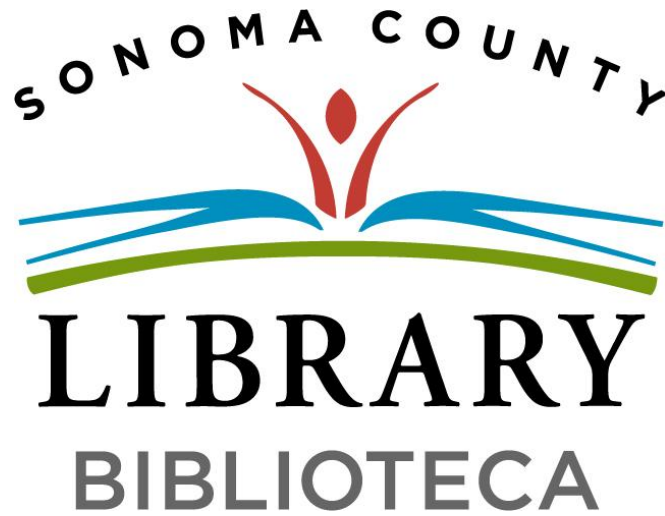




Request for Proposals

Mosaic Sculpture/Structure
Roseland Regional Library

Date of Issuance: July 13, 2026
Proposals Due: 11:59 PM PST September 4, 2026

I. GENERAL PROJECT DESCRIPTION

A. Introduction

1. Project Background and Description

The Sonoma County Library (the “Library”) is a Joint Powers Authority entity established in 1975 (and revised in 2014) among the County of Sonoma and the county’s nine incorporated cities to provide library services throughout the county, with an 11-member Library Commission that serves as its sole governing body. The Library Director is responsible for strategic and operational oversight of the library.

The Library provides a general and comprehensive collection of books, magazines, periodicals, subscription databases, and multi-media materials for reference and public borrowing. Services are offered through 15 facilities, including 12 full-service facilities, 2 rural stations, and 1 temporary location.

Our mission is to bring information, ideas, and people together to build a stronger community. SCL recently developed new vision and values statements to complement our mission. You may find information about our mission, vision, and values here:

<https://www.sonomalibrary.org/about/missionvision>

The Library is currently in the construction phase of a new regional library serving the Roseland community of Santa Rosa. The new Roseland Regional Library will serve as the centerpiece of the Hearn Community Hub, a collaborative civic campus in southwest Santa Rosa designed to bring together essential public services in one accessible location. The approximately 12,500-square-foot library will provide welcoming spaces for children, teens, and adults; flexible community meeting and program rooms; technology and digital access; study and collaboration spaces; and expanded collections and services. Designed as an inclusive gathering place, the library will support literacy, lifelong learning, workforce development, cultural programming, and community connection. The project reflects Sonoma County Library's commitment to equitable access and will serve one of the county's most diverse and fastest-growing neighborhoods by creating a vibrant destination that celebrates Roseland's rich cultural heritage while meeting the community's evolving educational and civic needs.

2. Objective of This Request for Proposals

The objective of this Request for Proposals is to select an artist or artist team to design, fabricate, and install a permanent, site-specific mosaic sculpture or structure that serves as a welcoming landmark for the new Roseland Regional Library. The artwork should celebrate the library as a place of learning, creativity, connection, and belonging while reflecting the cultural richness, resilience, and diversity of the Roseland community. The project will incorporate meaningful community engagement and a community "buy-a-tile" fundraising initiative, resulting in a durable and inspiring public artwork that fosters community pride and enhances the library as a vibrant civic destination.

Eligibility

Only artists selected during Round 1 of the Request for Qualifications (RFQ) process and subsequently invited to submit a Request for Proposals (RFP) are eligible to apply.

B. Scope of Work and Process

1. Project Opportunity

The Sonoma County Library invites finalists from round one of the Request for Qualifications to design and create a site-specific mosaic sculpture or structure for the new Roseland Regional Library.

This public art opportunity will create a welcoming and visually engaging focal point that reflects the library's role as a center for learning, connection, and community. The artwork should celebrate themes such as literacy, storytelling, cultural diversity, access to information, and lifelong learning, while resonating with the unique identity of the Roseland community.

The completed artwork will:

- Enhance the library as a vibrant civic space
- Create a sense of place and community pride
- Serve as an inviting visual landmark for visitors of all ages
- Reflect the mission and values of Sonoma County Library

The Library anticipates selecting one artist or artist team to complete the project.

The selected proposal will serve as the basis for design development. Following artist selection, the Library will work collaboratively with the artist to refine the design, incorporate feedback received during the public engagement process, address engineering and constructability requirements, and finalize the artwork prior to fabrication.

2. Project Location

This work will be situated at the new Roseland Regional Library as part of the Hearn Community Hub, located at the intersection of Hearn and Dutton. The specific location for the work is identified in the drawing below. The project will have access to in-ground lighting. The proposed location is shown below, including a street view and an aerial view. The building is currently under construction, and some site details may be refined prior to installation.

Artists should consider:

- Visibility from key entry points.
- Pedestrian circulation and public safety.
- Integration with the surrounding architecture and landscape.
- Opportunities for interaction and gathering.
- Coordination with site utilities, irrigation, and landscape features.
- Integration of in-ground lighting into the final artwork, if appropriate.

Additional site information, including dimensions for the proposed location, available utility locations, irrigation, lighting, and construction documents, will be provided to the selected artist as they become available during the design development phase.



3. Community Context: Roseland

Roseland is a vibrant and historically rich neighborhood in southwest Santa Rosa, shaped by generations of residents whose cultures, languages, and lived experiences contribute to its strong sense of identity and resilience. The community includes a large and diverse Latino/a/x population, many multilingual households, and families with deep roots in the region alongside newer arrivals.

Roseland has long been a center of cultural expression, entrepreneurship, and community advocacy. The neighborhood continues to evolve, with the new Roseland Regional Library serving as a welcoming hub for education, connection, and opportunity.

The selected artwork should reflect and honor the community in an authentic and meaningful way, avoiding stereotypes or generalized imagery.

4. Artwork Approach & Materials

Artists are asked to propose a durable, permanent mosaic sculpture or structure appropriate for a high-traffic public setting. Mosaic materials may include ceramic, glass, stone, or other weather-resistant materials.

Artwork Design Requirements

The proposed artwork should:

- Be a three-dimensional mosaic sculpture or structure designed for permanent outdoor installation.
- Serve as a visually engaging focal point that considers visibility, scale, and multiple viewing angles.
- Be accessible and engaging for a diverse, multigenerational audience.
- Integrate thoughtfully with the architecture, landscape, and overall character of the Roseland Regional Library.
- Be capable of being engineered and installed safely in accordance with applicable building codes and industry standards.
- Be durable, vandal-resistant, and designed to withstand weather exposure with reasonable long-term maintenance.
- Be compatible with the project budget, site conditions, and project schedule.

5. Project Goals

The Library aims to:

- Integrate art into a welcoming and inclusive public space
- Reflect library-centered themes such as reading, imagination, and knowledge-sharing
- Celebrate the cultural richness of Roseland
- Inspire curiosity, creativity, and a sense of belonging

Design Inspiration (Examples Only)

Artists are encouraged to interpret the role of the library creatively. Potential themes include:

- Stories and storytelling
- Learning and lifelong curiosity
- Language and communication
- Community and belonging
- Access and opportunity

- Imagination and creativity

These themes are intended as inspiration rather than requirements. Artists are encouraged to develop their own unique interpretation.

6. Community Engagement & Fundraising Component

Community engagement is a core component of this project. The selected artist will work with Sonoma County Library to create meaningful opportunities for Roseland residents to participate in the development of the artwork while maintaining the artistic integrity of the final piece.

Community Engagement

The artist should propose an approach that:

- Reflects local voices, cultures, and lived experiences.
- Builds community connection and ownership.
- Provides meaningful opportunities for creative participation.
- Is inclusive, culturally responsive, and accessible.
- Balances community participation with the artist's creative vision and responsibility for the final design.

Community Fundraising Component

This project includes a community-based fundraising initiative that will allow community members to sponsor or select mosaic tiles or elements that will be incorporated into the completed artwork. Sonoma County Library will manage fundraising logistics, donor coordination, and community participation. The selected artist will develop the artistic framework for integrating community-selected elements into a cohesive and unified design while maintaining the artistic integrity of the finished artwork.

Artists should describe how they will:

- Incorporate at least 200 community-selected tiles or mosaic elements into a cohesive overall design.
- Establish a clear artistic framework for integrating community-selected elements while maintaining visual unity.
- Ensure the artwork is durable and appropriate for permanent public installation.
- Incorporate donor recognition into the artwork or surrounding site, in coordination with the Library.

Coordination

Sonoma County Library will coordinate fundraising logistics, donor communications, and overall community outreach. The selected artist will collaborate with Library staff to develop and participate in community engagement activities and to integrate community-selected mosaic elements into the final artwork. Costs associated with the artist's participation in these activities should be included in the project budget.

7. Selected Artist Deliverables

The selected proposal is expected to serve as the basis for the final artwork. Sonoma County Library reserves the right to work collaboratively with the selected artist to refine the design during the design development phase to address engineering, constructability, budget, site conditions, and community engagement outcomes.

The selected artist will be expected to provide, at a minimum:

- Final design drawings and color renderings incorporating any refinements made during the design development process.
- Engineering drawings and calculations stamped by a licensed California structural engineer, if required.
- Fabrication drawings and specifications.
- A detailed installation plan, including coordination with the Library and project team.
- A finalized project schedule.
- A maintenance and conservation plan, including recommended cleaning procedures and anticipated long-term maintenance requirements.
- Warranty information for materials and workmanship.
- Final digital files of renderings, drawings, and other project documentation.
- Completion of the artwork, including installation, by June 2027.

Copyright ownership, licensing, and intellectual property rights for the completed artwork will be addressed in the Professional Services Agreement.

The selected artist will coordinate with Sonoma County Library, the project architect, landscape architect, general contractor, and other members of the project team as necessary to ensure successful integration of the artwork.

C. Budget

A total budget of \$150,000 is available. This amount is inclusive of all costs associated with the project, including but not limited to:

- Artist fees
- Design and design development
- Artist-led community engagement activities
- Materials and fabrication
- Engineering, including stamped engineering drawings
- Transportation, lodging (if applicable), and installation, including foundation work
- Insurance
- Required permits
- Contingency (minimum 10%)

The selected artist is responsible for managing the project budget and ensuring that all work can be completed within the available funds.

Finalist Honorarium

Each invited finalist who submits a complete proposal in accordance with the requirements of this RFP will receive a **\$500 honorarium** in recognition of the time and effort required to develop a proposal.

The honorarium is intended to compensate artists for proposal development only and is separate from the project budget. Honorarium payments will be made after submission of a complete proposal and receipt of all required proposal materials.

The selected artist will be required to enter into the Professional Services Agreement included as Attachment A and comply with all applicable contract requirements, including insurance requirements.

E. Schedule

The following Schedule applies to this RFP ("Schedule"). The Schedule is subject to change and, except as provided below, changes will be made by written amendment distributed to every person who has requested notice related to this RFP.

Week of July 13-17, 2026	Project orientation for finalists
September 4, 2026	Deadline to submit proposals
September 14-18, 2026	Public Display of Proposals and community feedback
September 21-25, 2026	Artist interviews (if needed) and final selection
October 7, 2026	Approval of contract at Library Commission meeting
October 2026	Contract execution and project kickoff
May 2027	Construction of building completed
June 2027	Installation completed
June/July 2027	Library grand opening

Public Review Process: During the public display period, community members will have an opportunity to review the finalist's proposed designs and provide comments to the Library. Community feedback will be shared with the selection panel and considered as one factor in the evaluation process. Final artist selection will be based on the published selection criteria, community input, and the panel's professional judgment.

F. Questions

Proposers may submit written questions regarding this RFP via email to the contact person below on or before the date listed in the Schedule. The Library will respond to each properly-submitted question in writing via email on or before the date set forth in the Schedule. The Library's will send each question and answer to every artist who has requested notice regarding this RFP.

Questions regarding this RFP should be sent via e-mail to the Library's contact person:

Erika Thibault, Library Director
ethibault@sonomalibrary.org

All questions and responses must be in writing; no verbal communications between a proposer and Library staff regarding the substance of a pending RFP are permitted, and any verbal representations provided by Library staff are not binding on the Library.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Library's contact person of such perceived error. Modifications to this RFP may be made by addenda, which then become part of this RFP.

G. Amendment, Withdrawal, Rejection, or Multiple Awards of RFP

The Library reserves the right to amend any portion of this RFP on or before the proposal submission deadline listed in the Schedule by issuing written notice to all persons and organizations who have requested notice.

The Library may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The Library's waiver of an immaterial deviation or defect shall in no way

modify the RFP or excuse a proposer from full compliance with solicitation document specifications. The Library reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the Library's best interest. Moreover, the Library reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the Library.

In addition to the right to reject any and all proposals, in whole or in part, the Library also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Library responsible for the cost of preparing any proposal submitted in response to the RFP.

II. SUBMISSION OF PROPOSALS

A. Proposal Format

Proposals shall follow the organization described below. Materials that substantially deviate from the required format may be deemed nonresponsive.

1. Written Proposals

Proposals must be in writing and signed by the proposer or its authorized representative.

2. Submission Copies and Due Date

Proposals will only be accepted via email. Only one copy is required. Proposers must submit their proposals by email to:

Sonoma County Library
Erika Thibault, Library Director
Email: ethibault@sonomalibrary.org
Phone: (707) 867-8188

Proposals must be received by 11:59pm on September 4, 2026

Proposals received after this time, in any other manner, or at any other location will not be accepted.

Large Files: If proposal materials, including renderings or other visual files, exceed the size limits for email attachments, proposers may submit those materials through a secure file-sharing service (such as Dropbox, Google Drive, OneDrive, WeTransfer, or a similar platform). Any shared links must permit Library staff to access and download the files without requiring additional permissions or account registration. It is the proposer's responsibility to ensure that all files remain accessible until the proposal evaluation process is complete.

3. Proposal Requirements

To be considered, proposals must include the following:

1. Cover Letter (1 page maximum)

Include the name of the artist or artist team, primary contact information, and a brief introduction to your team and your interest in the project

2. Proposal Summary (1 page maximum)

Provide a concise overview of the proposed artwork, overall approach, and project implementation strategy..

3. Concept Proposal (3–5 pages maximum)

Describe your proposed artwork, including:

- The conceptual inspiration.
- How the artwork reflects the Roseland community and the library's mission as a place of learning, creativity, connection, and belonging.
- How the artwork responds to the proposed site.
- How the design meets the project goals.

4. Concept Renderings

Submit color renderings, sketches, digital illustrations, or other visual representations sufficient to communicate the proposed artwork. Include multiple views and, if possible, depict the artwork within the proposed site.

5. Community Engagement and Participation Plan (2–3 pages maximum)

Describe your proposed approach to engaging the Roseland community throughout the design process.

Your plan should address:

- Meaningful, inclusive, and culturally responsive engagement.
- Proposed engagement activities, such as workshops, story-gathering sessions, or design input opportunities.
- How community input will inform the artwork while maintaining artistic integrity.
- Your approach to incorporating the "buy-a-tile" fundraising initiative into the artwork while maintaining visual cohesion.

6. Technical Approach (3 pages maximum)

Describe the proposed materials, fabrication methods, engineering considerations, installation approach, anticipated foundation and equipment needs, durability, and long-term maintenance considerations. Include any anticipated coordination with the Library, contractor, or project team.

7. Project Schedule (1 page maximum)

Provide a proposed schedule identifying major milestones from design development through fabrication, community engagement, engineering, installation, and project completion. The schedule should demonstrate the ability to complete installation by June 2027 2027.

8. Detailed Project Budget (2 pages maximum)

Provide a detailed budget showing anticipated costs for:

- Artist fee
- Design and design development
- Community engagement and participation activities
- Engineering

- Fabrication
- Materials
- Transportation and travel (if applicable)
- Installation, including foundation work
- Permits
- Insurance
- Contingency
- Other anticipated project expenses

9. Maintenance Plan (1–2 pages maximum)

Describe the anticipated long-term maintenance requirements for the artwork, including recommended cleaning methods, expected material lifespan, inspection recommendations, repair considerations, replacement of damaged components, anti-graffiti treatments (if applicable), and any specialized maintenance requirements. This information will be used in developing the long-term maintenance agreement for the artwork.

B. Proposal Duration and Contract Timing Requirements

All proposals will remain in effect and shall be legally binding for at least one hundred and twenty (120) days after the proposal submission due date listed in the Schedule.

Unless otherwise authorized by the Library, the selected artist will be required to execute a contract with the Library for the services requested within sixty (60) days of the Library's issuance of the notice of intent to award. If agreement on contract terms and conditions acceptable to the Library cannot be achieved within that timeframe, or if it appears that an agreement will not be possible after reasonable negotiations have been conducted (as determined at the sole discretion of the Library), then the Library reserves the right to retract the notice of intent to award and proceed with awards to other artists, or to withdraw this RFP.

C. Withdrawal and Submission of Modified Proposals

A proposer may withdraw a proposal at any time prior to the submission deadline listed in the Schedule by submitting a written notification of withdrawal signed by the proposer or its authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

D. Confidentiality of Information Contained in Proposals

1. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the Library. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by transmittal of the Notice of Intent to Award Contract described in Section IV.A, below, or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

2. Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the Library for honoring such a designation. The failure to so label any information that is released by the Library shall constitute a complete waiver of all claims for damages caused by or related to any release of the information.

E. Disqualification or Rejection of Proposal

The Library may, at its sole discretion, disqualify or reject a proposal if it fails to furnish all information requested in this RFP, fails to follow the format requested in this RFP, or contains false, incomplete, misleading, or unresponsive statements.

III. SELECTION PROCESS

A. Selection Committee to Review Proposals

The Library shall form a Selection Committee to review the content of all proposals submitted in response to this RFP. The Selection Committee may be comprised of Library employees or officers, Commission members, or persons outside of the Library. The Selection Committee shall review and evaluate all timely proposals based on the terms of this RFP and shall make a recommendation for selection of a artist to the Library Commission. The Library Commission is ultimately responsible for approving any contract to be awarded under this RFP, in its sole discretion.

Those Library employees who have a conflict of interest with a person or business entity submitting a proposal shall not participate in the review or selection process, per Government Code § 87100. Any person or business entity submitting a proposal who has such a relationship with a Library employee who may be involved in the selection process shall advise the Library of the name of its employee in the proposal.

The Selection Committee may reject any or all proposals, or portions thereof, if it determines that it is in the Library's best interests to do so.

Highest-ranking artists or artist teams may be asked further questions and should be available to meet virtually during the week of September 21-26, 2026.

B. Evaluation Criteria

The selection panel will evaluate proposals based on the following criteria:

- **Artistic Concept and Design Quality (30%)**
The overall artistic merit, creativity, originality, and visual impact of the proposed artwork, including how well it responds to the project goals and the Roseland Library site.
- **Responsiveness to the Project Vision and Community Context (20%)**
The extent to which the proposal reflects the mission of Sonoma County Library, the

cultural richness and identity of the Roseland community, and the project's themes of learning, storytelling, connection, belonging, and access.

- **Community Engagement and Participation Plan (20%)**
The strength, feasibility, and inclusiveness of the proposed community engagement approach, including meaningful opportunities for participation and thoughtful integration of the "buy-a-tile" fundraising initiative while maintaining artistic integrity.
- **Technical Feasibility and Project Implementation (15%)**
Demonstrated understanding of fabrication, engineering, installation, durability, maintenance, project schedule, and the ability to successfully complete the project within the available budget and timeline.
- **Budget and Project Management (15%)**
The reasonableness and completeness of the proposed budget and the overall value provided in relation to the project's goals and available funding.

C. Defects in Proposals

An error in a proposal may cause the Selection Committee to reject that proposal; however, the Selection Committee may, in its sole discretion, retain the proposal and make certain corrections if the proposer's intent is clearly established based on review of the complete proposal submitted. The Selection Committee may also correct obvious clerical errors.

D. Additional or Supplemental Information

The Selection Committee may, during the evaluation process, request any proposer to provide additional information which the Selection Committee deems necessary to evaluate the proposer's ability to perform the required services. Such information shall be required to be provided in writing, and shall become part of the proposal on record.

E. Interviews

After initial screening, the Selection committee will select those proposers deemed most qualified for this project for further evaluation. Interviews of those selected proposers may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

F. Selection of Proposals

Selection will be based on the evaluation criteria set forth in this RFP. The Library reserves the right to select the proposal that best meets the goals and objectives of the project.

The Library is not responsible for any costs incurred in the preparation or submission of a proposal or any work performed prior to the execution of a contract.

IV. CONTRACT AWARD

A. Notice of Intent to Award Contract

Upon selecting a proposal, the Library will enter into contract negotiations with the chosen artist. If such negotiations are unsuccessful, the Library will proceed to negotiate with the proposer who scored next highest in rank.

Upon successful completion of contract negotiations, all proposers who have submitted proposals in response to this RFP will be provided with notice as to the successful artist through a notice of intent to award contract.

B. Contract Award

The Selection committee will make a recommendation on awarding a contract to the Library Commission. No contract will be in effect until approved by the Library Commission.

This RFP does not commit the Library to award a contract. The Library has absolute discretion in awarding a contract and reserves the right to waive informalities and irregularities in this RFP and/or the proposals received. The Library reserves the right to accept or reject any or all proposals or to modify or cancel this RFP in part or its entirety.

C. Protest Process

Any protests to this RFP, the selection process, or the awarded contract must be in writing and must comply with the requirements set forth in the Library's Purchasing and Bid Protest Policy and Procedures, found on the Library's website in the [Policies and Procedures section](#).

Attachments:

Attachment A: Sonoma County Library Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of _____ (the "Effective Date") is made by and between the Sonoma County Library, a Joint Powers Authority Entity (hereinafter referred to as "Library") and _____, a _____, authorized to conduct business in the State of California (hereinafter referred to as "Consultant"), pursuant to the terms and conditions set forth below.

RECITALS

A. Consultant represents that it is a duly qualified to provide _____ to California libraries.

B. In the judgment of the Library, it is necessary and desirable to employ the services of _____ to assist it in _____ for the Library.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Scope of Services.

1.1 **Consultant's Specified Services.** Consultant shall perform the services described in the attached Exhibit A, which is incorporated herein (hereinafter referred to as the "Scope of Work"), and within the times or by the dates as provided therein. In the event of a conflict between the body of this Agreement and its exhibits, the provisions in the body of this Agreement shall control.

1.2 **Cooperation.** The parties shall cooperate with each other in the performance of this Agreement.

1.3 **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If the Library determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Library, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with the Library to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 **Assigned Personnel.** Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time the Library, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from the Library. Further, any and all persons identified in this Agreement or any exhibit hereto as the project

manager, project team, or other professional performing work hereunder are deemed by the Library to be key personnel whose services were a material inducement to the Library to enter into this Agreement; Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the Library.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates and terms set forth in Exhibit B, attached hereto and incorporated herein. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Library. The invoices shall show or include: (a) the tasks performed; (b) the time in quarter hours devoted to the tasks; (c) the hourly rate or rates of the persons performing the tasks; and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. In no event shall the total payable under this Agreement exceed _____.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date through _____, unless terminated earlier in accordance with the provisions of Article 4, below.

4. Termination.

4.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, the Library shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the Library may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant shall deliver all materials and work product created pursuant to this Agreement to the Library within 14 days following the date of termination, and shall submit an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by the Library, and if services are invoiced at an hourly rate hereunder, Consultant shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder; if services are instead invoiced on a project basis, then Consultant shall be entitled to a pro rata amount of payment for all services satisfactorily rendered to the date of termination and any related expenses, based on the project as a whole. However, if the Library terminates the Agreement for cause pursuant to Section 4.2, then it shall deduct from such payment the amount of damage, if any, sustained by Library by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Library Director has the authority to terminate this Agreement on behalf of the Library.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Library (including its commissioners, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the Library based upon a claim relating to Consultant's performance or obligations under this Agreement. This provision shall be interpreted broadly in favor of the Library, and Consultant's obligations under this provision apply whether or not there is concurrent negligence on the Library's part, but to the extent required by law, excluding liability due to the Library's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, fire, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Director in a form approved by the Library's General Counsel. The Library must authorize all other extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Library.

9. Representations of Consultant.

9.1 Standard of Care. Library has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of

Consultant's work by the Library shall not operate as a waiver or release. Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

9.2 Status of Consultant. The parties intend for Consultant to perform services under this Agreement as an independent contractor, and further agree that: (a) Consultant is free from the control and direction of the Library in performing services under this Agreement; (b) the services to be performed under this Agreement are outside the usual course of the Library's business; and (c) Consultant is customarily engaged in an independently-established business of the same nature as the services to be performed for the Library under this Agreement. In the event the Library exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the Library harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case the Library is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish the Library with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the Library for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed or engaged as a subcontractor. In addition, if requested to do so by the Library, Consultant shall complete and file, and shall require any other person doing work under this Agreement to complete and file, a Form 700 "Statement of Economic Interest" with the Library disclosing Consultant's or such other person's financial interests.

9.6 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 Assignment of Rights. Consultant assigns to Library all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all

versions of the data and reports now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Library in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Library may direct, and refraining from disclosing any versions of the data and reports to any third party without first obtaining written permission of Library. Consultant shall not use or permit another to use the data and reports in connection with this or any other project without first obtaining written permission of Library.

9.8 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of the Library. The Library shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to the Library all such documents, which have not already been provided to the Library in such form or format, as the Library deems appropriate. Such documents shall be and will remain the property of the Library without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of the Library.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits the Library's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments ("notices") shall be made in writing and may be given by personal delivery, email, U.S. Mail, or courier service (such as Federal Express). Notices sent by email, mail, delivery or courier shall be addressed as follows:

FOR LIBRARY

Erika Thibault, Library Director
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928
execbilling@sonomalibrary.org

FOR CONSULTANT:

When so addressed, notices shall be deemed given upon deposit in the U.S. Mail, or express mail service, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Any changes to the names and addresses for notice purposes shall be provided in writing.

13. Miscellaneous Provisions

13.1. Merger. This Agreement is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.2. No Waiver of Breach. The waiver by the parties of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise, or any subsequent breach or promises contained in this Agreement.

13.3. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and the Library acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and the Library acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

13.6. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

13.7. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CONSULTANT:

Dated: _____, 2019

By: _____
[Insert name and title]

LIBRARY:

Dated: _____, 2019

By: _____
Erika Thibault
Director
Sonoma County Library

APPROVED AS TO FORM FOR LIBRARY:

By: _____
Jeff A. Mitchell
Library General Counsel
Kronick, Moskovitz,
Tiedemann & Girard

EXHIBIT A

Scope of Work

[Insert]

EXHIBIT B

Payment Terms

[Insert]

EXHIBIT C

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain insurance as described below unless such insurance has been expressly waived by the Library through a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

The Library reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement (or failure to identify any insurance deficiency) shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, the Library requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the Library. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Library's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Library.
- d. The Sonoma County Library shall be endorsed as an additional insured for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the Library.
- c. If Consultant's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference:
[INSERT PROJECT NAME].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with the Library for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance are:
Director
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The Library, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, the Library may purchase the required insurance, and without further notice to Consultant, the Library may deduct from sums due to Consultant any premium costs advanced by the Library for such insurance. These remedies shall be in addition to any other remedies available to the Library.