

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of November 13, 2015 (the “Effective Date”) by and between A2R ARCHITECTS (“Consultant”), a California Corporation, and the DIXON PUBLIC LIBRARY DISTRICT (“District”). The District and the Consultant are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain construction, architectural, financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Consultant possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Consultant is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Consultant because of Consultant’s special expertise and experience, and Consultant desires to be engaged by the District; and

**WHEREAS**, the District desires to engage Consultant for the purposes of Consultant providing as-built Services, program verification, conceptual design, and estimating relating to the rehabilitation of the Miller Building, pursuant to the scope of work described in Appendix A (“Project”); and

**WHEREAS**, the District and Consultant desire to reduce to writing the terms and conditions of the District’s engagement of Consultant.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE 1.  
SERVICES TO BE PERFORMED BY CONSULTANT**

**Section 1.1 Performance of Services.**

Consultant agrees to perform consulting services for the District as described in Appendix A to this Agreement (the “Services”) and shall provide other consulting services as may be requested by the District from time to time. The Services may be performed at the Consultant’s offices or at such other location as Consultant chooses, except as may otherwise be provided in Appendix A.

**Section 1.2 Method of Performance and General Supervision.**

Consultant will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Consultant's work to ensure its conformity with the terms of this Agreement.

**Section 1.3 Employment of Assistants.**

Consultant may, at Consultant's own expense, employ such assistants as Consultant deems necessary to perform the services required of Consultant by this Agreement. District may not control, direct, or supervise Consultant's assistants or Consultants in the performance of those services.

**Section 1.4 Consultant's Certifications, Representations and Warranties**

Consultant makes the following certifications, representations and warranties for the benefit of the District. Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder.

(a) Consultant is qualified in all respects to provide to the District all of the service contemplated by this Agreement and, to the extent required by any applicable law, Consultant has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Consultant, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Consultant will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, those services that are set forth in this Agreement and represents that these services as set forth herein are within the technical and professional areas of expertise of the Consultant or any sub-Consultant the Consultant has engaged or will engage to perform the service(s).

**ARTICLE 2.**  
**TERM AND TERMINATION**

**Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through May 13, 2015 (the "Consulting Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below.

**Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Consultant or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with 2.2(c) below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

(c) This Agreement may be terminated without cause by District upon twenty (20) days written notice to the Consultant. In the event of a termination without cause, the District shall pay to the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Consultant for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Consultant. In the event termination is for substantial failure of performance, all damages and costs resulting from the negligence, recklessness or willful misconduct of the Consultant associated with the termination, including increased Consultant and replacement Consultant costs, shall be deducted from payments to the Consultant.

(d) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Consultant the undisputed amounts due under this Agreement.

(e) The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

**ARTICLE 3.  
COMPENSATION**

**Section 3.1 Terms of Payment.**

In consideration for all Services to be performed by Consultant, the District agrees to pay Consultant a not to exceed amount of Fifty Two Thousand Dollars (\$52,000) in accordance with the fee rate and/or price schedule set forth in Appendix B. Consultant shall keep a log of the days worked by Consultant which designates the project on which Consultant worked each day. Consultant shall submit to the District a statement of services rendered in each month within ten (10) days after the end of each month. The District agrees to pay the amount due to Consultant for the Services on or before the end of the month following the month in which Services are performed.

**Section 3.2 No Payroll or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Consultant. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**Section 3.3 Expenses.**

Consultant shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Consultant in the performance of Consultant's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Consultant shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

**Section 3.4 Accounting Records of The Consultant.**

Records of the Consultant's direct personnel and authorized reimbursable expenses and records of accounts between the District and Consultant shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

**ARTICLE 4.  
OTHER OBLIGATIONS OF CONSULTANT**

**Section 4.1 Nonexclusive Services.**

Consultant may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Consultant, in Consultant's sole discretion, chooses.

**Section 4.2 Workers Compensation and Unemployment Insurance and Licenses.**

Consultant shall be responsible for providing, at Consultant's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for

Consultant and for Consultant's employees, agents and independent Consultants, as may be required by law.

**Section 4.3 Materials and Equipment.**

Consultant shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

**Section 4.4 Licenses, Permits, Fees And Assessments.**

Consultant shall obtain at Consultant's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services required by this Agreement.

**Section 4.5 Fingerprinting.**

If applicable, for any work performed by Consultant at District facilities, if and when requested by the District, Consultant's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Consultant shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Consultant shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

**Section 4.6 Confidentiality.**

Consultant acknowledges that, during the term of this Agreement, Consultant may have access to privileged and confidential materials and information in the custody of clients of the District. Consultant covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Consultant further acknowledges that, during the term of this Agreement, Consultant may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Consultant agree are proprietary or confidential in nature.

Consultant acknowledges that:

(a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;

(b) The Confidential Information will be made known to the Consultant in full reliance on this Agreement;

(c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and

(d) Any use of the Confidential Information by Consultant other than for the District's benefit in connection with the business relationship between Consultant and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Consultant. The Consultant hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Consultant may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Consultant.

(e) Indemnity. Consultant shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Consultant's failure to meet any of its obligations under this Article.

#### **Section 4.7 Insurance and Indemnity.**

1. To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's work under this Agreement; and

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or the District, or any person, firm or corporation employed by the Consultant or the District upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and shall

pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District. With regard to the Consultant's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

d. The PARTIES understand and agree that the indemnity provisions contained in this Agreement shall be the sole indemnity, as defined by California Civil Code §2772, governing this Agreement. Any other indemnity that is attached to this Agreement as an Exhibit shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the Consultant's liability to the District in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the Consultant's liability be limited to any amount including, but not limited to, the amount of fees received by the Consultant for performing services related to this Agreement.

2. Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The Consultant shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;

3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five(5) years thereafter and/or at rates consistent with the time of execution of this Agreement. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

d. Each policy of insurance required in this Article shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event Consultant shall reimburse District upon demand for the cost thereof.

#### **Section 4.8 Return of District Property.**

On the termination of this Agreement or whenever requested by the District, Consultant shall immediately deliver to the District all property in Consultant's possession or under Consultant's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Consultant excepted.

### **ARTICLE 5. CONSULTANT'S WORK PRODUCT**

#### **Section 5.1 Ownership of Consultant's Work Product.**

(a) Consultant agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Consultant, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Consultant agrees that all rights in all works prepared or performed by Consultant pursuant to this Agreement, including patent rights and copyrights applicable to any of the



intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute “works made for hire.”

(c) The provisions of this Section shall not apply to any of Consultant’s rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Consultant’s own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District’s business or to District’s actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Consultant for District.

**Section 5.2 Use of Copyrighted Materials.**

Consultant warrants that any materials provided by Consultant for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of “fair use,” as that concept is defined in the Copyright Act, and except to the extent that Consultant has obtained permission to use such work from the copyright holder. Consultant shall be solely responsible for ensuring that any materials provided by Consultant for use by District pursuant to this Agreement satisfy this requirement. Consultant agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys’ fees to which District is exposed on account of Consultant’s failure to perform this duty.

**ARTICLE 6.  
GENERAL PROVISIONS**

**Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Consultant with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

**Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten(10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

**Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

**Section 6.4 Status of Consultant.**

Consultant enters into this Agreement, and will remain throughout the term of the Agreement, an independent Consultant. Neither Consultant nor its employees, agents or independent Consultants shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Consultant’s employees, agents and independent Consultants shall not be entitled to the rights or benefits afforded to the District’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave or any other employment benefit.

**Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

**Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two(72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

**To the District:** Dixon Public Library District  
Attn: Steve Arozena 230 N 1st St  
230 N 1st St, Dixon, CA 95620

**To the Consultant:** A2R Architects, Inc.  
Attn: Rob Henley 190 S. Orchard Ave, Suite C250  
Vacaville, CA 95688

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 6.13 Effect of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof,

be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**DIXON PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**CONSULTANT:**

**A2R ARCHITECTS, INC.**

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

## APPENDIX A

### SCOPE OF SERVICES

#### I. BACKGROUND

DIXON PUBLIC LIBRARY DISTRICT (the "District") desires to engage with A2R ARCHITECTS, INC. ("Consultant") for the purposes of Consultant performing as-built services, program verification, conceptual design, and estimating for the Miller Building ("Site") rehabilitation project ("Project"), pursuant to the below scope of work.

#### II. SCOPE OF WORK

##### SCOPE OF WORK OUTLINE

###### A. As-Built Drawings:

- i. Visit the Site and existing buildings.
- ii. Field measure Site and existing buildings.
- iii. Create drawings of the existing conditions including: Site plan, floor plan and exterior elevations.
- iv. *Deliverables:* 1) 24" x 36" or 30" x 42" drawing format indicating the as-built drawings. 2) Electronic file of the as-built drawings.

###### B. Program Verification:

- i. Meet with client and building users.
- ii. Review and analyze the spatial requirements of Project.
- iii. Review any historical planning or building data that the City of Dixon may have on the Site in question.
- iv. Review spatial adjacencies with client.
- v. Review and analyze existing structural reports provided by the Client.
- vi. The Consultant shall retain subconsultants who will review the following existing building systems:

- a. Structural
- b. Mechanical/Plumbing
- c. Electrical

(The subconsultants shall each prepare a report discussing their findings and conclusions with regard to their respective area of building review. The subconsultant's reports will be integrated into the Consultant's report, as more fully described in paragraph viii, below. Any and all subconsultant reports shall belong to and be the sole property of District)

- vii. Develop a plan indicating major spatial components.
- viii. *Deliverables:* 8.5" x 11" letter/document outlining findings including recommendations (moving forward in the conceptual design, C.)

C. Conceptual Design:

- i. Meet with client and building users.
- ii. Review codes and ordinances affecting the Project.
- iii. Based on the program, develop the following conceptual drawings:
  - a. Site Plan
  - b. Floor Plans
  - c. Exterior Elevations
  - d. Building Sections
  - e. Roof Plans
- iv. *Deliverables:* 1) 24" x 36" or 30" x 42" drawing format indicating the as-built drawings. 2) Electronic file of the as-built drawings.

D. Estimate (Statement of Probable Cost):

- i. Based on the conceptual design drawings listed in "C" above, develop a statement of probable Project cost.
- ii. Estimate shall include: Itemized costs of projected soft and hard costs including a forecast of completion and a contingency.
- iii. *Deliverable:* 8.5" x 11" format in PDF form.

**APPENDIX B**  
**PRICE SCHEDULE**

- A. As-Built Drawings: \$10,000
  - B. Program Verification: \$5,000
  - C. Conceptual Design: \$20,000
  - D. Consultant Fee Pool: \$9,000
  - D. Estimate (Statement of Probable Cost): \$8,000
- 

**Total: \$52,000**

## **POLICY AND PROCEDURE HANDBOOK**

### **POLICY TITLE: Vacation Leave**

### **POLICY NUMBER: 3020**

**3020.1** This policy will apply to regular and probationary full-time and part-time employees in all classifications.

**3020.2** Paid vacations will be accrued according to the following schedule on an annual basis:

- (a) During the first three (3) years of continuous work, eighty (80) hours during each fiscal year;
- (b) Four (4) through ten (10) years of service, one hundred twenty (120) hours during each fiscal year;
- (c) After ten (10) years of service, one hundred sixty (160) hours during each fiscal year;
- (d) Vacation accrual is based on a forty (40) hour work week. Employees working less than forty (40) hours per week, but working 20 or more regularly scheduled hours per week, will receive a pro-rata allocation of vacation hours.

**3020.2.1** If a new employee has at least fifteen (15) continuous years of service in the same or similar job position with a different library or libraries, the Library Director may advance the employee to the starting point of (b) above, subject to approval by the Board of Trustees.

**3020.3** Employees may take their vacation time all at once, or incrementally. No vacation may be taken until the employee has completed at least six months in regular employee status.

**3020.4** Vacation time is accrued at the end of each month.

**3020.5** Vacation time may be accumulated. The total accumulated vacation time will not exceed thirty (30) days or two hundred forty (240) hours.

**3020.6** The Library District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been exhausted, subject to providing certification from the employee's treating physician and approval by the Library Director.

**3020.7** If a holiday falls on a workday during an employee's vacation period, that day will be considered as a paid holiday and not vacation time.



2016 Library Board meeting dates (2<sup>nd</sup> Thursday of each month)

January 7 (rescheduled due to conflict with School Board)

February 11

March 10

April 14

May 12

June 9

July 14

August 11

September 8

October 13

November 10

December 8

DIXON PUBLIC LIBRARY DISTRICT

**LIBRARY ASSISTANT I & II**

JOB DESCRIPTION

**DEFINITION**

Under general direction of the Library Director performs a wide variety of paraprofessional technical and clerical library work related to such activities as

- circulation (including Circulation Desk assignments)
- children's services
- interlibrary loan
- collection acquisition, processing and management
- record maintenance (both fiscal and general statistical)
- patron assistance
- staff coordination.

**WORKING CONDITIONS**

Work is conducted primarily in an office/library setting. It includes pressure generated by frequent telephone and on-site customer service requests, computer assistance, on-site and off-site programs, interruptions, deadlines, maintaining decorum in a diplomatic manner, explanation and interpretation of library policies, and resolution of disputed charges. Shelving, shelf-reading and collection maintenance are a part of the work. Conditions include regular evening and weekend duties. May be involved with directing the work of library aides.

**PHYSICAL DEMANDS**

Work may include prolonged sitting and use of keyboard/mouse, as well as moderate lifting, carrying, reaching, stooping, pulling and pushing activities. Handling of books and other library materials in a variety of ways (circulation procedures, cataloging, technical processing, shelving and shifting, weeding, etc.) is involved. Use, testing and adjustment of various office machines (printers, copiers, fax, etc. is involved. Manual dexterity, clear speech and hearing/visual acuity are necessary.

## **DISTINGUISHING CHARACTERISTICS**

This classification is expected to know and demonstrate standard library procedures, and to be able to perform a full range of library duties such as cataloging, bibliographic searching and use of a wide variety of on-line and print reference sources and materials with only occasional instruction or assistance. The ability to implement clerical techniques and office methods to assigned duties is needed. Familiarity with automated library systems and office equipment is required.

## **GENERAL EXPECTATIONS**

- Understand and follow written and oral instructions
- Perform detailed tasks with speed and accuracy
- Quickly learn and practice library policies, procedures and rules
- Understand and perform all jobs on a multi-task oriented basis
- Communicate effectively with a wide variety of people including other staff members
- Work a schedule which helps to cover all open library hours (days, evenings, Saturdays and emergencies)
- Establish and maintain a harmonious and cooperative working relationship with others.

## **EXAMPLES OF DUTIES**

- Provide coverage at Circulation Desk
- Help with pre-school storytimes and reading programs
- Assist with staff and volunteer training
- Handle interlibrary loans and keep monthly statistics; process reports
- Assist at all public service stations
- Assist with fiscal processes as assigned
- Assist with cataloging and processing of materials
- Assist with collection maintenance and development
- Assist with adult programs
- Assist the public in use of programs loaded on public PCs

## **MINIMUM QUALIFICATIONS**

### **▪ EDUCATION**

Two years of higher education enrollment

### **EXPERIENCE**

At least two years library experience

▪ **COMPUTER SKILLS**

Demonstrated knowledge of personal computer applications (including use of browser software, Windows, email, word processing) required

**LIBRARY ASSISTANT I, II DISTINCTIONS**

Library Assistant I—Two years of increasingly responsible paid professional public library experience

Library Assistant II—Four years of increasingly responsible paid professional library experience; Responsible for supervision of library aides.

**DESIRABLE QUALIFICATION**

- The ability to speak and read Spanish is a desirable qualification.
- Possession of a B.A. is a desirable qualification.

Library  
Assistant II  
proposed  
salary  
schedule

STEP 1	\$20.71
STEP 2	\$21.72
STEP 3	\$22.81
STEP 4	\$23.94
STEP 5	\$25.15