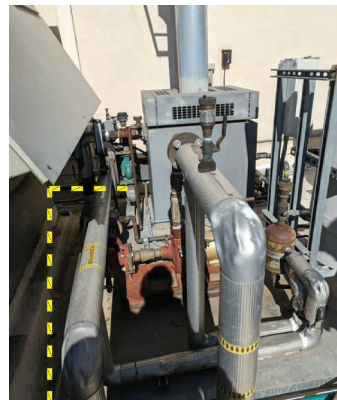
CRITICAL BUILDING SYSTEMS

HVAC & DUCTWORK SYSTEM ISSUES & SOLUTIONS:

- REPLACE ALL THE HVAC UNITS.
- REPLACE THE LAST 2 HVAC UNITS WITH A LARGE UNIT IN ORDER TO CIRCULATE THE AIR BETTER IN THE LIBRARY AND LEAD TO FASTER HEATING OR COOLING.
- CONSOLIDATE UNITS TO MAKE SPACE FOR ADDITIONAL CAPACITY, PARTICULARLY NEEDED DURING HIGH LOAD EVENTS ?
- SHOULD THE ROOF SCREEN BE TALLER?
- STRUCTURE ISSUE: MODERN HIGH EFFICIENCY UNITS USUALLY HEAVIER THAN OLDER UNITS
- WILL THE HVAC EQUIPMENT NEED A LARGER WELL?



REPLACE UNIT AND ROOF CURB WITH APPROPRIATELY SIZED ROOF CURB



HEATING HOT WATER SYSTEM WITH BOILER AND PUMP



PACKAGED UNIT



EXHAUST FAN
OLD CONDENSING UNIT



STREET VIEW/CLERESTORY



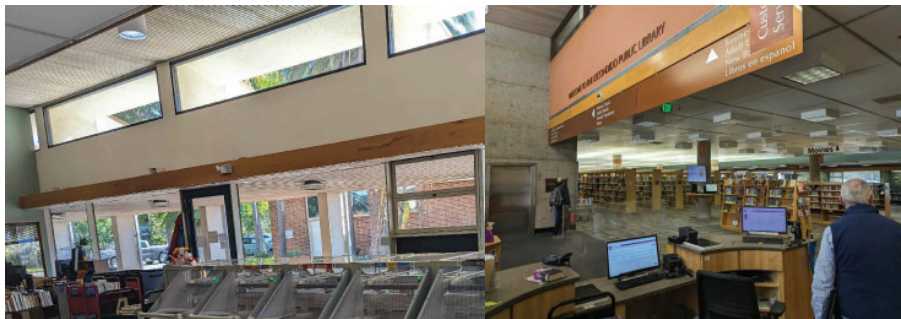
HVAC REPLACEMENT



CRITICAL BUILDING SYSTEMS

CLERESTORY WINDOWS & CEILINGS ISSUES & SOLUTIONS:

1. REPLACE ALL THE CLERESTORY GLAZING IN ORDER TO ENHANCE THE BUILDING PERFORMANCE.



2. REMOVE EXISTING CEILING AND REPLACE WITH SUSPENDED ACOUSTICAL CEILINGS IN ORDER TO REDUCING NOISE POLLUTION AND IMPROVING SPEECH INTELLIGIBILITY AND TO IMPROVE LIFE SAFETY BY PROVIDING PROPER SEISMIC BRACING AND IMPROVING THE AIR QUALITY PROVIDED BY THE REPLACED HVAC SYSTEMS.



OPTION #1 FOR GROUND FLOOR CEILING OVER BOOK STACKS



OPTION #2 BEAM ACOUSTICAL CEILING BAFFLE FOR GROUND FLOOR CEILING OVER BOOK STACKS



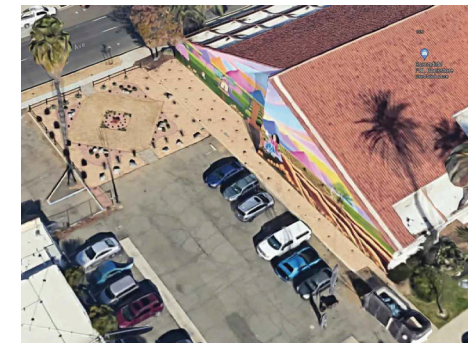
EXISTING CEILING



CRITICAL BUILDING SYSTEMS

ADA PATH OF CIRCULATION ISSUES & SOLUTIONS:

- AT LEAST ONE ACCESSIBLE ROUTE MUST CONNECT ALL ACCESSIBLE SPACES AND ELEMENTS.
- THE PARKING LOT PAVING LOOKS TO BE IN DECENT SHAPE, MAYBE REFRESHING THE STRIPING AND A SLURRY SEAL WOULD BE WARRANTED.
- PARKING LOT ADA STALLS NEED DETECTABLE WARNING SURFACES AT RAMP ACCESS AISLES (ONE END STALL AREA COULD BE REGRADED TO PROVIDE AN ACCESSIBLE RAMP THAT DOES NOT TAKE PARTIAL ACCESS BEHIND ADJACENT PARKING SPACE.
- 3RD AVE INCLUDES TWO DRIVEWAYS, BOTH ARE OUT OF ADA COMPLIANCE.
- NEED TO REPLACE DAMAGED BLUE REGULATORY SIGN AT MAIN DRIVEWAY ENTRANCE. MEANDERING SIDEWALK HAS TREE UPLIFT NEAR CORNER OF 3RD AVE AND KALMIA ST, AND THIS CORNER (SEC OF LIBRARY PROPERTY) ALSO HAS NONCOMPLIANT CURB RAMP. THIS AREA IS CLOSEST TO THE PEDESTRIAN ENTRANCE FOR SOUTHERLY BUILDING LABELED "PIONEER ROOM - LOCAL HISTORY ARCHIVE", JUST NORTH OF THE SOUTHEAST CORNER.
- LIBRARY STAFF LOT AT NORTHEAST CORNER OF PROPERTY COULD USE GRIND AND OVERLAY (ONLY 4 PARKING STALLS, NONE OF WHICH ARE ADA) AND DRIVEWAY IS NOT ADA COMPLIANT.
- CURB RAMP AT NORTHEAST CORNER OF THE PROPERTY IS NOT ADA COMPLIANT.
- SIDEWALK ON 2ND AVE NEEDS RECONSTRUCTION AT NORTHWEST CORNER OF MAIN LIBRARY BUILDING.



EXISTING PLAZA 2



EXISTING PLAZA 1



PLAZA / CONCEPT

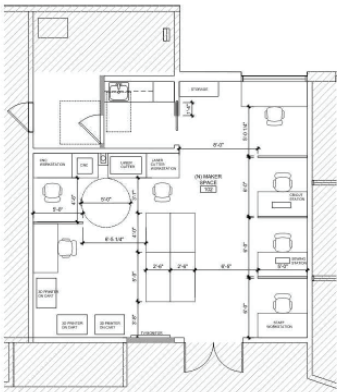
IDS GROUP

FACILITY IMPROVEMENT & GOALS

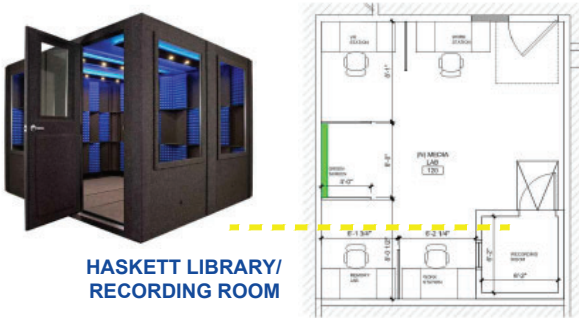
(FROM THE EPL STRATEGIC PLAN 2022)

FACILITY

- CREATE LIVING ROOM FEEL
- RESET FURNITURE
- FRESH PAINT
- LIGHTING
- SAFE SPACE FOR TEENS
- TUTORING SPACE / READING ROOMS
- MURALS
- KITCHEN EQUIPMENT
- ART TABLE AND MATERIALS
- BETTER TECH AT LIBRARY
- AREA TO EAT
- 24/7 BOOK KIOSK
- MARKETPLACE
- CAFE
- A PLACE TO RELAX IS DESIRED AT THE LIBRARY
- MAKERSPACE & MEDIA LAB



HASKETT LIBRARY/MAKER SPACE



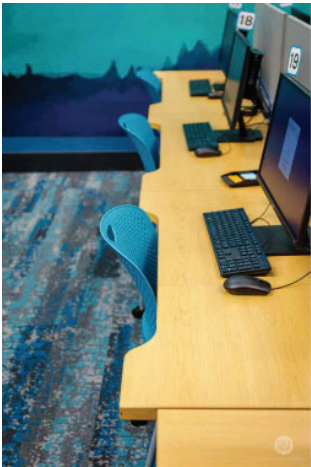
HASKETT LIBRARY/
RECORDING ROOM



EL TORO LIBRARY



EL TORO LIBRARY



EL TORO LIBRARY



BREA LIBRARY / LOUNGE



BREA LIBRARY / LOUNGE



BREA LIBRARY / DECORATIVE WALL PANEL



BREA LIBRARY / READING ROOMS / MURAL

OPTIONS & IDEAS 1

- PLACING LOWER STACKS IN THE CENTER OF THE SPACE CREATES A MORE OPEN & CASUAL ENVIRONMENT .
- FLOW CONCEPT THROUGH THE LIBRARY.
- NEW SUSPENDED CEILING DESIGN.



BEFORE



AFTER / ESCONDIDO LIBRARY/OPTION 1



OPTIONS & IDEAS 2

- REORGANIZATION & COLLECTIONS INTO A RADIAL PATTERN ALLOWS FOR GREATER VISUAL CONNECTION BETWEEN STAFF AND PATRONS.
- FLOW CONCEPT THROUGH THE LIBRARY.
- NEW SUSPENDED CEILING DESIGN.

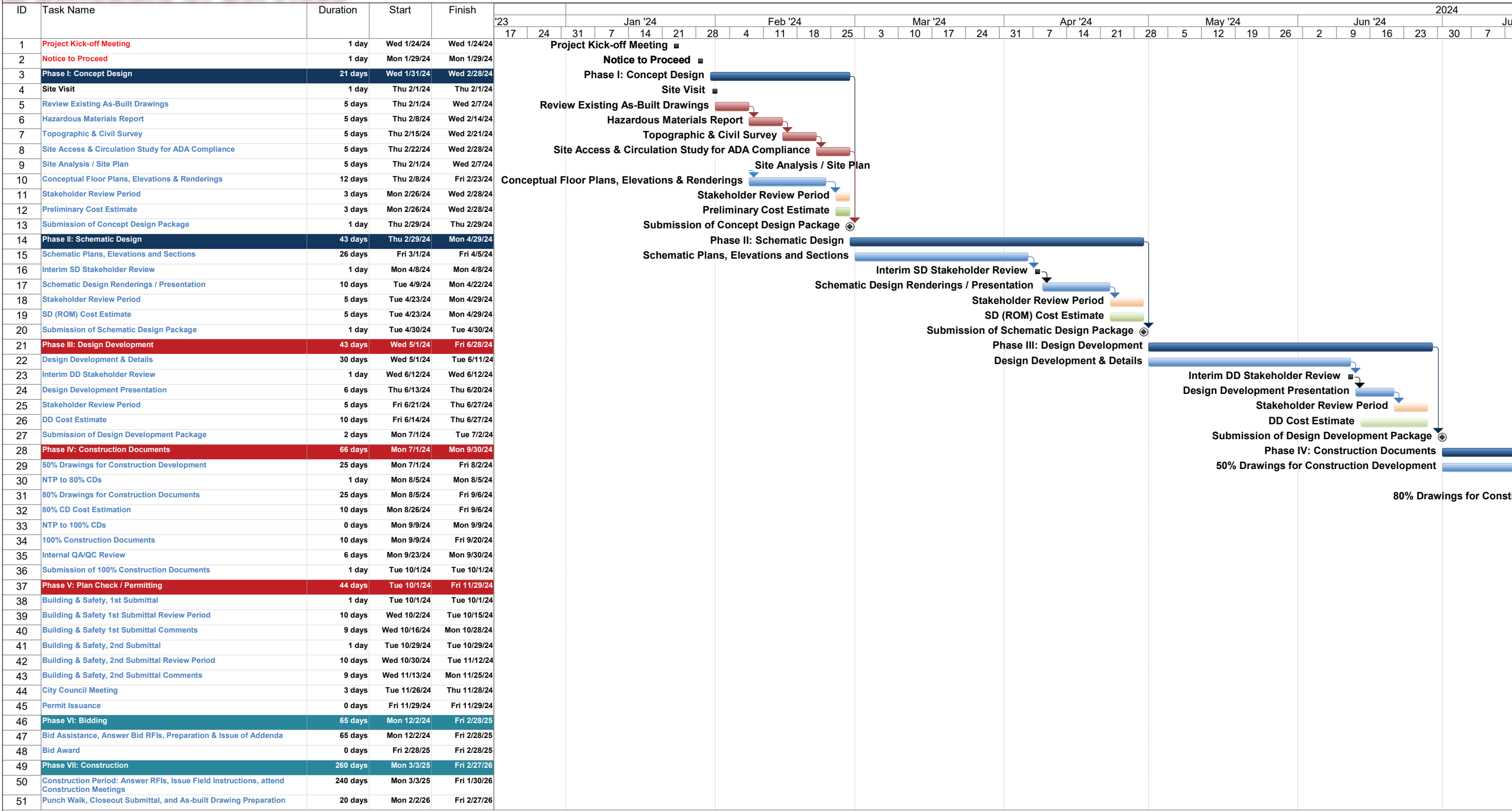


BEFORE



AFTER / ESCONDIDO LIBRARY/OPTION 2

E. Schedule of Services



Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Inactive Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

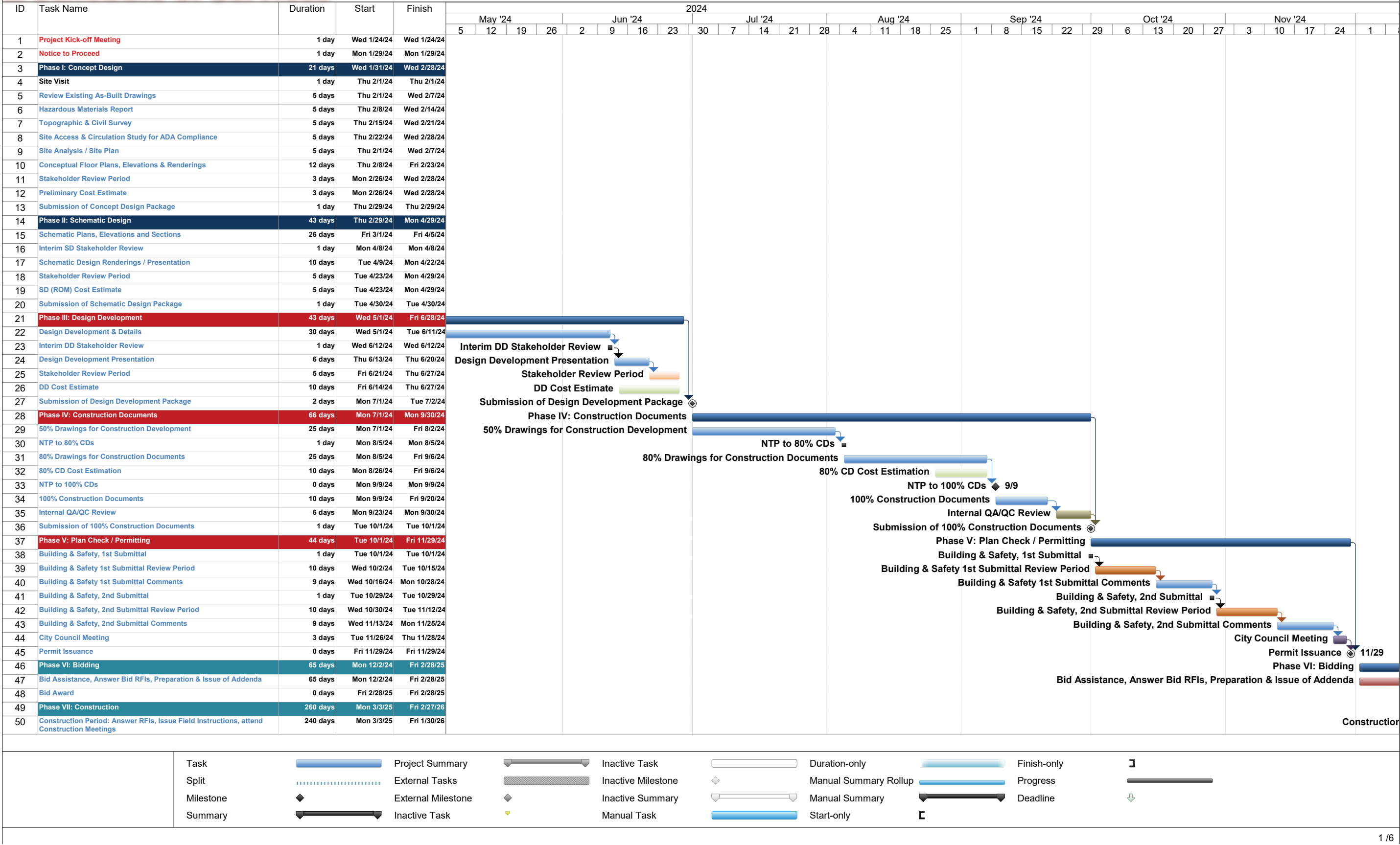
Finish-only

Progress

Deadline

1 / 8

E. Schedule of Services



E. Schedule of Services

[illegible]

F. Fee

IDS' fee proposal for the City of Escondido Library Project can be found as the second email attachment sent to Ms. Laura McLin labeled IDS Group - Fee Proposal.

G. Subconsultants

Subconsultant Teaming Partners



Veneklasen Associates (Information Technology / Audio-Visual / Acoustics - optional)

Established in 1947, Veneklasen Associates is the oldest and one of the largest acoustical consulting firms in the United States. Throughout our history, Veneklasen Associates has built a national and international reputation based on competence, performance, quality, timely response and practical and cost-effective solution. We execute our work utilizing innovative science, experience and in-house funded research. Our work is customized for each specific project and client's needs.

Our services encompass architectural acoustics, environmental noise and vibration mitigation, comprehensive low voltage consultation and design for audio-visual (AV), information technology (IT) and security systems including the development of contract documents and formatted specifications. Hiring Veneklasen Associates to provide both acoustical and low-voltage consultation and design provides improved coordination, a single responsibility for "sound" and "convergence" – the harmony that integrated digital systems accomplish at reduced cost.

Sound quality and noise mitigation in the built environment is a significant design element. Our goal is to optimize the acoustics according to building science, aesthetics and cost. By utilizing a proactive, collaborative design approach we are able to address the acoustical effect of the building systems and develop recommendations and performance criteria with the design team and project consultants.



Group Delta (Geotechnical Engineering)

Established in 1986, Group Delta Consultants, Inc. has been providing a broad range of services to meet their clients' diverse needs. Group Delta currently has eight offices and two certified laboratories located in Ontario, Torrance, Anaheim, Irvine, Oakland, Vacaville, Victorville and San Diego. Employing a staff of 110, their environmental engineering and geotechnical engineering team consists of highly skilled environmental engineers, scientists, industrial hygienists, geotechnical engineers, geologists, technicians, and support personnel specialized in their respective fields.

Group Delta strives to provide exceptional, value-added services while ensuring their projects are completed on schedule and within budget for their clients. The high level of involvement from their principals and senior management, and their commitment to developing innovative cost saving solutions has resulted in repeat business and strong client relations. Group Delta has received numerous awards and recommendations from well-known organizations in the public and private sectors highlighting the unique benefits of our approach and methodologies.

Subconsultant Teaming Partners *(cont.)*



Guida Surveying, Inc. (Land Surveying)

Guida Surveying, Inc. (Guida) is a woman-owned land surveying and mapping firm that provides project-based and on-call services throughout California. Since 1995, Guida's team of professional land surveyors, field crews, and office personnel have significantly contributed to this region's infrastructure growth. The firm offers a depth of staffing resources which can provide flexibility to accommodate working off hours, variable days, and locations, if needed.



SCDS Consulting Design (ADA Compliance)

SCDS provides CASp inspection and accessibility services related to ADA compliance.



National Security Systems (Fire Alarm-Fire Sprinklers)

Since 1989, National Security Systems has provided worldwide installation and service of security alarms, fire alarms, access control systems, and security cameras. National Security Systems has the right solution tailored to clients' specific needs. They understand how vital fire life safety systems are for buildings with over thirty years of protecting lives and property, installations installed worldwide, and uncompromising commitment to customer service.

H. Additional Information

The IDS project team presented in this proposal have local HVAC equipment and controls upgrades experience for communities across Southern California. Here are examples of the team's experience.

Department of General Services, Junipero Serra State Office Building Chiller and Cooling Tower Replacement, Los Angeles, CA

Client: Department of General Services

Project Date: 2020 - on-going

Key Project Elements

- | | |
|---------------------------------|---|
| ✓ Historic Building | ✓ Plumbing Engineering |
| ✓ Site Assessment | ✓ Electrical and Structural Engineering; Architecture |
| ✓ Schematic Design Controls | ✓ Construction Documents |
| ✓ Mechanical Engineering Design | ✓ Construction Administration |
| ✓ HVAC | |

IDS is working with the State of California Department of General Services on the Junipero Serra State Office Building project. This historic Downtown Los Angeles landmark was originally designed in 1912 and built in 1914. The IDS Mechanical Engineering team completed design services, construction documents, and construction administration services to replace the chillers, boilers, three Baltimore Air Coil Cooling Towers, and all supporting components performed in two phases:

Phase 1 - Replacement of Cooling Tower CT-1 and Chiller CH-1: Chiller manufacturer technicians will disassemble and reassemble the new chiller to meet vertical height restrictions in the chiller room. There was an addition of a centrifugal separator WF-1 for cooling tower CT-1 basin cleaning.

Phase 2 - Replacement of Cooling Towers CT-2, CT-3, and Chillers CH-2, CH-3: Chiller manufacturer technicians disassembled and reassembled the new chiller to meet vertical height restrictions in the chiller room. IDS connected the cooling tower CT-2 to WF-1 for basin cleaning and removed existing sand filter. It was replaced with a centrifugal separator for cooling tower CT-3 basin cleaning. The scope of work also included the removal and replacement of the existing Chilled Water Pump CHWP-3 and Condenser Water Pump CWP-3.

Contact Information: Mark Nelson, Project Manager, Kitchell CEM | **Phone:** (909) 724-4119

City of Anaheim West Tower HVAC Rehabilitation & Replacement, Anaheim, CA

Client: City of Anaheim

Project Date: November 2020 - on-going

Key Project Elements

- | | |
|---------------------------------|---------------------------------|
| ✓ Facility Equipment Assessment | ✓ HVAC Upgrades and Replacement |
| ✓ Feasibility Study | ✓ Plumbing Engineering |
| ✓ Mechanical Engineering | ✓ Structural Engineering |
| | ✓ Construction Documents |

IDS provided engineering and design services for the HVAC systems at the Anaheim West Tower (AWT), a LEED Gold certified, 11-story, 221,963 sf building in the City of Anaheim (City). The city required sustainable and cost-effective design elements. IDS performed the initial assessment of existing conditions, referenced documents provided by the City and developed concepts for the HVAC rehabilitation based on a prioritized list which included the following: Priority 1 - Replacement of Cooling Tower and adding a new unit, Priority 2 - Overhaul the existing chiller or provide replacement along with associated engineering design work, and Priority 3 - A/C units in the city's data center.

Contact Information: Kal Lambaz, Construction Contracts Administrator

Phone: (714) 765-6935 | **Email:** klambaz@anaheim.net



1 Peters Canyon Road, Suite 130 | Irvine, California 92606 | T: (949) 387-8500 | www.idsgi.com

| ARCHITECTURE AND ENGINEERING SERVICES | | | | | | | | |
|---------------------------------------|-------------------|------------------|--------------------|------------------------|-----------------------|-------------|-----------------------------|------------|
| Discipline | Conceptual Design | Schematic Design | Design Development | Construction Documents | Regulatory Permitting | Bid Support | Construction Administration | TOTAL |
| 1. Architectural Design (1) | \$ 27,488 | \$ 60,278 | \$ 50,231 | \$ 103,811 | \$ 10,046 | \$ 10,046 | \$ 66,975 | \$ 328,875 |
| 2. Civil and Landscape Design | 2,494 | 4,988 | 7,481 | 19,950 | 2,494 | 2,494 | 9,975 | \$ 49,875 |
| 3. Structural Engineering | 2,850 | 5,700 | 8,550 | 22,800 | 2,850 | 2,850 | 11,400 | \$ 57,000 |
| 4. Mechanical Engineering (2) | 4,631 | 9,263 | 13,894 | 37,050 | 4,631 | 4,631 | 18,525 | \$ 92,625 |
| 5. Plumbing Engineering | 1,781 | 3,563 | 5,344 | 14,250 | 1,781 | 1,781 | 7,125 | \$ 35,625 |
| 6. Electrical Engineering (3) | 4,275 | 8,550 | 12,825 | 34,200 | 4,275 | 4,275 | 17,100 | \$ 85,500 |
| 7. Low Voltage | | 1,425 | \$ 1,425 | \$ 7,125 | | \$ 1,425 | \$ 2,850 | \$ 14,250 |
| 8. Audio Visual Design | | 713 | \$ 713 | \$ 3,563 | | \$ 713 | \$ 1,425 | \$ 7,125 |
| 9. Security Systems (BOD for D/B) | | 713 | \$ 713 | \$ 3,563 | | \$ 713 | \$ 1,425 | \$ 7,125 |
| 10. Fire Alarm (BOD for D/B) | | 713 | \$ 713 | \$ 3,563 | | \$ 713 | \$ 1,425 | \$ 7,125 |
| 11. FF and E Design and Procurement | | | \$ 2,138 | \$ 6,413 | \$ 3,206 | \$ 1,069 | \$ 8,550 | \$ 21,375 |
| 12. Topographic Survey | \$ 20,000 | | | | | | | \$ 20,000 |
| 13. Haz-Mat Survey (included) (6) | \$ 6,000 | | | | | | | \$ 6,000 |
| 14. Water/Sewer Line Camera Insp. | \$ 2,000 | | | | | | | \$ 2,000 |
| Subtotals | \$ 71,519 | \$ 95,903 | \$ 104,025 | \$ 256,286 | \$ 29,284 | \$ 30,709 | \$ 146,775 | \$ 734,500 |
| REIMBURSABLE EXPENSES | | | | | | | | |
| Misc. inc. mileage | | | | | | | | \$12,500 |
| Subtotals | | | | | | | | \$12,500 |
| TOTAL PROPOSED FIRM FIXED PRICE | | | | | | | \$ | 747,000.00 |

- Notes**
- 1. Architectural includes Signage and Graphics, Codes and Accessiblility Compliance, Waterproofing and Interior Design.
 - 2. Mechanical includes Building Management System (BMS) as BOD for D/B and Title 24/CalGreen Commissioning.
 - 3. Electrical includes lighting design, BMS, and Title 24/CalGREEN Commissioning.
 - 4. Scope includes coordination with the City and City Construction Manager as well as utilities coordination if requiried.
 - 5. Construction Phase 12 months with weekly on site OAC meetings.
 - 6. Haz-Mat Survey for Lead and Asbestos materials included as a deductive alternate.

EXHIBIT 2

October 19, 2022

Joanna Axelrod
Deputy City Manager/Director of Communications & Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025

Subject: Building Forward, Library Infrastructure Grant
ESCONDIDO PUBLIC LIBRARY
Escondido Public Library
Grant No. BF-1-21-019

Dear Joanna Axelrod:

This letter confirms the California State Library's award of \$10,000,000 in Building Forward grant funds to the City of Escondido for the Escondido Public Library Critical Infrastructure and Modernization Project at the Escondido Public Library. These grant funds are intended to be used toward the project components detailed in the Intent to Fund letter dated September 12, 2022, and on the last page of this letter.

The State Library has also reviewed and approved your request for a 100% reduction in the required local match contribution for your project. Per your application and the requirements set forth in SB 129 (2021), the City of Escondido will contribute \$0 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form, will be sent separately to your organization's authorized representative by email through DocuSign and they must be signed using the DocuSign system.

The following supporting documents are also required and must be submitted through the State Library's online grant portal at: <https://webportalapp.com/sp/buildingforward>:

- Final Project Budget
- Final Project Implementation Plan

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csi-adm@library.ca.gov
www.library.ca.gov

Building Forward Library Infrastructure Grant Program
BF-1-21-019
Page 2

- A resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- If applicable: A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- If applicable: A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

The City of Escondido will receive \$5,000,000 of the award following the submission and approval of all required documents. The remaining funds will be made available following the grantee's completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule.

Please complete and submit all supporting documents within 30 days of receipt of this letter. Contact your grant monitor if you are not able to provide all documentation by that time.

The State Library grant monitor for this project is Kevin Webb. Your grant monitor can be reached by email at kevin.webb@library.ca.gov or phone at (916) 603-6707. Your grant monitor will be available to assist you throughout your grant period.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials as your original documents.

Best wishes for a successful project.

Respectfully yours,

Greg Lucas
California State Librarian

Building Forward Library Infrastructure Grant Program
BF-1-21-019
Page 3

Enclosures: Grant Agreement (for reference only)
Final Project Budget Form and List of Unallowable Costs
Final Project Implementation Plan Form
Sample Authorizing Resolution

CC: Kevin Webb
Annly Roman
Reed Strege
State Library Fiscal Office

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

| | |
|--------------------------|---|
| Grant #: | BF-1-21-019 |
| Organization: | City of Escondido |
| Library: | ESCONDIDO PUBLIC LIBRARY - Escondido Public Library |
| Project Title: | Escondido Public Library Critical Infrastructure and Modernization Project |
| Grant Award Amount: | \$10,000,000 |
| Local Match Amount: | \$0 |
| Total Project Budget: | \$10,000,000 |
| Grant Period Start Date: | Upon execution of Grant Agreement |
| Grant Period End Date: | No later than March 2026 |
| Approved Uses (Outputs): | Replace Roof Replace HVAC System Replace Windows ADA Restroom Upgrade Interior Renovation for Service Improvement |

Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

The City of Escondido is required to provide financial and narrative reports throughout the grant period as outlined in the Grant Agreement and Certificate of Compliance. A final financial and narrative report will be due within 30 days after the project is complete. Grantees will also be required to provide updates throughout the grant period upon request. Progress documentation (e.g. photos or video of grant-funded work) will be required with each report. Reports should be submitted to your grant monitor.

PAYMENTS

Grant payments will be made based on the payment schedule specified in the Grant Agreement. Ten percent (10%) of the full grant award will be withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

GRANT MONITOR CONTACT

We want your project to be successful. Please work with your grant monitor throughout implementation of your project.

| | |
|----------------|---------------------------|
| Grant Monitor: | Kevin Webb |
| Email Address: | kevin.webb@library.ca.gov |
| Phone Number: | (916) 603-6707 |



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



TABLE OF CONTENTS

| | |
|--|-----------|
| PROJECT SUMMARY | 2 |
| PROCEDURES AND REQUIREMENTS | |
| A. Term of the Agreement | 3 |
| B. Scope of Work | 3 |
| C. Budget Detail | 3 |
| D. Narrative and Financial Reports | 4 |
| E. Claim Form and Payment | 5 |
| EXHIBIT A: TERMS AND CONDITIONS | 7 |
| EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS | 22 |
| EXHIBIT C: CERTIFICATION AND COMPLIANCE FORM | 28 |
| A. Certification | 32 |
| EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES | 34 |



PROJECT SUMMARY

Award Agreement between the California State Library and City of Escondido for the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library project.

AWARD AGREEMENT NUMBER BF-1-21-019

This Award Agreement ("Agreement") is entered into on the date of execution of the agreement by and between the California State Library ("State Library") and City of Escondido ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$10,000,000 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until March 31, 2026. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on March 31, 2026, and all grant project costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's submitted application and award packet.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the activities specified in the Grantee's award packet documentation. The Grantee shall request the distribution of grant funding consistent with the approved project budget incorporated herein, and according to the payment schedule

specified in this Agreement. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the State Library, using the sample report documents provided by the State Library. Visual documentation (e.g. still or video photography) will be required as part of each Narrative Report.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

| Reporting Period | Report | Due Date |
|------------------------------------|---|------------------|
| Project start date – March 2023 | Financial Reports Due | May 1, 2023 |
| April 2023 -June 2023 | Financial Reports, Expenditure Detail, and Narrative Reports Due | July 31, 2023 |
| July 2023 – September 2023 | Financial Reports Due | October 31, 2023 |
| October 2023- December 2023 | Financial Reports, Expenditure Detail, and Narrative Reports Due | January 31, 2024 |
| January 2024- March 2024 | Financial Reports Due | April 30, 2024 |
| April 2024 -June 2024 | Financial Reports, Expenditure Detail, and Narrative Reports Due | July 31, 2024 |
| July 2024– September 2024 | Financial Reports Due | October 31, 2024 |

| | | |
|--------------------------------|---|------------------|
| October 2024- December 2024 | Financial Reports, Expenditure Detail, and Narrative Reports Due | January 31, 2025 |
| January 2025- March 2025 | Financial Reports Due | April 30, 2025 |
| April 2025 -June 2025 | Financial Reports, Expenditure Detail, and Narrative Reports Due | July 31, 2025 |
| July 2025– September 2025 | Financial Reports Due | October 31, 2025 |
| October 2025- December 2025 | Financial Reports, Expenditure Detail, and Narrative Reports Due | January 30, 2026 |
| January 2026- March 2026 | Final Financial, Narrative, and Expenditure Reports Due | April 30, 2026 |

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award packet documentation.
2. The Grantee shall complete, sign, and submit the Certification of Compliance form (Exhibit C) and the Financial Claim form (included in your award packet), to the State Library within 30 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to the Grantee organization, please contact the grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the State Library (if applicable) until all conditions agreed upon in this Agreement have been satisfied.
7. **Prompt Payment Clause**
The State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project materials are not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the State Library shall be acknowledged in all promotional materials and publications related to the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library Project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.

- c. **California State Library Logo:** Use of the State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
- d. **Project Photography:** Photographs and videos are a great way to document your project. If obtaining still or video photography featuring members of the public, Grantees should obtain a photo release form. Grantees may use their organization's image release form, or contact the State Library grant monitor for a sample image release form.
3. **Agency:** In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
4. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. **Applicable Law:** The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. **Assignment, Successors, and Assigns:** The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the State Library, the Grantee, and their respective successors and assigns.
7. **Audit and Records Access:** The Grantee agrees that the State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any

records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant monitor or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

City of Escondido
Joanna Axelrod
201 N. Broadway
Escondido, CA 92025
jaxelrod@escondido.org
(760) 839-4871

California State Library
Kevin Webb
900 N Street
Sacramento, CA 95814
kevin.webb@library.ca.gov
(916) 603-6707

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the

Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the State Library pursuant to this section. Also, the State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance and approval of the final report by State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice of Dispute, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the project funded through this Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with

sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withheld.

13. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee

pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A and B) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: The government or legal entity to which a grant is awarded and which is accountable to the State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application, and award agreement and accompanying documentation submitted. The grantee will keep such records and afford such access as the State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant project. In the event an audit should determine that grant funds are owed to the State Library, the Grantee is responsible for repayment of the funds to the State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
24. License to Use: The State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
25. Limitation of Expenditure: Expenditure for all projects must conform to the Grantee's approved budget and with applicable State laws and regulations. The total amount paid by the State Library to the Grantee under this Agreement shall not exceed \$10,000,000 and shall be expended/encumbered in the designated award period.
- During the award period, the Grantee may find that the approved budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (Email)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the State Library Grants Management System, a notification will be sent to the last email address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the Grantee's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to Grantee's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Implementation Plan, and Budget,

of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's approved outputs from the submitted application (including Budget and Implementation plan submitted as part of the required award documents)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Implementation Plan submitted as part of the required award documents. The State Library shall provide funding to the Grantee for only the work and tasks specified in the list of approved outputs at only those costs specified in the Budget submitted as part of the required award documents and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Implementation Plan in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Implementation Plan, approved project outputs, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this Agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the State Library.
36. Public Records Act: Material maintained or used by the State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other State Library funded program.
41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The Grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The Grantee shall be responsible for submitting to the State Library Financial Reports reflecting Grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder, the Grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following

mentioned dates for payment, and the State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
 - 1) \$5,000,000 upon the receipt and approval, by the State Library, of the submission of all required documents as stated in the award letter; execution of the agreement, certification, and claim form by the Grantee organization.
 - 2) The second payment in the amount of \$4,000,000 after the submission and approval of the January 31, 2024 report and receipt, by the State Library, of a completed claim form unless:
 - i. The grantee needs the funding prior to the January date in order for the project to progress. To obtain funding prior to January 31, 2024, the grantee must provide documentation to the grant monitor demonstrating effectively either (a) that the first award payment has been spent, or (b) why the second installment is needed in advance of the scheduled payment.
 - ii. The grantee's January 31, 2024, financial report demonstrates that they have not spent any of their initial payment. The second payment will be held until the Grantee demonstrates effectively that their project is moving forward and additional funding is needed.
 - 3) A final payment in the amount of \$1,000,000 will be made upon submission and approval of the final interim grant report and financial claim form.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, providing technical assistance when needed, and visiting the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this Agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the Budget and the implementation plan included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: The State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by State Library. No delay or omission on the part of State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by State

Library of a provision of this Agreement shall not prejudice or constitute a waiver of State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between the State Library and Grantee, shall constitute a waiver of any of State Library's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of State Library is required under this Agreement, the granting of such consent by State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the State Library.

49. Work Products: Grantee shall provide the State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

1. California Building Codes: Activities funded under this Agreement, regardless of funding source, must be in compliance with all applicable California Building Codes (Cal Code Regs., Title 24).
2. California Environmental Quality Act: Activities funded under this Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.). Information on CEQA may be found in the [California State Clearinghouse Handbook](#).
3. Changes in a project: Any proposed change in the project requested by the Grantee, which would change the information provided during the application process, requires approval from the State Librarian prior to execution. The State Librarian shall have the sole authority to determine if a proposed change by the Grantee is approved or not approved. The State Librarian's decision is final and binding.
4. Compliance with Laws; Consents and Approvals: Grantee will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Grantee, the Property, or the project, and with all applicable directions, rules and regulations of the Fire Marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, or the Infrastructure Project is subject, which may be necessary in relation to this Agreement, development, construction or ownership of the Infrastructure Project, at or prior to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.
5. Contractors and Subcontractor: For the performance of all construction work on the Project, Grantee agrees to use a licensed general contractor or contractors ("Contractor"), in good standing, in order to complete the work described in the grant application. The Grantee hereby certifies that the Contractor is in good standing with the California State Contractors' License Board. The Grantee shall only

contract with contractors who are licensed and shall ensure that the Contractor and any successor thereto shall only contract with subcontractors, that are also so licensed.

6. Contractor Insurance/Bond: Grantees shall be responsible for ensuring that any contractors/subcontractors hired for grant-funded work have all relevant bonds and insurance in place in compliance with prevailing wage and other applicable state and federal laws, the Department of Industrial Relations, and the Department of Consumer Affairs Contractors State License Board requirements.

Insurance:

a. Casualty Insurance

- i. The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:
 - 1) The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
 - 2) The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

b. Workers' Compensation and Employer's Liability Insurance

- i. In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
- ii. In accordance with Labor Code Section 1861, the Contractor shall submit to the Grantee the following certification before performing the work:
 - 1) I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.
- iii. Contract execution constitutes certification submittal.
- iv. The Contractor shall provide Employer's Liability Insurance in amounts not less than:
 - 1) \$1,000,000 for each accident for bodily injury by accident
 - 2) \$1,000,000 policy limit for bodily injury by disease
 - 3) \$1,000,000 for each employee for bodily injury by disease
- v. If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

c. General Liability Insurance

- i. The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:
 - A. Premises, operations, and mobile equipment
 - B. Products and completed operations
 - C. Broad form property damage (including completed operations)
 - D. Explosion, collapse, and underground hazards
 - E. Personal injury
 - F. Contractual liability
- ii. The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications. The maximum required Liability Insurance limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications shall apply to certified Small Business subcontractors for work performed on the project, regardless of tier. The provisions of Section (d)(i), "Liability Limits/Additional Insureds," shall be included in all subcontracts for all tiers.

Public works construction projects, as defined in [Labor Code Section 1720 et seq.](#), must meet prevailing wage requirements. California law requires that workers are not paid less than the general prevailing rate of per diem wages on public works projects.

d. LIABILITY LIMITS/ADDITIONAL INSUREDS

- i. The limits of liability shall be at least the amounts shown in the following table:

| Construction Contract Amount ⁴ | For Each Occurrence ¹ | Aggregate for Products/ Completed Operation | General Aggregate ² | Umbrella or Excess Liability ³ |
|---|----------------------------------|---|--------------------------------|---|
| ≤\$1,000,000 | \$1,000,000 | \$2,000,000 | \$2,000,000 | \$5,000,000 |
| >\$1,000,000 ≤\$15,000,000 | \$1,000,000 | \$2,000,000 | \$2,000,000 | \$10,000,000 |
| >\$15,000,000 ≤\$25,000,000 | \$2,000,000 | \$2,000,000 | \$4,000,000 | \$15,000,000 |
| >\$25,000,000 | \$2,000,000 | \$2,000,000 | \$4,000,000 | \$25,000,000 |

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

"Construction Contract Amount" is the total amount of the construction contract all or a portion of which is funded with Building Forward Grant funds.

7. Delay: Grantee shall promptly notify the State Library in writing of any event causing delay or interruption of the project beyond the scheduled implementation plan timeline. The notice shall specify the work delayed and the cause and period of each delay.
8. Documentation: Grantees shall provide to the State Library photographic documentation of the project site prior to the start of the project, during the project, and upon completion of the project.
9. Grantee's Responsibility: Grantee and its representatives shall:
 - a. Faithfully and expeditiously perform or cause to be performed all project work as described in the application, timeline/activities, and budget submitted by the Grantee.
 - b. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in relation to the grant funds.
 - c. Comply with all applicable California laws and regulations.
 - d. Implement the project in accordance with applicable provisions of the law.
 - e. Fulfill their obligations under the Agreement and be responsible for the performance and completion of the project.
 - f. Follow all applicable local, state and/or federal laws pertaining to the expenditure of funds.

- g. Retain any bid, contracts, and any other pertinent documentation. Likewise, all local, state, and federal permits required for construction projects must be acquired by the grantee and retained for a period of five (5) years after the end of the grant period.
10. Inspection of the Project: The State Library shall have the right to inspect the project during the grant term. Grantee shall deliver to the State Library any inspection reports prepared, to the extent available to the Grantee. Inspection of the project shall be for the sole purpose of protecting the State of California's interest and is not to be construed as a representation by the State Library that there has been compliance with plans or that the project will be free of faulty materials or workmanship. The Grantee can make or cause to be made such other independent inspections as the Grantee may desire for its own protection.
11. Interest: Any interest earned on grant funds held by the Grantee shall be contributed to the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library Project. Interest funds cannot be used as local matching funds.
12. Maintenance and Operation: The Grantee is responsible for ensuring that grant projects funded by the State of California are maintained and operated in the same condition as when the project was completed; normal wear and tear is accepted. Maintenance and operations standards should be adopted upon completion of the project.
13. Matching Funds: Per the Budget Act of 2021 (Chapter 69, Statutes of 2021, Item 6120-161-0001 1d) Grantees shall be required to match state funds on a dollar-for-dollar basis. The State Library may reduce the amount of required matching funds if the requesting local library jurisdiction can demonstrate that it is eligible and financially unable to provide the required matching funds. Upon receipt and assessment of a reduction request, the State Library may lower the match requirement, as follows:
- For each library with local operating include per capita (LIPC) of more than \$40, no reduction in local match is allowed
 - For reach library with an LIPC between \$40 and \$15.01, the local match may be reduced by half.
 - For each library with an LIPC of \$15 of less, the local match may be eliminated.
14. Permits, Licenses, Approvals, and Legal Obligations: Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations,

and ordinances. Grantee shall be prepared to provide copies of permits and approvals to the State Library should the State Library request copies.

15. Relationship of Parties: If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the project application and implementation plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
16. Use of Funds: Grantee agrees that the grant funds shall be expended only in accordance with the applicable statutes and Grant Guidelines governing the Program, and only for the purposes and activities set forth in this Agreement and the Grantee's approved outputs, budget, and implementation plan completed as part of the award packet documentation. The grant funds shall be used exclusively for the payment of, or reimbursement for, approved costs as shown in the project budget completed as part of the award packet documentation or the amended budget as approved in writing by the State Library. Such payment of costs to be made only after the costs have been incurred by the Grantee. "Approved Costs" shall mean all hard and soft eligible costs under the project (and modifications thereto), which were approved, or will be approved by the State Library, which are needed for the completion of the project, in accordance with application.
17. Use of site: The facility, or the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds received as part of the Building Forward grant program will be dedicated to public library service and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
18. Withdrawal of a Project: If it is determined by the grant recipient that a project cannot be completed within the scope of the approved application, the project may be withdrawn by the Grantee prior to the completion of fifty percent of the project. Upon withdrawal of a project, all unspent funding must be returned to the State Library along with a completed detailed expenditure form showing how any unreturned funds were spent.



EXHIBIT C: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to implement this grant-funded project.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other participants or contractors in the grant-funded project have agreed to the terms of the Award Agreement and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this project from the funds awarded for the activities and services described in the attached award packet, as approved and/or as amended by the California State Librarian.

I certify that I have reviewed and understand the list of unallowable costs and that my project does not contain any of the unallowable costs listed.

The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this project, to include the requirements listed below in this Certification of Compliance Form.

2. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$10,000,000. This award will fund library facility improvements as set forth in the list of approved outcomes, Implementation Plan and Budget as approved and/or as amended by the California State Librarian.
3. The authorized representative, on behalf of the Grantee, hereby certifies that City of Escondido will provide a cash match in the amount of \$0. The matching funds (if applicable) will be expended during the grant period at the same rate as the state-provided grant funds.

4. The authorized representative, on behalf of the Grantee, hereby certifies that the project property, or a part thereof, will be dedicated to public library services and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
5. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
6. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

7. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

8. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
9. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)
10. **RESOLUTION:** A county, city, district, or other local public body must provide the State Library with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
11. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

12. DRUG FREE WORKPLACE:

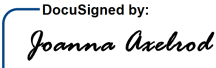
- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

13. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all project staff, will ensure all project materials will meet California accessibility standards.

14. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with all California non-discrimination laws.

15. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with California State Library acknowledgement requirements.

Certification

| | |
|--|--|
| ORGANIZATION | |
| Name: city of Escondido | Address <i>(official and complete)</i> : 201 N. Broadway Escondido, CA 92025 |
| PROJECT COORDINATOR | |
| Name: Joanna Axelrod | |
| Email: jaxelrod@escondido.org | Phone: 760-839-4871 |
| GRANTEE AUTHORIZED REPRESENTATIVE | |
| Name: Joanna Axelrod | Title: Deputy City Manager |
| Email: jaxelrod@escondido.org | Phone: 760-839-4871 |
| Signature:  <small>DocuSigned by: Joanna Axelrod 0A4221C4E841433...</small> | Date: 11/28/2022 |

Authorized Representative Signature


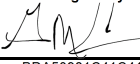
| | |
|--|--|
| ORGANIZATION | |
| Name: City of Escondido | Address (official and complete): 201 N. Broadway Escondido, CA 92025 |
| AUTHROIZED REPRESENTATIVE | |
| Signature: <small>DocuSigned by:</small>  <small>0A4221C4E841433</small> | Date: 11/28/2022 |
| Printed Name of Person Signing: Joanna Axelrod | Title: Deputy City Manager |
| STATE OF CALIFORNIA | |
| Agency Name: California State Library | Address: 900 N Street, Sacramento, CA 95814 |
| Signature: <small>DocuSigned by:</small>  <small>BDA5994C41C416</small> | Date: 3/9/2023 |
| Printed Name of Person Signing: Greg Lucas | Title: California State Librarian |



EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
Please Check State of California, Department of Human Resources Website for
updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

| | |
|---|---|
| Mileage: Rate subject to change | \$0.585 per mile – approved business/travel expense |
| Meals: Receipts are required | \$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals |

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

| | |
|--|---|
| Hotel: Receipts are required and MUST have a zero balance. | \$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes. |
|--|---|

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

| | |
|--|--|
| AIRLINE TICKETS: Itinerary and receipts are required | Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense. |
|--|--|



November 1, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
Grants and Bureau Operations Manager
California State Library
900 N Street
Sacramento, CA 95814

**Building Forward
Round 1
Grant Monitor Checklist**

- Final Project Budget
- Final Project Implementation Plan
- Resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- Grant Agreement and Certification of Compliance

If required based on specific project

- A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

All relevant documents received and approved by Kevin Webb.

DocuSigned by:
Kevin Webb
B1E45C1F15634E8...

Grant Monitor Signature

CALIFORNIA STATE LIBRARY
Infrastructure – Building Forward**FINANCIAL CLAIM****1st PAYMENT**

Grant Award #: BF-1-21-019 **Date:** 11/28/2022

Invoice #: BF-1-21-019-01 **PO #:** 5346

Payee Name: City of Escondido
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 201 N. Broadway Escondido, CA 92025
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$5,000,000.00 **Type of Payment:**

Payable Upon Execution of Agreement ☒ **PROGRESS**

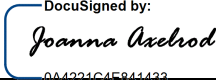
Grantee Name: City of Escondido ☐ **FINAL**
(Name on Award Letter and Agreement) ☐ **IN FULL**

Project Title: Escondido Public Library ☐ **AUGMENT**

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By 
0A4221C4E841432...
(Signature of the Authorized Representative)
Joanna Axelrod
(Print Name)

Deputy City Manager
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

EMAIL A SCANNED COPY:
stategrants.fiscal@library.ca.gov

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office –State Funded Programs
PO Box 942837
Sacramento, CA 94237-0001

State of California, State Library Fiscal Office

ENY: 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000

ITEM NO: 6120-161-0001, Chapter 84, Statutes of 2021
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By 
1081351365FD493...
(State Library Representative)

Date 3/9/2023

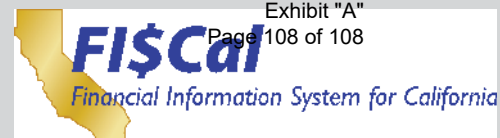
GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal
Government
Agency Name

Remit-To
Address (Street
or PO Box)

City

State

Zip Code+4

Government Type:

☐ City☐ County☐ Special District☐ Federal☐ Other (Specify)

Federal
Employer
Identification
Number
(FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Contact Person

Title

Phone number

E-mail address

Signature

Date