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C. The contact person for the COUNTY shall be:

Roger Davidson, AIA, Project Manager
Fresno County Public Works and Planning, Capital Projects Division
2220 Tulare Street, Eighth Floor, Fresno, California 93721
(559) 600-4477 ndavidson@co.fresno.ca.us

II. WORK COVERED BY THIS AGREEMENT:

- A. The work covered by this Agreement is for CONSULTANT services for the planning, design and construction observation Phases of the Clovis Regional Library.
- B. CONSULTANT services shall be provided in two (2) Phases:
 - 1. **Phase I** Services shall include Conceptual and Schematic Design.
 - 2. **Phase II** Services shall include Design Development, Construction Documents, Bidding and Award, Construction Observation and Post Construction.
- C. The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on PROJECT Schedules developed for each **Phase** of the PROJECT.
- D. CONSULTANT shall coordinate Site and Building Design elements and utilities with the City of Clovis Architectural and Engineering Design Consultants (hereafter called "CITY OF CLOVIS") consisting of the City of Clovis project Architect, Clovis City Engineer and other City of Clovis professional Consultants.
- E. The CONSULTANT shall retain sub-consultants as required. Sub-consultants listed in Exhibit B shall be considered approved by COUNTY. Should CONSULTANT retain additional sub-consultants or substitute approved sub-consultants, additional or substitution sub-consultants shall be approved by COUNTY. Compensation to be paid to CONSULTANT under Article VI shall not be increased for addition or substitution of sub-consultants.
- F. The CONSULTANT and sub-consultants may provide services for and receive compensation from a construction contractor, sub-contractor or service provider who has been awarded a construction contract for all or any portion of the PROJECT, provided that any such

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services which are rendered and any compensation which is received therefor relates to work outside the scope of this Agreement and PROJECT at no cost to COUNTY.

G. Throughout the term of this Agreement, CONSULTANT shall collaborate with COUNTY, COUNTY Consultants, CITY OF CLOVIS and other PROJECT participants.

III. GENERAL CONSULTANT SERVICES:

A. For each Phase of the PROJECT, CONSULTANT shall meet with COUNTY a minimum of one meeting every two weeks to review the progress of the PROJECT unless agreed upon by CONSULTANT and COUNTY. CONSULTANT shall prepare brief meeting minutes recording decisions and action items and shall provide a copy of all such meeting minutes to COUNTY within five (5) working days of said meeting.

B. Upon the request of COUNTY, CONSULTANT shall incorporate into the design such changes as deemed appropriate by COUNTY. If CONSULTANT disagrees with COUNTY's request, such disagreement must be submitted in writing. The COUNTY will attempt to reconcile such disagreement. If it is impossible to reconcile, the written disagreement shall become a part of the PROJECT record and CONSULTANT shall comply with COUNTY's request.

C. All drawings for the PROJECT shall be prepared with BIM or CAD systems acceptable to COUNTY (such as AutoCAD) and submitted to the COUNTY on 30" X 42" maximum size sheets or other size approved by COUNTY. PROJECT Title block and information shall be approved by COUNTY and implemented by CONSULTANT on drawings. All text documents shall be prepared on 8-1/2" x 11" electronic files capable of being opened and edited in Microsoft Word software. Header and Logo on PROJECT documents shall be approved by COUNTY and implemented by CONSULTANT on documents. Electronic transmission of all documents to COUNTY is acceptable.

D. It is anticipated a portion of the financing for the PROJECT will come from Measure B tax funds. Proceeding with Phase II shall be dependent upon funding available for the PROJECT.

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IV. PROJECT PHASES:

Phase I:

A. Conceptual Design:

CONSULTANT shall:

1. Review the Clovis Regional Library Building Program, **Exhibit C**, for completeness and clarity. Questions shall be directed to COUNTY in writing.
2. Prepare a **Phase I** document production schedule.
3. Participate in up to ten (10) focus group sessions and one (1) open community meeting. Incorporate applicable meeting information as approved by COUNTY into the building program.
4. Document and coordinate the PROJECT site requirements, utilities, site infrastructure, outdoor lighting, etc. with CITY OF CLOVIS.
5. Verify and document interior building elements such as library equipment and furnishings, office and other functional area requirements, equipment requirements, mechanical, electrical, communications systems requirements and maintenance expectations.
6. Develop conceptual design consisting of: plans, sketches drawings and written documents as needed.
7. Prepare conceptual library furniture and equipment layouts as needed.
8. Submit final draft conceptual design for review by COUNTY.
9. Assist COUNTY with technical input or documents in the preparation of grants and other financing applications.
10. Not proceed with the Schematic Design unless expressly authorized in writing by COUNTY Representative.

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B. Schematic Design:

CONSULTANT shall:

1. Review and coordinate site elements and utilities with CITY OF CLOVIS and provide schematic site drawing of the Landmark Commons development showing proposed buildings, parking, traffic patterns, landscape areas and major cross streets.
2. Provide floor plans with square footage areas and dimensions illustrating the function of the spaces, cross sections and exterior elevations.
3. Prepare draft Construction Specification Table of Contents listing proposed Sections to be included as part of the future Project Manual in Construction Specifications Institute (CSI) Master format for COUNTY review and approval.
4. Verify building materials for the PROJECT comply with **Exhibit D**, County of Fresno Project Design and Construction Standards. In the event CONSULTANT desires to deviate from the Standards, CONSULTANT shall present written justification for the deviation to COUNTY for review and written consent or denial.
5. Clearly identify proposed exterior and interior building materials and finishes on the Schematic Drawings.
6. Identify proposed structural, mechanical and electrical systems for discussion and approval by COUNTY.
7. Research Code and Agency review requirements to ensure the Schematic Design is in full compliance with Federal, State, County and Local Jurisdiction laws and regulations to complete the PROJECT.
8. Prepare schematic furniture and equipment layouts.
9. Provide a Schematic Design independent opinion of probable construction cost. If requested by COUNTY, participate with sub-consultants in a Value Engineering review of the PROJECT with COUNTY.
10. Participate in formal presentation to the Fresno County Board of Supervisors and the City of Clovis. No less than thirty (30) calendar days prior to formal presentation by

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CONSULTANT and COUNTY to the Board of Supervisors, prepare and deliver PowerPoint presentation that shall include schematic design site and floor plans and exterior renderings.

- 11. Not proceed with the **PHASE II** unless expressly authorized in writing by COUNTY Representative.

PHASE II:

A. Design Development:

CONSULTANT shall:

- 1. Prepare a **Phase II** document production schedule.
- 2. Provide Design Development drawings consisting of floor plans, exterior elevations and cross sections. Site plan, landscaping plan, and preliminary grading plans shall be coordinated with CITY OF CLOVIS. Floor plans shall be drawn to scale, showing the location of walls, doors, windows, equipment fixtures, and other necessary items together with the requirements for the electrical, data, telephone, heating, plumbing, air-conditioning, and other work necessary to complete the PROJECT. Provide cut sheets for all equipment proposed to be included in the design.
- 3. Prepare shelving, furniture and equipment layout to determine the need for new furniture and equipment to be supplied by COUNTY.
- 4. Identify and define library mechanical and electrical system Phases, library technologies, and network systems.
- 5. Provide a Design Development independent opinion of probable construction cost to COUNTY for review and discussion.
- 6. Participate with sub-consultants in a Value Engineering review of the PROJECT with COUNTY, if requested by COUNTY.
- 7. Prepare and submit applications and supporting documents for all Agency review processing as required for this PROJECT.
- 8. Submit to COUNTY completed design development plans, construction specifications,

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cut sheets and reports for review, comment and approval by COUNTY.

- 9. Continue to incorporate into the design and in the succeeding phases of work, changes identified in the Design Development at no additional cost to COUNTY.
- 10. Not proceed with the Construction Documents unless expressly authorized in writing by COUNTY Representative.

B. Construction Documents:

CONSULTANT shall:

- 1. Prepare Construction Documents based on COUNTY approved Design Development Drawings and Specifications to provide a complete and functional PROJECT for its intended purpose.
- 2. Prepare a Project Manual to include Construction Specifications in CSI Master Format with a word processing program fully compatible with Microsoft Word.
- 3. Insert COUNTY General Conditions and Bid Documents into the Project Manual to complete the Bid Documents.
- 4. Provide Construction Design independent opinion of probable construction cost. Meet with COUNTY to review, discuss and verify the independent opinion of probable construction cost.
- 5. Upon the request of COUNTY, incorporate Value Engineering options into the design as deemed appropriate by COUNTY.
- 6. Submit Construction Documents and Calculations to the proper Governing Agencies for review, approval, and issuance of all permits required for the construction of the PROJECT.
- 7. Not proceed with the Bidding and Award unless expressly authorized in writing by COUNTY Representative.

C. Bidding and Award:

CONSULTANT SHALL:

- 1. Provide a Construction Project Schedule for review and approval by COUNTY.

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2. Within fourteen (14) calendar days prior to the bid advertising date as determined by COUNTY, CONSULTANT shall provide COUNTY printed and electronic original stamped and sealed construction drawings and specifications for distribution to Bidders.
3. Attend the Pre-Bid Conference scheduled by COUNTY.
4. Prepare Addendum Drawings or other documents as required to clarify Scope of Work to Bidders at no additional cost to COUNTY Representative.
5. Submit to COUNTY for review and approval any Addenda deemed necessary. Addenda shall be submitted to COUNTY by electronic copy for distribution. Addenda shall not be issued in the 72 hour period prior to bid opening.
6. Attend the bid opening and assist COUNTY in evaluating base bids and if applicable, alternate bid items received. Analyze variances between the approved final estimate and the apparent low responsive bid with COUNTY.
7. Delete or otherwise modify portions of the construction work at the request of COUNTY if the lowest bid proposal for the proposed construction contract exceeds CONSULTANT provided opinion of probable construction cost plus contingency by ten percent (10%) or more. If COUNTY rejects all bids, CONSULTANT shall revise the plans and specifications to comply with such modifications and also shall assist County in obtaining new proposals from Contractors, all at no additional cost to COUNTY. Such modifications shall be completed on a time schedule commensurate with the scope of modifications and as set forth by COUNTY.

D. Construction Observation:

CONSULTANT shall provide construction observation including, but not limited to:

1. Attend pre-construction conference scheduled by COUNTY Representative.
2. Make recommendations to COUNTY on all claims of COUNTY or Construction Contractor (hereinafter called "CONTRACTOR") and all other matters relating to the execution and progress of work, including interpretation of CONSULTANT's contract documents.

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3. Within two (2) working days of COUNTY's receiving a Request for Information (RFI), respond to COUNTY with information and/or drawings needed from CONSULTANT in order to clarify the intent of the construction contract plans and specifications. For RFIs requiring extensive research and/or information from sub-consultants, CONSULTANT's initial response shall state the estimated amount of time that will be required to adequately research and respond to the RFI. Extension of time shall be approved by COUNTY.

4. Review and approve samples, schedules, shop drawings, and other submissions for general conformance with the design concept of the PROJECT and for general compliance with the plans and specifications and information given by CONSULTANT's contract documents. The processing of submittals shall be coordinated with the CONTRACTOR's schedule and prioritization, including submittals involving more than one division of the technical specifications, or requiring review by multiple specialty disciplines (i.e., by more than one of CONSULTANT's sub-consultants).

5. CONSULTANT shall assist the COUNTY in review and processing of CONTRACTOR initiated change order requests.

- a. Provide documents and drawings necessary to delineate COUNTY initiated change orders, and shall be compensated as an Extra Service.
- b. Where a change order arises as a result of a negligent error, act or omission of CONSULTANT, CONSULTANT shall not be compensated as an Extra Service for time spent or cost incurred in efforts connected with the correction thereof. The cost to rework installed work shall be assessed upon CONSULTANT's contract payments.

6. At a minimum of once monthly intervals appropriate to the stage of construction or as otherwise deemed by COUNTY to be necessary, visit the PROJECT construction site to review the progress and quality of the work and to determine that the work is

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- proceeding in general accordance with the construction documents.
- 7. Review all field testing reports and make recommendations to accept, re-test or reject.
- 8. Based on CONSULTANT's visits to the site, keep COUNTY informed through written reports as to the progress of the work, shall endeavor to advise COUNTY of defects and deficiencies observed in the work of CONTRACTORS, and shall recommend that COUNTY reject work as failing to conform to the construction contract documents.
- 9. Based upon observations of the progress of construction and the CONTRACTOR's application for payment, assist COUNTY in determining on a monthly basis, the amount owing to the CONTRACTOR under the construction contract documents and recommend, through appropriate certificates, payments on such amounts. Such certificates shall construct a representation to COUNTY that the work has progressed to the point indicated and that to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the contract documents.
- 10. Conduct site visits that shall include, but not be limited to, on-site observations review to determine the date of final completion and to recommend acceptance of the work to COUNTY, for the filing of the notice of completion and issuance of final certificate of payment by COUNTY.
- 11. In coordination with the CONTRACTOR, conduct a "Project review and evaluation" of all the building's systems, mechanical, plumbing, security electronics, public address system, fire alarm, etc. and maintenance staff orientation for the completed PROJECT. As part of the PROJECT'S specifications, require the CONTRACTOR to video record the "Project review and evaluation" sessions and provide them on a DVD. The CONTRACTOR shall be required to provide detailed written instructions for the operation and a schedule for preventive maintenance.
- 12. Not charge for the costs of drawings, engineering and other work and expenses necessary to correct negligent errors, acts and omissions and other inaccuracies

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attributed to CONSULTANT's design work.

13. Prior to and during the installation of library furniture, shelving, and equipment CONSULTANT shall verify furniture, shelving and equipment provided and its installation meets the intent of the design plans and specifications and is compatible and fully coordinated with the complementary technological resources anticipated to be available to Library patrons upon PROJECT completion.

E. Post Construction:

CONSULTANT shall:

1. Review and forward to COUNTY all Operations and Maintenance Manuals submitted by the CONTRACTOR. As part of the review process, CONSULTANT shall return incomplete manuals to the CONTRACTOR for correction. If the CONTRACTOR is unable or unwilling to make corrections, CONSULTANT shall identify the deficiencies to COUNTY.
2. Return all COUNTY documents consigned to CONSULTANT. Final payment shall not be made to CONSULTANT until all loaned documents are accounted for and returned.
3. Provide County of with all manufacturers written equipment and material guarantees installed on the PROJECT.
4. Participate fully, aligned with and not adverse to the interests of COUNTY, upon request, in the early settlement discussions of construction claims resolution issues. Participation in this process does not preclude COUNTY's right to make a negligent error and omissions claim again CONSULTANT. In the event such participation is requested of CONSULTANT, CONSULTANT shall be paid for such services as provided under the Extra Services provisions of Article VI Section C of this Agreement for the time spent in such participation. All provisions of Article IV Section E of this Agreement shall apply to CONSULTANT's participation in any early settlement discussions required by this section.
5. Provide construction plans prepared with a CAD system or building information

1 modeling (BIM) system, record drawings in the form of .dxf or .dwg files and
2 reproducible documents that shall be furnished and delivered to Department of Public
3 Works and Planning. Such .dxf or .dwg files shall be furnished on compact disk (CD-
4 ROM), flash drive or other media acceptable to COUNTY. Final plans and
5 specifications become the property of COUNTY to be used by COUNTY at its own
6 discretion.

7 6. Receive no final payment until the services of this Phase have been performed and
8 negligent errors, acts and omissions attributed to CONSULTANT have been resolved.

9 7. Perform a visual inspection, within eleven (11) months following the date of
10 completion if requested by COUNTY, and report in writing on detectable defects in
11 workmanship or material.

12 **V. COUNTY'S OBLIGATIONS:**

13 COUNTY shall:

14 A. Compensate CONSULTANT as provided in this Agreement.

15 B. Designate the Director of Public Works and Planning or his/her designee as the "COUNTY
16 Representative," who will represent the COUNTY in the administration of this Agreement
17 and who will coordinate with CONSULTANT, as appropriate, to facilitate CONSULTANT'S
18 performance of its obligations under this Agreement.

19 C. Pay for or compensate CONSULTANT for Phase II Project Specific
20 Insurance Premium.

21 D. Provide the following services:

22 1. Provide printing and distribution of all electronic documents.

23 2. Provide geotechnical and soils analysis.

24 3. Process the site plan review application, zoning with CONSULTANT supplied site plan
25 review documents and supporting data.

26 4. Pay all Plan Check and Agency review fees.

27 5. Retain when required an independent testing laboratory to provide necessary soils,

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structural, chemical, mechanical, air balance, electrical or other tests and reports as required to assure quality control and construction compliance with the plans and specifications.

6. Provide construction contract administration services to include but not limited to:

- a. Conduct the pre-construction conference.
- b. Issue the Notice to Proceed to the CONTRACTOR.
- c. Authorize and make progress payments.
- d. Authorize and issue contract change orders.
- e. Authorize supplemental fund payments.
- f. Building Commissioning Services.
- g. Accept the PROJECT and issue the Notice of Completion.

7. Give reasonable and prompt consideration to all matters submitted by CONSULTANT for approval. Approvals, authorizations or requests to CONSULTANT given by COUNTY shall be binding upon COUNTY under the terms of this Agreement only if submitted in writing and signed by the COUNTY Representative or designee.

VI. CONSULTANT COMPENSATION:

A. PHASE I Basic Fee:

Notwithstanding any other provisions in this Agreement, the Basic Fee for Phase I Services shall be divided as follows, and shall not exceed:

Conceptual Design	40% <u>\$100,000</u>
Schematic Design	60% <u>\$150,000</u>
Total Phase I Compensation:	100% <u>\$250,000</u>

B. PHASE II Basic Fee:

Notwithstanding any other provisions in this Agreement, the Basic Fee for Phase II Services shall not exceed:

Design Development	35% <u>\$248,500</u>
Construction Documents	40% <u>\$284,000</u>

1	Bidding and Award	5% <u>\$35,500</u>
2	Construction Observation	15% <u>\$106,500</u>
3	Post Construction	5% <u>\$35,500</u>
4	Total Phase II Compensation	100% <u>\$710,000</u>

5 1. In the event work on **Phase II** of the PROJECT is delayed for one-hundred twenty (120)
6 calendar days or more, through no fault of CONSULTANT, **Phase II** work shall be
7 adjusted by the Engineering News Record Building Cost Index beginning at one-
8 hundred twenty (120) calendar days from documented work stoppage date to the
9 resumption of work date.

10 2. All expenses incidental to CONSULTANT's performance of services under Article IV of
11 this Agreement shall be borne by CONSULTANT. Incidental expenses include, but may
12 not be limited to, transportation and travel, postage and courier services, photo and
13 duplicating services, telephone and facsimile charges, computer storage media,
14 drawing and plotting media, printing of "check print" plans and plan sets and
15 documents specifically required by the provisions of Article IV of this Agreement.

16 C. Extra Services:

17 1. There shall be an additional maximum allocation to pay for authorized Extra Services.
18 Payment of Extra Services in excess of the maximum amounts listed below is
19 unauthorized and can only be made pursuant to a prior written amendment to this
20 Agreement:

21 **Phase I Extra Services:** \$37,500

22 **Phase II Extra Services:** \$106,500

23 2. CONSULTANT shall not undertake any Extra Services without the advance authorization
24 of the COUNTY Representative. CONSULTANT and the COUNTY Representative shall
25 expressly confirm in writing the authorization and maximum cost for any such services
26 before CONSULTANT is compensated for any work thereon. CONSULTANT shall not
27 add markup percentages or costs to sub-consultant's costs unless expressly authorized

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in writing by COUNTY.

- 3. Payment for Extra Services shall be billed at the rates set forth in **Exhibit E**, attached hereto and incorporated herein. The rates listed therein are in effect for the duration of the Agreement.
- 4. An allowance shall be made for the payment or reimbursement of CONSULTANT's **Phase II** Project Specific Professional Liability insurance policy. The Insurance Premium shall be at cost with no additional markup as stipulated in Article XXI:

Phase II Insurance Premium (Estimated): \$120,000

- 5. The following are consultant services that are not considered to be included in Article IV herein, but may be required as Extra Services.
 - a. Providing construction observation services when construction exceeds sixty (60) calendar days beyond the original Construction Schedule as adjusted for weather delays and as adjusted for delays by CONSULTANT caused change orders, negligent errors or omissions.
 - b. Making changes to documents that are ordered by COUNTY subsequent to COUNTY approval thereof.
 - c. Preparing change orders when the PROJECT scope is changed on the basis of COUNTY initiated requests, and such changes are not a result of negligent errors, acts or omissions by CONSULTANT.
 - d. If necessary, advise and assist COUNTY with respect to any settlement or litigation arising out of any failure of the CONTRACTOR to fully perform the construction contract in accordance with the contract documents.
 - e. Provide unforeseen, extraordinary, or unique services or items not covered nor normally included in the Basic Fee, but authorized by the COUNTY Representative.
- 6. In the event the COUNTY Representative expressly authorizes Extra Services, CONSULTANT shall keep complete records showing the hours and description of activities worked by each person who works on the PROJECT and all costs and charges

1 applicable to the Extra Services work so authorized. Should there be a claim for Extra
2 Services, CONSULTANT understands and agrees that he or she must specifically identify
3 the activity, performer of the activity, reason for the activity, and COUNTY official
4 requesting the activity, or the claim will be denied. CONSULTANT shall be responsible
5 for all sub-consultants keeping similar records. CONSULTANT shall not stop the work,
6 including the design in other areas unrelated to the Extra Services request or claim,
7 unless it is shown the PROJECT design cannot proceed while a claim or request for
8 Extra Services is being evaluated.

9 D. Payments:

10 1. Progress payments shall be made by COUNTY upon receipt of CONSULTANT's monthly
11 invoices and approval by COUNTY thereof, based on COUNTY's evaluation of the
12 completion of the respective Phases of the PROJECT (s). Invoices shall clearly identify the
13 PROJECT name, PROJECT number, phase of work, description of work, and percentage of
14 phase completed; and shall be submitted with the documentation identified in Article VI.,
15 Section D. Paragraph 5 below. CONSULTANT shall submit separate invoices for Extra
16 Services, accompanied with copies of any sub-consultant's invoices and costs for approved
17 incidentals.

18 a. All invoices shall be forwarded to:

19 **Capital Projects Division**

20 **Fresno County Department of Public Works and Planning**

21 **2220 Tulare Street, 6th floor**

22 **Fresno, CA 93721-2106**

23 2. Upon receipt of an invoice, COUNTY shall take a maximum of five (5) working days to
24 review, approve, and submit it to COUNTY Auditor-Controller/Treasurer-Tax Collector.
25 Unsatisfactory or inaccurate invoices will be returned to CONSULTANT for correction
26 and resubmittal. Payment, less retention, will be issued to CONSULTANT within
27 twenty-five (25) calendar days of the date the Auditor-Controller/Treasurer-Tax

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- Collector receives the approved invoice.
- 3. COUNTY is entitled to and shall withhold retention from the earned compensation in accordance with the provisions of Article VIII of this Agreement.
- 4. An unresolved dispute over a possible negligent error or omission may cause payment of CONSULTANT fees in the disputed amount to be withheld by COUNTY.
- 5. Concurrently with the invoices, CONSULTANT shall provide its certification acceptable to COUNTY, and shall provide, on COUNTY request, copies of issued checks, receipts, or other COUNTY pre-approved documentation that complete payment, less a five percent (5%) retention, has been made by CONSULTANT to all sub-consultants as provided herein for all previous invoices approved by COUNTY, and that CONSULTANT has complied with state wage and work hour laws and regulations. However, the parties do not intend that the foregoing creates in any sub-consultant or sub-contractor a third party beneficiary status or third party beneficiary rights, and expressly disclaim any such status or rights.
- 6. Final invoice, and separate invoice for retentions, shall be forwarded to COUNTY no later than thirty (30) days after the PROJECT is completed. CONSULTANT shall provide its certification acceptable to COUNTY, on COUNTY request, that all sub-consultants have received full payment for services rendered and work performed on the PROJECT. Payment for retentions shall not be made until all post-construction services are completed in accordance with the provisions of Article IV, Section E (Post Construction) of this Agreement.
- 7. In the event COUNTY reduces the Services required for the PROJECT, CONSULTANT shall be compensated on a pro rata basis as mutually agreed upon for actual work completed and accepted by COUNTY in accordance with the terms of this Agreement.

VII. COMPENSATION RECORDS:

CONSULTANT shall keep complete records showing the hours and description of activities performed by each person who works on the PROJECT and all associated costs or charges

1 applicable to work covered by the Basic Fee and approved Extra Services. CONSULTANT
2 additionally shall be responsible for all sub-consultants keeping similar records.

3 CONSULTANT shall ensure that these provisions are contained within their agreement with
4 each sub-consultant. CONSULTANT shall maintain all such records for a period of three (3)
5 years following final payment under this Agreement, consistent with the provisions of
6 Article IX, Section C.

7 **VIII. RETENTION FROM EARNED COMPENSATION:**

8 A. In addition to any amounts withheld under Article IV. Section D [Construction Observation
9 Phase], COUNTY is entitled to and shall withhold a five percent (5%) retention from the
10 earned compensation of CONSULTANT. Such retention from earned compensation shall be
11 applied to all phases of consultant services to be provided under this Agreement, including
12 those phases completed and Extra Services.

13 B. At the request and expense of CONSULTANT, securities equivalent to the amount withheld
14 shall be deposited with COUNTY or with a state or federally chartered bank in California as
15 the escrow agent, in accordance with Section 22300 of the California Public Contract Code,
16 attached hereto as Exhibit F and incorporated herein, which provides for the substitution
17 of securities for any moneys withheld by a public agency to ensure performance under a
18 contract. If such request is made by CONSULTANT, the escrow agreement shall be
19 prepared by CONSULTANT in compliance with the above-referenced statute and it may be
20 executed by the Director of the Department of Public Works and Planning.

21 **IX. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS:**

22 A. CONSULTANT shall use established accounting and bookkeeping practices, including but
23 not limited to, employee time cards, payrolls, and other records of transactions, in order to
24 ensure appropriate documentation for all payments made hereunder, including those
25 made from State Grant, Federal Grant and/or other grant funds.

26 B. CONSULTANT shall at any time during regular business hours, and as often as COUNTY may
27 deem necessary, make available for examination by Federal or State of California

1 authorities, or COUNTY Auditor-Controller/Treasurer-Tax Collector, or their authorized
2 representatives, all of CONSULTANT's records and data with respect to matters covered by
3 this Agreement. CONSULTANT shall permit Federal, State of California, or COUNTY
4 authorities to audit and inspect all invoices, materials, payrolls, records of personnel,
5 conditions of employment, and other data relating to matters covered by this Agreement.

6 C. CONSULTANT shall be subject to the examination and audit of the Auditor General for a
7 period of three (3) years after final payment under this Agreement (Government Code
8 Section 8546.7).

9 **X. ERRORS OR OMISSION CLAIMS AND DISPUTES:**

10 A. Definitions:

- 11 1. A "Consultant" is a duly licensed Architect or Engineer, or other provider of
12 professional services, acting as a business entity (owner, partnership, corporation,
13 joint venture or other business association) in accordance with the terms of an
14 Agreement with COUNTY.
- 15 2. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right,
16 adjustment or interpretation of contract terms, payment of money, extension of time,
17 change orders, or other relief with respect to the terms of the contract. The term
18 "Claim" also includes other disputes and matters in question between COUNTY and
19 CONSULTANT arising out of or relating to the contract. Claims must be made by
20 written notice. The provisions of Government Code section 901, et seq., shall apply to
21 every claim made to COUNTY. The responsibility to substantiate claims shall rest with
22 the party making the claim. The term "Claim" also includes any allegation of a
23 negligent error or omission by CONSULTANT.

24 B. In the spirit of cooperation between COUNTY and CONSULTANT, the following procedures
25 are established in the event of any claim or dispute by COUNTY or CONSULTANT alleging a
26 negligent error, act, or omission.

- 27 1. Claims, disputes or other matters in question between the parties, arising out of or

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- relating to this Agreement, shall not be subject to arbitration, but shall be subject to the following procedures.
2. The COUNTY and CONSULTANT shall meet and confer, and attempt to reach agreement on any dispute, including what damages have occurred, the measure of damages and what proportion of damages, if any, shall be paid by either party. The parties agree to consult and consider the use of mediation or other form of dispute resolution prior to resorting to litigation.
 3. If COUNTY and CONSULTANT cannot reach agreement under the immediately preceding Article X. Section B. Paragraph 2, the disputed issues may, upon concurrence by all parties, be submitted to a panel of three (3) for a recommended resolution. CONSULTANT and COUNTY shall each select one (1) member of the panel, and the third member shall be selected by the other two panel members. The discovery rights provided by California Code of Civil Procedure for civil proceedings shall be available and enforceable to resolve the disputed issues. Either party requesting this dispute resolution process shall, when invoking the rights to this panel, give to the other party a notice describing the claims, disputes and other matters in question. Prior to 20 calendar days before the initial meeting of the panel, both parties shall submit all documents such party intends to rely upon to resolve such dispute. If it is determined by the panel that any party has relied on such documentation, but has failed to previously submit such documentation on a timely basis to the other party, the other party shall be entitled to a 20 calendar day continuance of such initial meeting of the panel. The decision by the panel is not a condition precedent to arbitration, mediation or litigation.
 4. Upon receipt of the panel's recommended resolution of the disputed issues, COUNTY and CONSULTANT shall again meet and confer and attempt to reach agreement. If the parties still are unable to reach agreement, each party shall have recourse to all appropriate legal and equitable remedies.

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- C. The procedures to be followed in the resolution of claims and disputes may be modified at any time by mutual agreement of the parties hereto.
- D. CONSULTANT shall continue to perform its obligations under this Agreement pending resolution of any dispute, and COUNTY shall continue to make payments of all amounts due under this Agreement except when disputed amounts exceed fifty percent (50%) of the retention over \$50,000.
- E. When a claim by either party has been made regarding a dispute or alleging CONSULTANT's negligent error, act, or omission, COUNTY and CONSULTANT shall meet and confer within twenty-one (21) calendar days after the written notice of the disputed item or claim has been provided.

XI. JOINDER OF PARTIES:

CONSULTANT, the CONSULTANT's sub-consultants of any tier, suppliers and construction lenders shall all be bound by the dispute resolution provisions of this Agreement, and immediately upon demand of COUNTY or CONSULTANT, shall participate in and shall become parties to the dispute resolution process, provided they have signed any document that incorporates or refers to the dispute resolution provisions of this Agreement. Failure of CONSULTANT, whether intended or inadvertent, to ensure that such nonparties have signed such a document shall inure only to CONSULTANT's detriment, if any there be. COUNTY shall not suffer a detriment by CONSULTANT's action or inaction in this regard. If such a party after due notice fails to appear at and participate in the dispute resolution proceedings, the panel established in accordance with the provisions of Article X Section B Paragraph 3 shall make a decision based on evidence introduced by the party or parties who do participate.

XII. CONSULTANT'S OBLIGATIONS RELATING TO CONSTRUCTION CLAIMS:

- A. CONSULTANT shall review and analyze construction contract claims and recommend resolution of them as soon as possible following receipt of demand by COUNTY.
- B. Within a reasonable time after receipt of a claim, CONSULTANT shall provide a written

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analysis of the claim to COUNTY, signed by CONSULTANT and any affected sub-consultants. The written analysis shall include CONSULTANT's professional opinion of the responsibility for payment of the claim, with supporting facts and documentation. A copy of the written analysis shall be provided to the respective insurance adjusters for CONSULTANT and any affected sub-consultant.

- C. Upon receipt of a claim, CONSULTANT may also take one (1) or more of the following actions, within ten (10) calendar days of receipt of a claim:
 - 1. Request additional supporting data from the claimant, requiring that such data be supplied within ten (10) calendar days of the request;
 - 2. Submit a schedule to the parties indicating when CONSULTANT expects to respond to the claim, which schedule shall not exceed thirty (30) calendar days from CONSULTANT's original receipt of the claim;
 - 3. Recommend rejection of the claim in whole or in part, stating the reasons for such rejection;
 - 4. Recommend approval of the claim by the other party, or
 - 5. Suggest a compromise.
- D. In every case, CONSULTANT shall provide its recommended resolution of a claim within thirty (30) calendar days from the original receipt of claim, unless CONSULTANT obtains COUNTY's prior written approval.

XIII. INDEPENDENT CONTRACTOR:

A. In performance of the work, duties, and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT's officers, agents and employees, will at all times be acting and performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, COUNTY

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shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

CONSULTANT and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

B. Because of its status as an independent CONTRACTOR, CONSULTANT shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of its employees all legally-required employee benefits. In addition, CONSULTANT shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement CONSULTANT may be providing services to others unrelated to COUNTY or to this Agreement.

XIV. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon COUNTY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

XV. REQUIRED APPROVALS:

It is understood that CONSULTANT shall not assign, sublet, subcontract, or transfer any of CONSULTANT'S rights, duties, or obligations under this Agreement, without the prior express, written consent of COUNTY. Except as provided in Article II, Section E, such consent and approval may be given only by the COUNTY Board of Supervisors.

XVI. COMPLIANCE WITH LAWS:

A. CONSULTANT shall comply with applicable federal, state, and local laws, ordinances, regulations, and Fresno County Charter Provisions in effect at the time of CONSULTANT's performance of the professional services to be provided hereunder.

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B. CONSULTANT shall submit a current version of its Illness and Injury Prevention Plan (IIPP), applicable safety programs and contact information for CONSULTANT's responsible person for these programs to COUNTY Representative at the time this AGREEMENT is signed by CONSULTANT. Throughout the term of this AGREEMENT, Consultant shall provide updates to the safety plans and programs to COUNTY Representative as they are implemented.

XVII. GOVERNING LAW:

- A. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in a state court for Fresno County, California, or in the U.S. District Court for the Eastern District of California, located in Fresno County.
- B. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVIII. AMENDMENTS:

Any changes to this Agreement requested either by COUNTY or CONSULTANT shall only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a writing.

XIX. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing this Agreement on behalf of CONSULTANT hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

XX. HOLD HARMLESS:

- A. CONSULTANT shall hold harmless and indemnify and at COUNTY's request defend COUNTY,

1 its officers, agents, and employees, against the payment of any and all costs and expenses
2 (including reasonable attorney fees and court costs), damages, claims, suits, losses, and
3 liability for bodily and personal injury to or death of any person or for loss of any property
4 to the extent resulting from or arising out of any negligent or wrongful acts, errors or
5 omissions of CONSULTANT, its officers, agents, and employees, in performing or failing to
6 perform any work, services, or functions under this Agreement.

7 B. COUNTY and CONSULTANT hereby declare their mutual intent to cooperate in the defense
8 of any claim, suit, or other action alleging liability, arising from the negligent performance
9 or failure to perform of any COUNTY, CONTRACTOR or sub-contractor in connection with
10 the PROJECT. Such cooperation may include an agreement to prepare and present a
11 cooperative defense after consultation with CONSULTANT's professional liability insurance
12 carrier.

13 **XXI. LIABILITY INSURANCE:**

14 A. **Phase I and Phase II Professional Liability Insurance Policy:** Prior to commencing the duties
15 under the Agreement with COUNTY, CONSULTANT shall furnish COUNTY, at no additional
16 cost to COUNTY, certificates for the following insurance policies which shall be kept in force
17 at all times during the term of the Agreement (i.e., until the Agreement is terminated or it
18 expires), and for such additional time as may be specified herein with respect to a
19 particular type of policy.

- 20 1. Commercial General Liability Insurance naming COUNTY as an additional insured, with
21 limits of not less than \$1,000,000 per occurrence, with an annual aggregate of not less
22 than \$3,000,000.
- 23 2. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
24 than \$250,000 per person, \$500,000 per accident and for property damages of not
25 less than \$50,000, or such coverage with a combined single limit of \$500,000.
- 26 3. Worker's Compensation insurance policy as required by the California Labor Code.
- 27 4. Professional Liability Insurance:

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- a. Professional Liability Insurance with limits not less than one million dollars (\$1,000,000) per claim, three million dollars (\$3,000,000) annual aggregate, with a deductible not to exceed (\$50,000).
- b. CONSULTANT and sub-consultants shall make full disclosure, in writing to COUNTY, of all pending and open claims and disputes during the course of this Agreement that affect the specified aggregate limits of the Professional Liability Insurance policy.
- c. Project specific professional liability insurance policy shall extend for a minimum of three(3) years past the date of final payment to CONSULTANT, including the resolution of all claims, disputes, and matters in question regarding the Project.
- d. In the event that CONSULTANT voluntarily changes, or involuntarily changes, due to circumstances beyond its control, its Project specific professional liability insurance policy carrier during the period such coverage is required to be in force (as specified in the immediately preceding Article XXI Section A Paragraph 4.c), such new policy shall include prior acts coverage retroactive, at least, to the date of execution of this Agreement. CONSULTANT may, at its option and expense, purchase supplemental or "tail" coverage from the former policy carrier, negotiate a retroactive reporting date with the new policy carrier for claims incurred but not reported as of the date of change in policy carrier, and shall in any event maintain Professional Liability Insurance in a manner that provides continuous coverage to COUNTY throughout the term of this Agreement, and for a period of three (3) years past the issuance of final payment to CONSULTANT.

B. Phase II Project Specific Professional Liability Insurance Policy:

- 1. CONSULTANT shall, provide Project specific professional liability insurance for itself and all sub-consultants for this PROJECT, extending from the beginning of Phase II to

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- three (3) years past the issuance of final payment hereunder to CONSULTANT. This time period specifically includes that time required for the resolution of all claims and disputes.
2. CONSULTANT shall provide a vicarious interest endorsement to its professional liability insurance policy, indemnifying COUNTY for liabilities, damages and/or judgments, and reasonable attorney's fees and related costs (a) to the proportionate extent caused by the negligent errors, acts or omissions of CONSULTANT and (b) in excess of the deductible obligation and subject to all of the terms, conditions and exclusions of the professional liability insurance policy.
 3. If CONSULTANT requests COUNTY to pay the project specific policy premium on its behalf, COUNTY shall issue a two-party check to CONSULTANT and its insurance broker for the full premium amount. CONSULTANT shall cause its insurance broker to provide all information and documentation required by COUNTY, including but not limited to such information as is needed in order to comply with Internal Revenue Service and California State Franchise Tax Board reporting requirements, prior to COUNTY's processing of such payment.
 4. Retention is not required to be held on the payment or reimbursement of the insurance premium.
- C. All policies shall be issued by admitted insurers licensed to do business in the State of California. CONSULTANT shall give COUNTY at least thirty (30) calendar days written advance notice of any expiration, cancellation or reduction in the coverage of any of the aforesaid policies. Insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.
- D. COUNTY, its officers, agents and employees, individually and collectively, shall be named as an additional insured under the policy for Commercial General Liability Insurance, but only insofar as the operations under this Agreement are concerned. Such coverage of COUNTY as additional insured shall apply as primary insurance and any other insurance, or

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self-insurance, maintained by COUNTY, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under CONSULTANT's policies herein.

E. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

XXII. OWNERSHIP OF DOCUMENTS:

A. CONSULTANT understands and agrees that COUNTY shall retain full ownership rights of the drawings and the work-product of CONSULTANT for the PROJECT, to the fullest extent permitted by law. In this regard, CONSULTANT acknowledges and agrees that CONSULTANT's services are on behalf of COUNTY and are "works made for hire," as that term is defined in copyright law, by COUNTY; that the drawings and work-product to be prepared by CONSULTANT are for the sole and exclusive use of COUNTY, and shall be the sole property of COUNTY and its assigns, and COUNTY and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other contractual and intangible rights of any kind or nature in connection therewith; that all the contractual or intangible rights of any kind or nature, title, and interest in and to the drawings and work-product will be transferred to COUNTY by CONSULTANT, and CONSULTANT will assist COUNTY to obtain and enforce patents, copyrights, trademarks, trade secrets, and other contractual and intangible rights of any kind or nature relating to said drawings and work-product; that COUNTY shall be and become the owner of such drawings and work product, free and clear of any claim by CONSULTANT or anyone claiming any right through CONSULTANT. CONSULTANT further acknowledges and agrees that COUNTY's ownership rights in such drawings and work product shall apply regardless of whether such drawings or work product, or any copies thereof, are in the possession of CONSULTANT, or any other person, firm, corporation, or entity. For the purpose of this Agreement the terms "drawings and work-product" shall mean all reports and study findings commissioned to develop the design of the PROJECT, drawings and schematic or preliminary design

1 documents of the PROJECT, certified reproducibles of the original final construction
2 contract drawings of the PROJECT, specifications of the PROJECT, the approved opinion of
3 probable construction cost of the PROJECT, record drawings of the PROJECT, as-built plans
4 of the PROJECT, and discoveries, developments, designs, improvements, inventions,
5 formulas, processes, techniques, or specific know-how and data generated or conceived or
6 reduced to practice or learning by CONSULTANT, either alone or jointly with others, that
7 result from the tasks assigned to CONSULTANT by COUNTY under this Agreement. COUNTY
8 acknowledges and agrees that details, concepts, ideas, devices, configurations, and designs
9 previously developed or used by CONSULTANT, or developed by CONSULTANT and use is
10 granted to COUNTY only for the specific PROJECT undertaken under this Agreement.
11 Further, COUNTY hereby grants to CONSULTANT a license to copy and use the information
12 created by CONSULTANT as part of CONSULTANT's ongoing work product.

- 13 B. If the Agreement is terminated prior to, during, or at the completion of the work under
14 Article IV, a reproducible copy of the studies and work products completed by
15 CONSULTANT as of the date of such termination shall be submitted by CONSULTANT to
16 COUNTY, which may use them to complete the PROJECT in future phases.
- 17 C. If the PROJECT is terminated at the completion of the construction document phase of the
18 PROJECT, the original final construction contract drawings, specifications, and approved
19 opinion of probable construction cost shall be submitted by CONSULTANT to COUNTY.
- 20 D. Documents, including drawings and specifications, prepared by CONSULTANT for any
21 PROJECT pursuant to this Agreement are not intended or represented to be suitable for
22 reuse by COUNTY or others on extensions of the services provided for this PROJECT or any
23 other project. Any use of completed documents for other projects and/or any use of
24 uncompleted documents will be at COUNTY's sole risk and without liability or legal
25 exposure to CONSULTANT.
- 26 E. COUNTY has requested that certain electronic-readable information and data ("CAD data")
27 be provided by CONSULTANT for this PROJECT under this Agreement. Such CAD data is

1 more specifically described in Article IV. CONSULTANT shall not be liable for claims,
2 liabilities or losses arising out of, or connected with (1) the modification or misuse by
3 COUNTY, or anyone authorized by COUNTY, of such CAD data; or (2) decline of accuracy or
4 readability of CAD data due to inappropriate storage conditions or duration; or (3) any use
5 by COUNTY, or anyone authorized by COUNTY, of such CAD data for additions to this
6 PROJECT or for the completion of this PROJECT by others, or for other projects.

7 F. As part of the understanding and agreement between COUNTY and CONSULTANT of the
8 ownership of documents, it is acknowledged CONSULTANT shall obtain the written consent
9 of COUNTY prior to submitting any applications for consideration of a recognition award for
10 the PROJECT. Such consent will not be unreasonably withheld. COUNTY will diligently
11 work to review, comment and consent to the applications within the time frames of the
12 application, provided notification has been prompt. COUNTY shall have the opportunity to
13 review the completed application form proposed to be submitted and make comments to
14 be incorporated into the application.

15 **XXIII. TERM AND TIME OF COMPLETION:**

- 16 A. The term of this Agreement shall be for a period of three (3) years, commencing on
17 October 17, 2017 through and including October 17, 2020. This Agreement may be
18 extended for two (2) additional consecutive twelve (12) month periods upon written
19 approval of both parties no later than thirty (30) days prior to the first day of the next
20 twelve month extension period. The Director of the Department of Public Works and
21 Planning or his or her designee is authorized to execute such written approval on behalf of
22 COUNTY based on CONSULTANT'S satisfactory performance.
- 23 B. The parties hereto agree to the Production Schedule that will be developed consistent with
24 the Building Program, Exhibit C hereto.
- 25 C. CONSULTANT shall not be held responsible for delays caused by COUNTY review, or by
26 similar reasons beyond CONSULTANT's control.
- 27 D. Time is of the essence in the completion of the services covered by this Agreement. Failure

1 of CONSULTANT to meet any specific milestone date in the above-referenced schedule,
2 once such failure exceeds fourteen (14) calendar days (or other mutually acceptable time
3 period established by written agreement between CONSULTANT and the COUNTY
4 Representative prior to the scheduled date), past the specified milestone completion date
5 (unless the delay is attributable to COUNTY, State or other circumstances beyond the
6 control of CONSULTANT), is sufficient cause to immediately terminate this Agreement at
7 the option of COUNTY in accordance with Article XXIV Section C.

8 E. Consultant shall complete all services required under this Agreement, unless it is
9 terminated earlier in accordance with the provisions of Article XXIV.

10 **XXIV. TERMINATION OF AGREEMENT:**

11 A. This Agreement may be terminated without cause at any time by COUNTY upon thirty (30)
12 calendar days written notice. If COUNTY terminates this Agreement, CONSULTANT shall be
13 compensated for services satisfactorily completed to the date of termination based upon
14 the compensation rates and subject to the maximum amounts payable agreed to in Article
15 VI, together with such additional services satisfactorily performed after termination which
16 are expressly authorized by the COUNTY Representative in order to conclude the work
17 performed to date of termination.

18 B. If CONSULTANT purports to terminate the Agreement, or otherwise refuses to perform
19 pursuant to the Agreement, for reasons other than material breach by COUNTY,
20 CONSULTANT shall reimburse COUNTY, up to a maximum of \$50,000 for the actual expense
21 of engaging a new CONSULTANT, including but not limited to the cost of issuing a Request
22 For Proposal (RFP) and the new CONSULTANT's cost in becoming familiar with the previous
23 CONSULTANT's design, and such right to reimbursement shall be in addition to any other
24 legal or equitable remedy available to COUNTY.

25 C. COUNTY may immediately suspend or terminate this Agreement in whole or in part, where
26 in the determination of COUNTY there is:

27 1. An illegal or improper use of funds;

- 1 2. A failure to comply with any term of this Agreement;
- 2 3. A substantially incorrect or incomplete report submitted to COUNTY;
- 3 4. Improperly performed service.

4 D. In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of
5 this Agreement or any default which may then exist on the part of CONSULTANT, nor shall
6 such payment impair or prejudice any remedy available to COUNTY with respect to the
7 breach or default. COUNTY shall have the right to demand of CONSULTANT the repayment
8 to COUNTY of any funds disbursed to CONSULTANT under this Agreement, which, in the
9 judgment of COUNTY and as determined in accordance with the procedures of Article X
10 ("Errors or Omissions Claims and Disputes"), were not expended in accordance with the
11 terms of this Agreement. CONSULTANT shall promptly refund any such funds upon
12 demand.

13 E. The terms of this Agreement, and the services to be provided thereunder, are contingent
14 on the approval of funds by the appropriating government agency. Should sufficient funds
15 not be allocated, the services provided may be modified, or this Agreement terminated at
16 any time by giving CONSULTANT thirty (30) days advance written notice.

17 **XXV. CONFLICT OF INTEREST:**

18 CONSULTANT shall comply with the provisions of the Fresno County Department of Public
19 Works Conflict of Interest Code, attached hereto as **Exhibit G** and incorporated herein.
20 Such compliance shall include the filing of annual statements pursuant to the regulations of
21 the State Fair Political Practices Commission.

22 **XXVI. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

23 A. This provision is only applicable if CONSULTANT is operating as a corporation (a for-
24 profit or non-profit corporation) or if during the term of this Agreement, CONSULTANT
25 changes its status to operate as a corporation.

26 B. Members of CONSULTANT'S Board of Directors shall disclose any self-dealing
27 transactions that they are a party to while CONSULTANT is providing goods or performing

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services under this Agreement. A self-dealing transaction shall mean a transaction to which CONSULTANT is a party and in which one or more of its directors has a material financial interest. Members of CONSULTANT'S Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form attached as Exhibit H and incorporated herein by this reference), and submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

XXVII. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between COUNTY and CONSULTANT with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

XXVIII. SEVERABILITY:

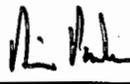
Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are hereby declared to be severable.

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the
2 day and year first above written.

3 Dyson Siegrist Janzen Architects, Inc.

County of Fresno

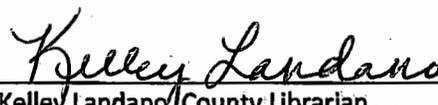
4 BY: 
5 Arthur T. Dyson, AIA, Principal Architect,
6 Dyson Siegrist Janzen Architects, Inc.
7 1295 N. Wishon Avenue
8 Fresno, CA 93728

BY: 
Brian Pacheco, Chairman
Board of Supervisors

8 REVIEWED AND RECOMMENDED
9 FOR APPROVAL

10 BY: 
11 Steven E. White, Director
12 Department of Public Works and Planning

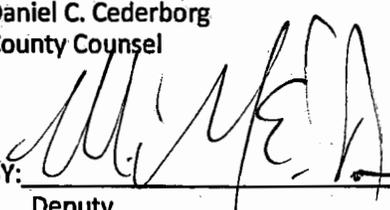
ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

14 BY: 
15 Kelley Landano, County Librarian
16 Fresno County Public Library

BY: 
Deputy

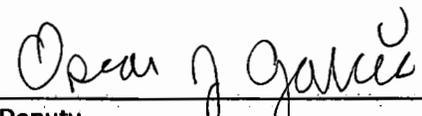
17 APPROVED AS TO LEGAL FORM
18 Daniel C. Cederborg
19 County Counsel

- Exhibit A: Site Plan
- Exhibit B: Sub-consultant list
- Exhibit C: Clovis Regional Library Building Program
- Exhibit D: County Building Design Standards
- Exhibit E: Hourly Rates
- Exhibit F: Public Contract Code Section 22300
- Exhibit G: Conflict of Interest
- Exhibit H: Self Dealing Transaction Form

20 BY: 
21 Deputy

22 APPROVED AS TO ACCOUNTING
23 FORM
24 Oscar J. Garcia CPA
25 Auditor-Controller/ Treasurer-Tax
26 Collector

Budget Units: 7530, 4360
Account: 8150, 7295
Program: 85519, 00014

26 BY: 
27 Deputy

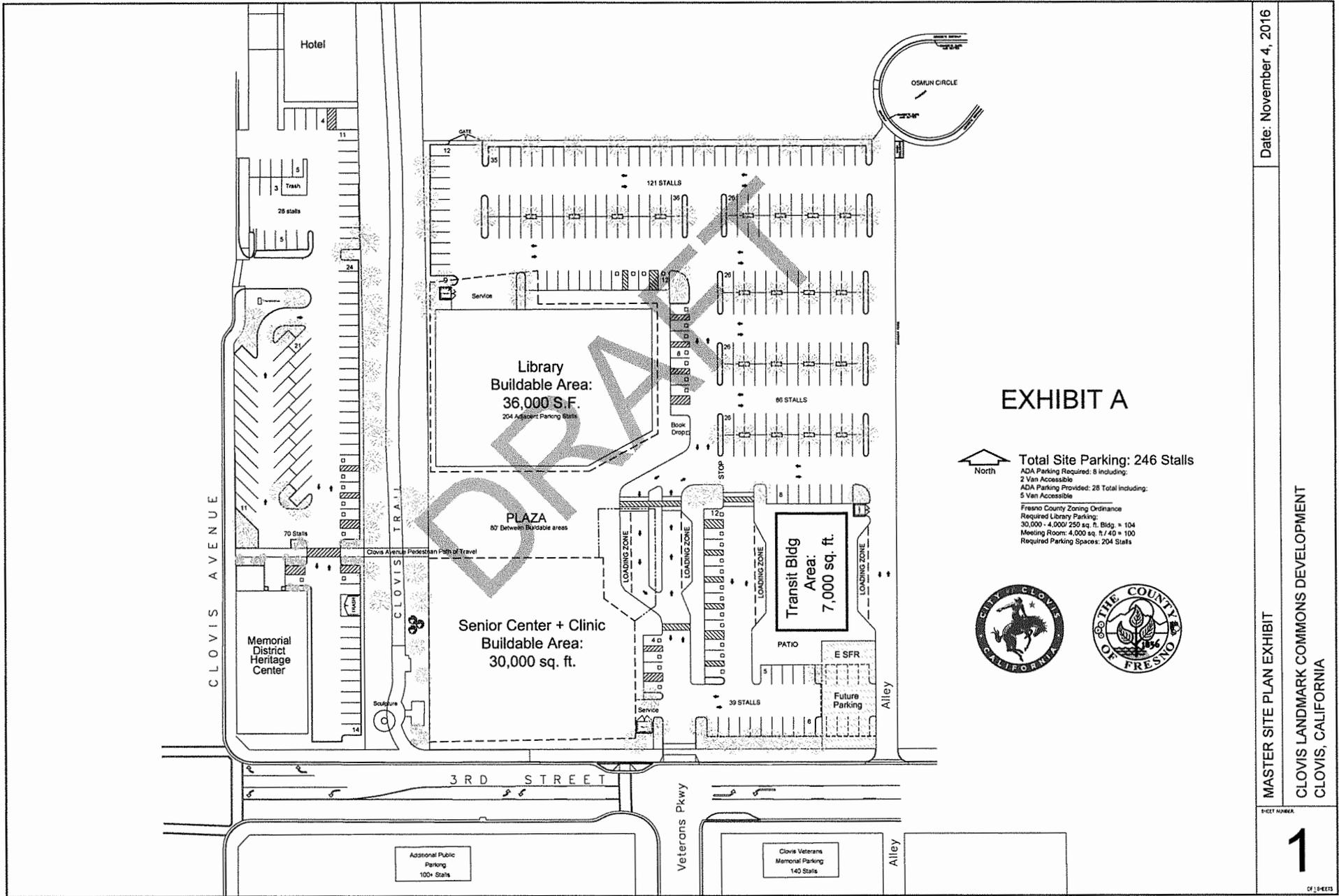


EXHIBIT A


Total Site Parking: 246 Stalls
 ADA Parking Required: 8 including:
 2 Van Accessible
 ADA Parking Provided: 28 Total including:
 5 Van Accessible
 Fresno County Zoning Ordinance
 Required Library Parking:
 30,000 - 4,000/ 250 sq. ft. Bldg. = 104
 Meeting Room: 4,000 sq. ft./ 40 = 100
 Required Parking Spaces: 204 Stalls



Date: November 4, 2016

MASTER SITE PLAN EXHIBIT

CLOVIS LANDMARK COMMONS DEVELOPMENT
CLOVIS, CALIFORNIA

SHEET NUMBER

1

CP16-EE15

New Fresno County Clovis Library**SUB-CONSULTANT LIST**

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CLOVIS REGIONAL LIBRARY

BUILDING PROGRAM

SEPTEMBER 2016

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I. Overview and Introduction

a. General Introduction to the Project and Schedule

The City of Clovis has purchased 5.7 acres of land northeast of Clovis and Third Avenues for an extended campus of their civic center, which will house a new library, a senior center, and a transit hub. This will replace the 8,600 square foot building currently located in the City’s main civic center campus on Fifth Street. While the land was purchased by the City of Clovis, all construction costs for the new library branch will fall to the Fresno County Public Library. A memorandum of understanding between the City of Clovis and Fresno County Public Library discloses that the Library will join the City in its selection process to hire one architect for all three buildings in the new civic center, in an effort to reach an economy of scale and maximize efficiencies. The Library plans to use Measure B reserve funds to subsidize construction costs (estimated \$8m) and plans to fundraise an estimated \$4m for furniture, fixtures and equipment, with an opening in 2018.

b. Discussion of the Library Building Program to the Architectural Design Process

The building program is presented as a document to architects during the interview and contract process. The architects are instructed that they must design a building that meets this building program. While libraries are typically designed using an “inside out” model, meaning the needs of the building inside dictate the exterior style, the architect for this building project must work with the City of Clovis to ensure the exterior design compliments the other buildings on the campus. The process starts with a chart of adjacency requirements, progresses to a bubble diagram, which lead to preliminary floorplans. Several iterations may follow. At this time, community meetings are held in order to receive input for the proposed layout and architectural theme. Architects then spend further time refining the site and interior layout and finally implement the theme and exterior design. Staff constantly reviews the design to ensure that the elements requested in the building program are represented in the design. The entire package is then represented to the community for review. This completes the conceptual phase and a critical and key design phase. The building program continues to play a guiding role as the architect(s) enter subsequent phases. For example, staff meets with the architects and engineers for electrical, data, HVAC and lighting requirements to make sure the detail of the building program is implemented. Conversations with the architects and engineers occasionally lead to refining some details of the building program.

II. Background Information About the Library and Parent Institution

a. Brief History of the Library

The current Clovis Regional Library was built in 1976 at 8,600 square feet. The population at the time of construction was roughly 25,000 people—a number which has quadrupled in the last four decades. The current facility cannot meet the needs of the community relative to its size.

Still, the Clovis Library remains amongst the busiest branches in the Fresno County Public Library system, consistently ranking second in annual reports measuring circulation, visitors, number of events, and number of program attendees. There is no doubt that once the new building opens,

the current statistics will skyrocket. The new facility must be designed as a thriving, bustling epicenter of the community.

Library buildings are long-term investments into the community, so when designing such a facility architects should look as far as 50 or 100 years into the future. The key is to provide a facility that is so flexible that it can easily adapt as demands and technologies change.

b. Brief History of Clovis

Clovis Library serves a community of more than 102,000 residents within the city limits and thousands more in the unincorporated county areas. Since 2010, population rates increase roughly 1% each year, with a projected population of 108,570 residents by 2020. More than 7,500 businesses call Clovis home. As a regional facility it is expected the service base will be more in line with approximately 200,000 drawing in residents from surrounding communities.

The residents of Clovis take much pride in their community, referring to Clovis as “a way of life”. There are many distinct cultural events throughout the year in Clovis. Downtown business owners often work together to host seasonal events, such as the Old Town Flea Market, Wine Walk, or the weekly farmers’ market. Clovis is known for its association with all things Western, from the Clovis Rodeo and Big Hat Days to the Western-style architecture of its buildings. Subtle elements of this ‘cowboy culture’ should be evident in the new Library’s design, but should not overpower the overall aesthetic.

c. Description of the Service Area and User Groups, Present and Future

The new Clovis Library will remain a regional facility, and at 30,000 square feet will be the largest of all branches outside the Central Library. Each regional branch in the Fresno County Public Library system serves the surrounding regions as well as the local community in which it is located. The new facility will serve not only the residents of Clovis but those in the unincorporated areas of Northeast Fresno County. Neighboring libraries include: the Woodward Park Library (distance: 6.5 miles), located at Champlain and Perrin in Fresno; the Betty Rodriguez Library at Cedar and Shields in Fresno (distance: 6.1 miles); and the Sierra Vista 24/7 Library located in the Sierra Vista Mall in Clovis (distance: 1.5 miles).

Many schools in the Clovis Unified School District are served by the Clovis Regional Library. In addition to several elementary schools, Clovis High School and Clark Intermediate School are in close proximity. At the current location on Fifth Street, many students from Clark walk across the street daily after school. It is expected they will continue to walk the two additional blocks north to the new location.

The new facility will be located adjacent to the Old Town Clovis Trail, which is a popular recreation trail that winds through the city. It will also share proximity with Old Town Clovis, which includes many shops and restaurants.

According to US Census data as displayed in the table below, residents of Clovis are more likely than other Fresno County residents to be: college educated, home owners, white, and speak no other language than English. Statewide comparisons are provided as well.

Demographic	California	Clovis (city)	Fresno County
Race—White	39%	58%	31%
Race—Hispanic	39%	26%	52%
Language—other than English spoken at home	44%	23%	44%
Education—bachelor’s degree	31%	30%	20%
Housing—own a home	55%	62%	54%
Median household income (2009-2013)	\$61,489	\$65,260	\$45,563
Lives Below Poverty level (2009-2013)	16%	13%	26%

As stated previously, the projected population of Clovis by 2020 is 108,570. The population of the Fresno County Public Library jurisdiction overall has increased by 16% in the last decade to 910,000, growing faster than the statewide rate of 10%. This includes a higher share of young people than the state average.

d. Mission, Goals and Strategic Directions

The Library’s mission, goals and strategic directions for 2016-2019 are included in Appendix A. These are currently under review and may be revised during the course of this building project.

e. Finances for Library Operations and Capital Funding

All Library activities, including capital projects are funded through the Library’s main funding streams: property tax and Measure B sales tax revenues. Additional monies are available only through private donation. The Library plans to fundraise for the furniture, fixtures and equipment (FF&E).

f. Projected Services

- i. The Clovis Regional Library will be open sixty-nine (69) hours a week, seven (7) days a week.
- ii. Primary emphasis will be on popular reading materials and those for independent learning, with an additional emphasis on children’s materials.
- iii. An Early Learning Center will provide an area for children and families to interact, encouraging the development of early literacy skills.
- iv. Library programs are held both inside the library and offsite.

1. At least four different kinds of programs for children will be offered each week, 42 weeks per year.
2. At least three programs for teens and adults will also be offered per month, 12 months per year.
- v. Lifelong learning and creative exploration will be encouraged through the use of the Library's Innovation Lab.
- vi. Job readiness and college preparedness will be encouraged through the Library's computers, copy center, and online databases.
- vii. The Library will be a community destination through the use of its many study rooms, meeting rooms, and gathering spaces.
- viii. Current technology will be employed throughout the building, offering WiFi, desktop computers, laptops and tablets for checkout, and many charging stations.

III. Overview of Requirements for Proposed Building Project

a. Description of the Site

The site of the new Clovis Regional Library is located just northeast of Clovis Ave and Third Ave in Clovis, just steps east of the Old Town Clovis Trail. It will share a campus with the new senior center and transit hub. There will be parking for each building, with spots reserved for both car pool and low-emission vehicles. There is no existing building; this is a new construction project.

b. Building Size and Levels

The new Clovis Regional Library will be approximately 30,000 square feet. It will be a single level facility.

IV. Exterior Considerations

a. Landscaping

The Library requests a garden-like setting around the building, with outdoor benches and paths connecting to the Old Town Clovis Trail. Landscaping and irrigation do not currently exist and will be part of the building project. The architect will consult with a landscape architect. It is expected xeriscaping will be used to address the drought conditions of the region and to proactively conserve resources. The architect, landscape architect, Library and City of Clovis will work together as a team to create a mutually agreeable landscape that transitions people from inside the library to the garden-like setting, then again to the parking lot or other destinations like the trail or transit hub.

b. Patio/Outdoor Seating

In addition to benches throughout the landscaping, there shall be a covered, outdoor space for events. Three concrete patio tables, approximately 5 feet in diameter with benches are required. Artwork suitable to the outdoors (e.g.: bronze statuary) are desired.

c. Bike Racks

As the Library will be adjacent to a popular recreation trail, at least four multi-use racks for safely securing bicycles, jogger strollers, etc. are required.

d. Parking

Parking spots in the civic center will be shared by those visiting the Library or senior center, or by those who are using the transit hub. It is expected that:

- i. County requirements for number of stalls will be met.
- ii. Access to the parking area will provide maximum safety. A passenger drop off zone is desirable.
- iii. There will be a loading zone near the delivery entrance to the building.
- iv. There will be a convenient way for customers to return materials.
 1. A drive up book drop that deposits materials directly into the building is most desirable, allowing customers to return materials without getting out of their vehicles.
 2. A second option is providing 2-3 loading zone spots near the exterior book drop that deposits materials directly into the building.
- v. The public entrance(s) will be clearly visible and directly linked to public parking.

e. Signage

Outdoor Signs are useful reminders of a Library's availability, not just its location.

- i. This building shall be identified as a branch of the Fresno County Public Library. The County Librarian shall determine exact wording. The exterior building sign shall be well lit and visible to the surrounding parking area and shall comply with applicable signage standards.
- ii. In accordance with City bylaws, directional signs shall be placed on Clovis Avenue and Third Avenue.
- iii. Speed of vehicular traffic should be considered in determining exterior sign size.

f. Visibility and Appearance of Building

- i. The exterior of the Library will be designed to complement the other buildings on the civic center campus. However, it should be extremely clear to passersby that the facility is a Library. It should convey both the culture of the community and the dignity appropriate to a building of cultural and educational significance. All exterior materials shall meet current code standards, shall be of durable vandal-proof materials requiring minimal maintenance, and shall be environmentally safe.
- ii. No portion of the building exterior should create an area where people can congregate without being seen.

g. Lighting

- i. The Library entrances, emergency exits, book drop depository, adjacent walkways, and immediate landscape should be well lit for public safety and building security.
- ii. Photovoltaic timers should be used wherever possible.
- iii. Special care should be taken to ensure lighting installation dovetails with security camera placement, ensuring proper synchronicity when reviewing security video footage.

h. Security

The most up-to-date security cameras shall be installed around the perimeter of the building, with surveillance capturing entrances, exits, parking lot, and all other areas around the building.

General Requirements of Library Building

a. Functionality

A library building is designed from the inside out. Proper relationships between the interior spaces are critical in order for the library to function. Visual, acoustic, color, floor covering, and other building elements subliminally define these interrelationships. Key examples are listed below.

- i. The design should allow visual control by staff of most of the facility; however, customers should feel only a general sense of surveillance.
- ii. Public entrances should relate to staff at the service desk. If a second public entrance is required for any reason, and that entrance is not within proximity to the main service desk, it must be supervised by staff at a second service desk. The Library can look at alternatives to traditional service desks, such as host/hostess stands like at restaurants or hand-held tablets and headsets, similar to retail stores.
- iii. Good visual control of emergency exits is required.
- iv. Visual control should also be strong in potentially troublesome areas, such as the entrance to public restrooms, near water fountains, etc.
- v. Once inside, visitors should be immediately oriented to the major areas of the Library: Children's Room, Popular Materials, Meeting Room, Innovation Lab, etc.

b. Theme and Interior Design

The Library wishes to honor the past, while looking toward the future. The architectural team will work with the Library on theme and interior design. The Library desires a state-of-the art facility with a nod to the city's Western culture built into a streamlined and modern environment, all the while maintaining the existing branch's cozy feeling. The end result needs to feel sophisticated, modern, and yet a place where everyone feels instantly at home.

c. Occupancy by Staff and Customers

The following is subject to review, based upon spatial or financial limitations.

Area	Type	Number
--	Staff	18
--	Volunteers	3
General	Auditorium/Meeting Room	300
General	Desktop computer stations	20
General	4-person tables, charging devices (various designs) (5)	20
General	2-person tables, charging devices (various designs) (5)	10
General	Lounge chairs, charging devices (6)	12
Quiet Room	4-person tables (2)	8
Quiet Room	2-person tables (4)	8
Quiet Room	Lounge chairs (4)	4
Quiet Room	Loveseat (2)	4
Innovation Lab	Task chairs	10
Teen Area	Benches or Bleachers	12
Study/Meeting Room 1	Table/Chair that seats 10	10
Study/Meeting Room 2	Table/Chair that seats 20	20
Study/Meeting Room 3	Table/Chair that seats 40	40
Children's Room	Tables & Chairs (5)	20
Children's Room (Story room)	Story Room amphitheater plus occasional tables/chairs for crafts	150
Children's Room	Early Learning Center: Read with Me chairs (2) + 2 comfy cushions	6
Children's Room	Lounge Chairs for adults (4); Bench for children (10)	14
Children's Room	Window seating	12
Total		701

Indoor Seating

Seating for the public will include a variety of types, reflecting the architectural theme and design. Selection for seating will be intentional with attention paid first to functionality. Additional considerations are durability, safety and aesthetics. All seats must have a purpose both for customer use and within the greater design of the building. Window seats may be included.

1. Upholstered seating should be selected judiciously and only when absolutely necessary to the success of the buildings' design and function. Fabrics must be sturdy, easy to clean and soil resistant.
2. Customer safety is paramount and should be considered when selecting wheels that come with castors or wheels.
3. Tables are to be no more than four seats as research has shown that larger tables are not used. Two-seat tables are desirable as well. With each selection, consideration

must be made regarding the charging devices and if the table or piece of furniture could provide an outlet or USB port for charging.

4. Meeting Room tables should be lightweight, durable, easily stacked or put away, and simple to rearrange, since both staff and customers will be handling them.

d. Type and Size of Collection by Area

The shelving layout should define reader areas, and also break up large expanses into more intimate spaces. Customers want to feel as though they've discovered their very own nook to settle in, and yet staff must not lose sight control over the building. Employees will be roving while helping customers, but every effort must be made to provide clean lines of sight from the central service desk. Every attempt must also be made to locate rows of shelving so that the books can be grouped logically according to the library classification scheme. Care should be taken not to create overly long ranges. Groupings of six to 10 sections to create a range are appropriate. General principles are summarized here.

- i. The different areas of the Library are: Popular Materials (includes New & Now browsing, plus adult and teen media); Nonfiction (includes Adult and teen nonfiction, as well as reference); Adult Reading (includes all genres, graphic novels, large print of all kinds, audiobooks); Teen Reading (fiction, graphic novels, audiobooks); Adult Magazines (housed in the Quiet Room); World Languages (Spanish print and media for adults and teens; all other world language materials for adults); Children's Room (Ages 0-5, school age K-6th, homework center, parents' shelf, movies, music, Spanish and world languages).
- ii. Furniture, Fixtures, Equipment: equipment is comprised of regular library stacks and display racks for books, CDs, DVDs, future formats, and periodicals.

Shelving layout and bookshelf height in each area influence storage efficiency. In general, 78 inch, five shelf-high units should be used throughout the Adult areas. No items are to be stored on the bottom or top shelves, though in times of great need, a sixth shelf can be added in areas where display and merchandising is not compromised.

- iii. In the Teen area, 66-inch, five-shelf high units shall be used.
- iv. Children's shelves should not exceed 42 inches and the number of shelves will vary by collection.
- v. The Popular Materials section houses both the Library's New & Now browsing collection and its media. Special care must be taken in selecting the media shelving, as well as the shelves to display the high traffic, popular books in this area. Total volumes checked in at any time will be estimated at 850 books, 3,000 CDs and 12,000 DVDs. Because this is a browsing collection of the Library's most popular materials, special care should be taken to find the most innovative ways to shelve and display these collections.
- vi. Periodical shelving will go into the teen area (66" h and 2, 10" shelves), the Children's room (42" h and 2, 10" shelves), and the Quiet room for the Adult magazines (66' h and 2, 10" shelves).
- vii. For in-depth shelving plan, see Appendix E.

e. Flexibility and Expandability

Library trends change over time. Historically, customers would visit the library seeking answers only found in large reference books, or check out the numerous items for reading enjoyment. Over time the focus shifted from customers primarily seeking answers from librarians or books to customers utilizing the Library's Internet connection for information and entertainment, while continuing to use the Library's print collection for entertainment or life enrichment. As we move into an exciting technology-driven future, we see yet another shift. Where customers have been utilizing the Library as a means of consumption {information, entertainment, access}, we now see people drawn to libraries as a place where creation happens. From crafts after to storytime, to STEM-based contests with teens, to adults accessing our Innovation Labs to use our 3D Printers, our customers are *making* things—and as a result, contributing to the collective knowledge in our communities. Library design must understand the shifts in Library trends and acknowledge that there will be unforeseen shifts in how we deliver service. We may not be able to anticipate the specific trends, but the library design must be flexible enough to adapt and welcome what comes.

- vi. The Library space must be durable and adaptable, and include features such as a raised floor system for the distribution of critical services (power, voice, data, and HVAC) and mobile workstations and storage.
- vii. Computer technology continues to affect the way libraries function and, as a result, the way they are planned and designed. The electric and wiring needs of modern-day public libraries must accommodate changing technology. Public libraries must be able to support wired and wireless connections to digital communications from networks within and from outside the library. Outside digital communication systems include the Internet, area networks, public telephone networks, and networks accessed through digital service providers (such as cable companies) that utilize copper wire, cable, wireless, or fiber-optic capabilities.
- viii. The building must have the infrastructure in place to support the use of wireless communication technologies, in order to allow library staff members to roam throughout building with a mobile device, without being bound to a service desk. Staff should be able to help customers where the customer is, not expect customers to come to them.

f. Staff Efficiency

Efficiencies should be identified and developed at every turn. This includes utilizing design elements which employ human efficiency measures as well. Examples where efficiencies can be found are below, but additional efficiencies should be identified through the design process.

- ix. *Service desk.* In this facility there will be one service desk in the main area. Customers can have all their Library needs met there: check out or return materials, ask questions, pay fines, reserve meeting rooms, etc. Because the children's room is separated by walls and the line of sight is obscured, a separate point of service is required. However, a service desk may not be. Staff can roam in the children's area with tablets, or set up at a table with a portable sign.
- x. *Adjacency.* When the main service desk is connected to or in close proximity to the staff work area, employees who are working at their assigned work stations are able to assist

those at the service desk at times of high volume. The service area should be visible from the work area without the employees or work area being visible to the public. In addition, there should be mechanisms in place for staff at the service desk to communicate quickly with the staff in the work room (i.e. easily call for back up).

- xi. *RFID*. Efficiencies can be reached through the use of self-checkout stations, utilizing RFID technology. Customers who choose to be self-sufficient may come into the Library and use a computer, pay a fine online, and check out a few books – all without speaking to staff.

While staff efficiencies should be used whenever possible, the user experience should never be compromised. Each potential savings must be measured against how it will affect customer service, which is of utmost importance.

g. Energy Efficiency

The Library should be recognized as a “green” facility. To that end, design should address minimizing the negative impact the building will have on the local environment, and if possible create a positive impact. Reducing the use of water and energy by designing in a way that maximizes the use of natural and renewable resources is preferred. Integrating actual greenery and vegetation into the building and site design using drought resistant and/or native vegetation is required. In addition, maintaining high standards of indoor air quality is necessary to help ensure the health of the people who inhabit the building. LEED Certification should be considered.

Design must balance the conflicting needs of users and library materials. One of the central themes of the library's mission is to preserve knowledge, so that it can be passed on to future generations. For over a thousand years books have been the dominant way to do that. While the Internet has become the information medium of choice for many, books still play a very important role in the preservation of knowledge. In order to be preserved, books must be kept away from extreme temperatures, moisture, and sunlight. In contrast, many individuals find sunlight to be the most enjoyable light for reading. Sunlight also plays a major role in green design, because it can be used to reduce the reliance on artificial lighting. Skylights should be added wherever possible and when it can be logically incorporated into the building's design.

The design must also address the weight of books and other library materials. A common strategy in green design is to raise the floors to increase circulation, but the weight of the stacks can be an impediment to this strategy. Libraries need to be built flexibly, in order to make room for expansions in size and in wiring capabilities. These obstacles by no means present insurmountable challenges to green libraries. The special needs of the library just need to be taken into consideration from the beginning of the project.

Below are considerations for a sustainable facility:

- i. Is the building designed and constructed in ways that preserve the natural outdoor environment and promote a healthful indoor habitat?
- ii. Is the building designed to avoid adversely impacting the natural state of the air, land, and water, by using resources and methods that minimize pollution and waste?

- iii. Is the building designed to maximize passive and natural sources of heating, cooling, ventilation, and lighting?
- iv. Are innovative strategies and technologies employed such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table?
- v. Is the project planned to reduce the need for individual automobiles, use alternative fuels, and encourage public and alternate modes of transportation?
- vi. Is the building constructed and operated using materials, methods, and mechanical and electrical systems that ensure a healthful indoor air quality while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins?
- vii. Are the HVAC system's outdoor air intakes located as high as possible above the ground and far enough away from the exhaust ducts to reduce the intake of ground level air pollution?
- viii. Are stainless-steel-strip bird guards installed over the horizontal rooftop outdoor air intakes to prevent birds from settling on the grating and polluting the shafts below?
- ix. Does the HVAC have an efficiency air filtration system with pre-filters and final filters at 30 % and 85% efficiency respectively?
- x. Are air filters designed to be easy to access and clean and/or replace? See WBDG Sustainable O&M Practices.
- xi. Has the exposed fiberglass within the HVAC system been encapsulated to eliminate amplification sites for fungal and bacterial micro-organisms?
- xii. Is the rate of ventilation with outdoor air at least 25 cubic feet per minute?
- xiii. Are copy rooms, rooms with 3D printers or laser cutters, and similar spaces that emit possibly toxic substances equipped with their own dedicated air exhaust systems?
- xiv. Is particleboard that emits formaldehyde emissions prohibited in the building? See WBDG Evaluating and Selecting Green Products.
- xv. Is furniture constructed without particleboard that emits formaldehyde? See WBDG Evaluating and Selecting Green Products.
- xvi. Are only solvent-free paints specified for the project? See WBDG Evaluating and Selecting Green Products.
- xvii. Are low-emitting, solvent-free adhesives specified for the project? See WBDG Evaluating and Selecting Green Products.

h. Fenestration

The arrangement, proportioning, and design of windows and doors in the building must provide for ADA access, maximum natural light, and controlled access. Emergency exits must be clearly marked and alarmed. Windows must have proper shading or filament lining to provide protection to library materials, reduce heat and damaging effects of the sun while still providing maximum light.

i. Interior Materials and Finishes

Interior materials and finishes shall: meet code requirements; be of attractive, durable materials that require minimal maintenance; and be environmentally safe. In the selection of interior finishes, factors such as durability, ease of cleaning, potential repair, replacement costs and resistance to vandalism need to be considered.

xii. Floors

1. Structural capacity of floors shall meet library load and seismic requirements.
2. Multiple surfaces are to be used to spatially define various areas of the library, ensuring that all flooring choices fit within the facility's theme and overall design.
3. Carpeting is preferred for children's areas and quiet rooms. Carpeting shall be anti-static, woven, commercial grade and glued down without padding. It shall be designed for easy replacement of high wear areas.
4. The architect will write specifications to ensure that high-quality, durable flooring is chosen and properly installed in every facet of the facility.
5. Non-skid surfaces are recommended for the staff Lounge and storage areas.
6. Slip-resistant tile surfaces or cement flooring is recommended for the restrooms.
7. Provide for rubber mats which can be removed for cleaning at entrances in order to capture track off dirt and debris. A high-traffic grade carpet should be chosen at the entrance for walk-off purposes.
8. Anti-fatigue mats are required at service desks. Other staff work stations should be examined and the best flooring to meet comfort and efficiency needs determined.

xiii. Ceilings

1. An industrial, open-beam style of ceiling is preferred.
2. Acoustically treated materials for sound absorption should be considered.
3. All materials must be neutral or white tones for ultimate dissemination of light.
4. In some specific areas, materials less neutral in tone and texture may be applied to enhance themes and ambience.

xiv. Walls

1. Provide display surfaces such as tack board or dry erase marker surfaces in locations specified, such as the Children's Room, the Meeting Room(s) or for community information boards.
2. At locations where book stacks are to be placed, ensure stacks and walls are seismically anchored.
3. Include a way to display art in entry way, Quiet Room, and Meeting Room(s) if possible.
4. Pay careful attention to walls on which shelving will be anchored to avoid conflicts among items such as light switch placement, fire extinguisher placement, thermometers, etc.

j. Access for the Disabled

- xv. ADA requirements must be met in all design elements, including, but not limited to:
 - 1. Walkways and parking.
 - 2. Aisles, counter heights, and restrooms.
 - 3. Public computer workstation.
 - 4. Public self-checkout station.

k. Acoustics

- xvi. Good acoustics are essential in a modern library. A busy library branch is bustling with sounds and activities, and the facility should be designed with an attempt to mitigate this noise as much as possible.
- xvii. Flooring, wall and furniture surfaces should also be selected based on the contribution to the acoustics balance throughout the building.
- xviii. Special consideration should be given to preventing the disruption of designated quiet areas by noise levels in places such as the Children's Room, Teen Area, Innovation Lab or Service Desk.

l. Environmental Conditions (HVAC)

- xix. Good quality air distribution is even more important than temperature settings. Humidity should also be controlled, both for human comfort and the preservation of book paper and bindings.
- xx. The consulting engineers are to provide an effective filter system to reduce particulate matter in the interior environment if possible. The cost of such a system should be offset by reductions in the time maintenance staff spend dusting. A slightly positive air pressure in the library would further contribute to this goal.
- xxi. Zone building so that HVAC can be controlled independently if possible. For example the larger meeting room should be provided with its own HVAC controls, so that its use can be restricted to the time when the room is occupied, thus achieving environmental efficiencies.

m. Illumination

Libraries are about books, people and light. How the library is lighted can make the difference between a bland gray industrial look and an exciting glorious space in which the materials become the decoration and people have a marvelous choice of sunlit reading and study spaces and cozy comfortable individual study carrels.

- xxii. Lighting control must be available for each area with light switches conveniently located at staff entrances and at the Service Desk. No switches should be located in the public area. Night lighting switches should be near the door that staff exits at night. Lights can be controlled by a central timer and be motion activated as well.

-
- xxiii. Considerations for lighting that may be useful in achieving a beautiful and functional library include:
1. Have the orientation such that people walk towards natural light.
 2. Place windows in the direction of travel as people walk around the building, especially in the book stacks.
 3. Stacks should be oriented so one never walks down stack aisles towards a blank wall. If windows cannot be placed, book displays or flat screen monitors should be positioned so that people have something to look at.
 4. Library lighting should be inviting to make reading and other work a simpler task.
 5. Natural light should be utilized whenever possible to bring the outdoors in, evoking the sense of calm and peace which a library should provide and saving energy as well.
 6. Large panels of glass should be able to keep the inside at proper ambient temperatures in summer and winter, while still allowing plenty of light in.
 7. South-facing windows tend to have the longest hours of light but can also be problematic, often allowing in very harsh light, requiring expensive shades to lessen it at certain times of day. South-facing windows are also difficult to keep looking clean, with such intense light coming through for such long periods of time. Finding a way to utilize the southern sun without it being in people's faces is a challenge. On the other hand, indirect light from the north, west and east can be wonderful much of the day. People are often drawn to it, while shying away from the glare of harsher light.
 8. Staff office areas will include natural light and windows if possible.
- xxiv. Maintained lighting intensity will be measured at:
1. Public service desks: 50 foot candles measured horizontally at the counter top.
 2. Staff areas: 50 foot candles.
 3. Conference room: 30-40 foot candles with dimmers.
Meeting rooms: 40 foot candles average with "zoned" lighting on dimmers.
 4. Reading areas: 30-40 foot candles.
- xxv. In areas where electrical light is needed, recessed ceiling lighting which has good longevity and does not hum is important. The warm glow of lamps in some reading areas will be welcome. Lamps provide a homey feel, inviting people to relax, get comfortable, and read.
- xxvi. Controlling Sunlight
1. Ultraviolet light from the sun damages paper and bindings. Use overhangs and awnings to control direct sunlight. New products, such as high E windows and fritted glass, are available that filter sunlight and reduce the heat gain that formerly made perimeter window seats unusable in hot summer days.
 2. Avoid direct skylights over staff work or user locations.
 3. Indirect natural sunlight is wonderful for library users and should be introduced into all library areas where possible.
 4. Consider clerestory windows set back from the side walls to bring natural indirect light into the middle of the facility.

xxvii. Controlling Glare

1. In many libraries designed before energy conservation, large numbers of fluorescent lamps were placed in the ceiling to mimic the effect of skylights. People in these libraries suffered from glare, which often produced headaches.
2. Select lenses for light fixtures that will diffuse light and prevent glare. These can be simple egg-crates or more directional parabolic units.
3. In some areas of the library where a variety of tasks are performed in close proximity, it will be useful to consider a system that will deliver uniform indirect light over the entire area. This can be accomplished by installing indirect lighting fixtures under a white reflective ceiling so that the light will shine up and be diffused by the ceiling over a wide area. This indirect light strikes the viewing surfaces from many angles thus diffusing glare and providing a comfortable reading level for most tasks. If the light source is hidden from view there will be no glare from the light source to disturb long-term users.
4. Spot lighting of exhibits of interesting books throughout the library will add to the color and interest of the browsing experience.

xxviii. Lamp choices

1. Consider LED lamps that have long life and consume the least amount of power wherever possible.
2. Provide an array of table reading lamps, some with power connectivity.

xxix. Lamp color

1. Natural full spectrum lighting should be used as a health benefit as well as making the library more attractive.

xxx. Book stack lighting

1. It is possible to light book stacks indirectly, however the narrow book spines and small type are often difficult to see in dim light.
2. Direct lighting of book stacks with fixtures that run parallel to the stack ranges and are hung from the ceiling will dramatize the materials and may result in more use of materials.
3. LED lighting may be useful for book display purposes.

xxxi. Sustainable design concerns and operating cost

1. Consideration must be given to heat gain from lighting when looking at air conditioning and heating control.
2. Maintenance, ease of replacement, and fixture cleaning as well as energy efficiency (electronic ballasts), life of lamps, and initial and replacement cost should be considered in selecting and locating fixtures. In one FCPL library a boom lift is required to change fixtures, making it very cost prohibitive.
3. Costs for electricity and maintenance will increase, so select fixtures, lenses and lamps that are easy to clean and replace and burn cool for longer life.
4. Use low intensity light in non-reading areas, such as traffic aisles.
5. Control glare and reflection by diffusers, louvers and light locations.

6. Let users control task lighting through the use of table and floor lamps.
 7. White ceilings and white walls will increase light, especially in small rooms.
 8. Limit light intensity variation in small rooms or in contiguous areas.
 9. Consider LEDs that burn longer and require less energy per lumen output than many other types of lighting.
- xxxii. Floor coverings
1. Light colored reflective floor materials increase light on bottom shelves as compared to carpeting.
 2. Cork floors are reflective and absorb sound.
- xxxiii. Lighting and graphics
1. Light fixture locations must be coordinated with location of graphics to assure that light does not obscure signs. This can only be achieved by planning graphics and lighting at the same time during the project.
- xxxiv. Layered lighting
1. Layered lighting combines ambient and task lighting.
 - a. Ambient Lighting: A low level of ambient lighting will provide for general illumination. This ambient lighting will be low-glare, and accomplished by perimeter luminaires as well as hanging lamps that indirectly reflect light from a white ceiling.
 - b. Task Lighting: Non-glare task lighting is directly related to functions such as illumination of displays, reading surfaces, and lounge seating. This can be accomplished by floor or table lamps or recessed ceiling fixtures. Task lighting should be as adjustable as possible including long, flexible electrical wires attached to ceiling fixtures that may be easily relocated when functions change. Task lighting should be capable of being controlled by the user, with lamps on swivel arms.
- xxxv. Wall wash display lighting
1. Perimeter, ceiling-mounted wall wash book display lighting fixtures should be installed at least three feet out from the walls and include elliptical reflectors in order to cast light all the way down the wall.
- xxxvi. Marketing materials
1. In the browsing area where the front covers of books, DVDs, videos and CDs are featured, it may be advisable to supplement the indirect light with dramatic spot lighting of materials just as in bookstores.
- xxxvii. Meeting room lighting
1. In meeting rooms, light dimmers will be especially useful to vary the intensity of light depending on the program content. The controls for these should be mounted near the stage or speaker area in the front of the room, and there should be separate light controls for the stage or podium, the audience, and the aisles.

n. Safety and Security

xxxviii. Staff Workspaces

1. Safety and security of staff, materials and equipment should be a primary consideration in locating work areas. Work areas should not be dead-ended enclosed space where staff may be confined or isolated with patrons. Staff should have access to automatic dialing 911 equipment near their work stations. There must be at least two exits in the staff area. Staff work spaces will be secured via HIRSCH technology; doors will open only for those staff with identification badges permitting them access.

xxxix. Public Areas

1. The design should create a sense of privacy for users, while not making them feel they are under surveillance. There should be no hidden areas; all areas should be easily supervised from staff work stations. An internal and external monitoring system with cameras throughout the building sending images to a central position, like the circulation desk, that always has a staff member present to monitor activity in the building should be considered. Use of low stacks and furnishing is encouraged within the rooms, as is the orientation of stacks to allow staff supervision. The design should allow for the staff to see as much of the Library as possible from the service desk, while not compromising aesthetic or function. There should continue to be one public entrance that is fully visible from the service desk. Other areas of concern include restrooms and the children's room. There should be separate restrooms for adults and children that are fully visible to employees staffing those respective areas.

xl. Safeguarding Property

1. All materials are tagged with radio frequency identification. If an item is removed from the building without the RFID tag being deactivated, an alarm will sound. Security gates from the current building will be brought to the new building.

xli. Security system

1. A security system should be maintained that has a direct link to policing services.

xlii. Internet protection.

1. Library policy mandates Internet filtering from all hard wired desktop computers, as well as any mobile device in the building utilizing the Library's wireless Internet connection. Those found to be out of compliance are subject to disciplinary measures.

xliii. Emergencies

1. Staff must be prepared for natural and man-made disasters. Response plans are in place for every building and posted in a high traffic zone of the employee area (generally, the break room/lounge). Fire drills are practiced annually. The building must have exits that are not only in compliance with local and federal laws but that make logical sense to customers who might be exiting during extreme circumstances.

xliv. Construction Materials

1. All construction materials that pose a health hazard should be avoided or their danger mitigated. Flame retardant materials should be used throughout. Audible and visual fire alarms should be provided throughout the building according to code, with extinguishers chosen for ease-of-use. Smoke and heat sensors must be provided in all areas including air ducts. Other alarms should warn of heating system failure and basement flooding. All alarms should continue to be tied automatically to the Fire Department. The appropriate fire official should be contacted early in the design phase, to ensure the proper placement of extinguishers, exit signs, carbon monoxide sensors and alarm boxes. If this is not done early, it often leads to problems with stack or furniture placement dislocation due to code restrictions.

o. Signage

A library is to a great extent a self-service operation, but the wide variety of services and materials offered by libraries require explanation and guidance. Graphic signs help users find their way to a particular book with minimal staff assistance. Lighting, furnishings and colors work together with graphics to assist patrons in differentiating among services. For graphics to work effectively they must be planned early in the design sequence to coordinate with furnishings, colors and especially lighting. The following guidelines should be helpful in planning graphics:

- Clear, professional signage should delineate each area and service desk. Area signs should be visible from the library entrance where possible, and should permit the user to orient themselves immediately on entry.
- There should be a library map at the entrance.
- A large LED/LCD panel mounted near the Service Desk is an attractive method to display changing information such as programs, book sales, lectures, etc.
- Visual cues like color coding are often more quickly read by those finding their way in new places.
- All stack areas should be clearly marked. Each stack should have its range displayed in large print on both end panels.
- Signage should complement the décor and be consistent throughout the building. ADA requires Braille.
- Library hours should be posted on the front door of the Library, directly where people entering the building will see it in their line of sight.
 - Exceptions to these hours such as special holiday schedules should also be posted here.

- In selecting size consider background and distance. One-inch high letters for every 50 feet of visibility would call for two-inch high letters on a sign designed to be seen 100 feet away.
- Consider how the sign compares with the background. A dark background sign with light white letters is easier to read and avoids the glare reflected from a light background.
- Use a simple, sans serif, familiar type style that is easily obtainable and easy to read, such as Helvetica.
- Graphics can be esthetically pleasing as well as functional, and should be designed to coordinate with the architecture and furnishings.
- Location, colors, furnishings, lighting and graphics can be helpful in affecting behavior and locating materials. They should all be coordinated at an early planning stage, not after construction is completed.
- Signs should use positive language. Avoid negative signs, especially large permanent ones that are difficult to enforce such as "No food in the library".
- Flyers, posters, maps and directories may be more useful than signs.
- Standard height center point is 54".
- Use capitals and lower case rather than all upper case.
- Never stack letters one on top of the other, i.e., place the word in a vertical fashion.
- Arrow panels used to indicate directions should be produced separately from letter panels so that letter panels can be changed without changing arrows.
- User categories such as teens or children should be identified and destinations charted in preparation for specifications. Plan by:
 - user category
 - user destination
 - traffic flow
 - decision points where patrons pause or turn.
- Projected signage using laser beams can be very effective in locating a library building during the evening.
- Signs located on the front of service desks become quickly invisible when library patrons are standing in front of the desk. Instead use signs raised above the desks.
- ADA requirements for type and placement of signs should be consulted.

p. Power and Data Communication Requirements

i. Electrical

1. General: specific electric needs are listed throughout the documents. These should be displayed on the electrical sheet. The electrical and data specialists must coordinate and overlay their work.
2. Install battery or atomic clocks in locations as specified in the equipment lists. The clocks must be easy to read and accessible for changing the time (if the clocks are not atomic).
3. Provide alternate bid for wiring for a public address system. It will be used to provide a channel for emergency messages or announcements and for clearing the

- building of users at the close of each day. Speakers should be located in all parts of the library with individual room controls; final decisions will be made in conjunction with library staff.
4. Wall outlets are appropriate when carefully planned around shelving and other furnishing layouts. Outlets away from wall and columns should be flush-floor mounted and capped. Floor monuments are not acceptable.
 5. Electrical and data outlets shall be integral to furniture wherever possible.
 6. Provide power by the front entry for a "people counter".
 7. Specific electric needs are listed in the Library Division Section under Electric.
- ii. Data Communication Requirements
1. General: a raised floor will be installed for greatest flexibility and adaptability. Data communications in a modern library are complex and integral to the services of the library. Care should be given now for building infrastructure that will withstand change and adaptability in an ever evolving digital world.
 2. A data communications consultant who specializes in libraries should be part of the architect's contract.
 3. A separate sheet showing data layout is required.
 4. The specialist will prepare the sheet detailing the data distribution system. This sheet must be harmonious with the electrical specifications.
 5. Ground all outlets.
 6. Provide a 20 amp circuit for every 4 PCs.
 7. Provide a separate 20-amp circuit for telecommunications equipment with separate duplex receptacles.
 8. Placement of electrical, data, and telephone outlets must be coordinated with the library's furniture schedule. This need should be stated on the building plans.
 9. The latest version of cabling is to be installed as a part of the construction contract.
 10. All conduits will be a minimum of $\frac{3}{4}$ " diameter or larger and allow for inclusion of additional expansion cables.
 11. Telecommunications closet
 - i. The Library's network administration experts are to be consulted during the design and implementation phase of this closet.
 - ii. An Uninterrupted Power Supply (UPS) system for the server will be installed in the telecommunications closet.
 - iii. A plywood backboard should be mounted for telecommunications equipment. After schematic design is complete the library will provide a diagram showing the method it prefers.
 - iv. Electrical should be at least one foot away from DMARC in the telecommunications closet.
 - v. The electric panel in the telecommunications closet shall include one (1) separate 110 circuit and a battery backup for the telephone system.
 - vi. Independent temperature and humidity controls will be installed for the telecommunications room to accommodate the heat load produced by technology hardware. Adequate ventilation and air circulation will also be taken into account.
 - vii. Install one voice line jack.
 12. Data and electrical lines are not to be placed in the same conduit.
 13. Data conduits are to be provided for multiple terminals on the main floor, computer and mobile device charging area, children's room, work room/employee area, Innovation Lab, service desk, self-check stations, copy center and meeting

rooms. Final placement will depend on furniture and equipment layout. When feasible a wireless system may be substituted as additional ports of access.

14. For all public terminals, cables and wires must be stored out of view.

iii. Telephone

The Architect and the Library shall jointly develop the library telephone system, citing specific needs at any service point.

q. Restrooms

- i. Restrooms shall be in clear view from the service desk on the main floor. There shall also be a family restroom provided in the Children's Room.
 1. Provide vandal-resistant material that repels graffiti.
 2. Specifications for paper products dispensers are to be approved by Library maintenance staff.
 3. Baby-changing stations shall be provided in all restrooms.
 4. Include floor drains in each restroom.
 5. Water fountains shall be installed outside each public restroom.
- ii. A staff restroom should be provided in the work room. A shower should be included.

r. Master List of Furniture and Equipment

To be developed jointly with the Library, Architect and Designer.

VI. Space Descriptions and Spatial Requirements

a. Library Division Square Foot Estimate

The buildable envelope will be 36,000 sq. ft. The building is planned at 30,000 sq. ft. on a single level.

b. Spatial Relationships for All Library Divisions

i. Bubble Diagram

NOT COMPLETED

c. Divisions, Spaces, and Adjacencies

i. Lobby

1. Lobby Contains:

- a. Café Cart
- b. Community Bulletin Boards
- c. Gallery Space for Art
- d. Display Cases
- e. Friends of the Library book sale

2. *Adjacency: Meeting Room*

3. *Adjacency: Self-Check Stations*

4. *Adjacency: Service Desk*

ii. Self-Check Stations

1. Number of Self-Check Stations: 2

2. Library Catalog Kiosk

3. *Adjacency: Service Desk*

4. *Adjacency: Holds Shelf*

5. *Adjacency: Lobby*

iii. Service Desk

1. *Adjacency: Self-Check Stations*

2. *Adjacency: Employee work room*

3. *Adjacency: Computers*

4. *Adjacency: Lobby*

5. *Adjacency: Copy Center*

- iv. Computers and Mobile Device Charging Area
 - 1. 20 Desktop computer stations
 - 2. 5, four-person outlet and USB charging table
 - 3. 5, two-person outlet and USB charging table
 - 4. 6 charging lounge chairs
 - 5. Library Catalog Kiosk (2)
 - 6. *Adjacency: Service Desk*
- v. Copy Center
 - 1. *Adjacency: Service Desk*
- vi. Teen Space
 - 1. Teen Space contains
 - a. Teen Reading Collection.
 - b. Comfortable seating that maximizes use, like carpeted bleachers.
 - c. Ample charging ports for mobile devices.
 - d. Library Catalog Kiosk
 - 2. Do not make adjacent to Children's Room.
- vii. Conference Room (Large)
 - 1. Seats 300 people
 - 2. *Adjacency: Lobby*
- viii. Study & Meeting Rooms
 - 1. Study/Meeting Room 1, seats 10 people
 - a. *Adjacency: Children's Room*
 - 2. Study/Meeting Room 2, seats 10 people
 - a. *Adjacency: Teen Zone*
 - 3. Study/Meeting Room 3, seats 10 people
 - a. *Adjacency: Teen Zone*
 - 4. Study/Meeting Room 4, seats 20 people
 - 5. Study/Meeting Room 5, seats 40 people
- ix. Quiet Room
 - 1. Seats 24
- x. Collections on main floor:
 - 1. Adult Reading (includes all genres, graphic novels, large print of all kinds, audiobooks)
 - 2. Nonfiction (includes Adult and teen nonfiction, as well as reference)
 - 3. Popular Materials (includes New & Now browsing, plus adult and teen media)
 - 4. World Languages (Spanish print and media for adults and teens; all other world language materials for adults)
 - 5. Library Catalog Kiosk

- xi. Children's Room.
 - 1. Children's Room Collection, which includes:
 - a. Ages 0-5
 - b. school age K-6th
 - c. homework center
 - d. parents' shelf
 - e. movies
 - f. music
 - g. Spanish and world languages
 - 2. Story Time Room, which includes:
 - a. Amphitheater type seating for up to 150 people
 - b. Storage for craft supplies, puppets, etc.
 - c. Storage for tables and chairs for up to 50 people (mix of adult and children's sizes)
 - 3. Early Learning Center, which includes:
 - a. Toys which encourage creative play and interactive dialogue between children and their caregivers, such as play kitchens dress up clothes, etc.
 - b. Soft furniture that encourages children to get cozy and read. The more creative, the better.
 - c. Books and resources that show caregivers how engaging children in creative play develops early literacy skills.
 - 4. Homework Center Seating
 - a. Five tables, each seating 4 children
 - 5. Library Catalog Kiosk
 - 6. Restrooms for Children Only
 - a. *Adjacency: Study/Meeting Room 1*
- xii. Innovation Lab
 - 1. Seats 10.
- xiii. Restrooms on main floor for everyone
- xiv. Staff Areas
 - 1. Work Room
 - 2. Librarian's Office
 - 3. Staff Lounge
 - 4. Staff Restroom
 - 5. Storage Room

VII. Summary of Facility Space Requirements

a. Project Cost Estimate

NOT COMPLETED

VIII. Appendices

APPENDIX A: Library Mission, Vision, Values and Strategic Directions



Library Mission, Vision & Values

MISSION

Our mission reflects the commitment we are making to the community.

WE ENRICH LIVES AND BUILD COMMUNITY.

VISION

Our vision articulates what success will look like in the future.

A LIBRARY CARD IN EVERY HAND.

VALUES

Our values direct us in our service to the community and interaction with one another.

SERVICE

Making our customers top priority and offering resources for and to everyone.

COMMUNITY

Providing opportunities for people to meet, exchange ideas, collaborate and engage in the life of their community.

RESPECT

Honoring diversity and individual perspectives.

INSPIRATION

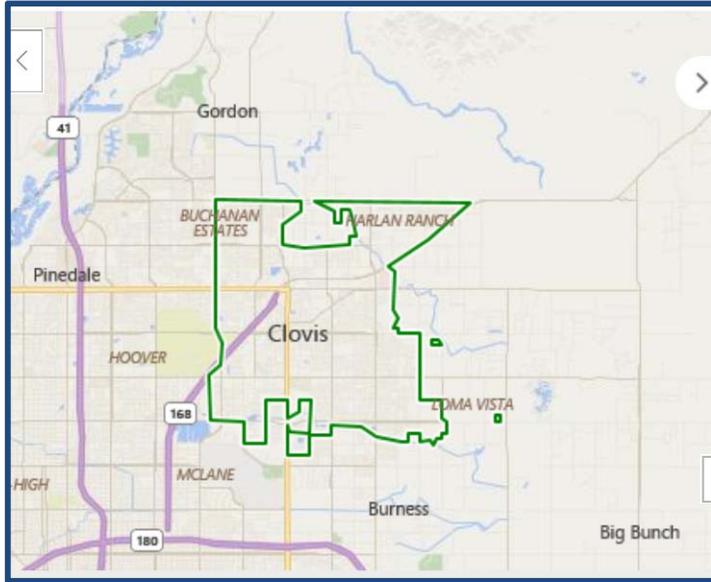
Inviting the discovery of ideas and learning in all forms.



Strategic Directions

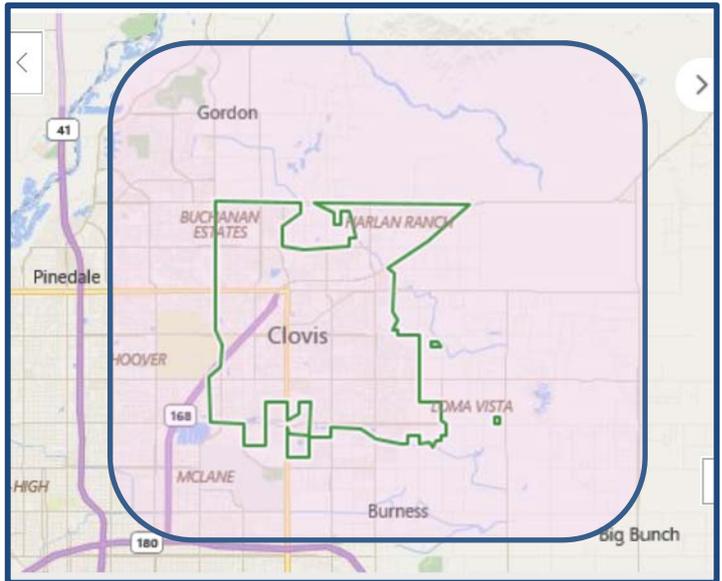
- I. Support educational and learning opportunities. .
- II. Foster community connections.
- III. Expand and integrate technology.
- IV. Increase public awareness and support.
- V. Improve our organizational culture.
- VI. Provide a welcoming and safe environment.

APPENDIX B: Service Area Map

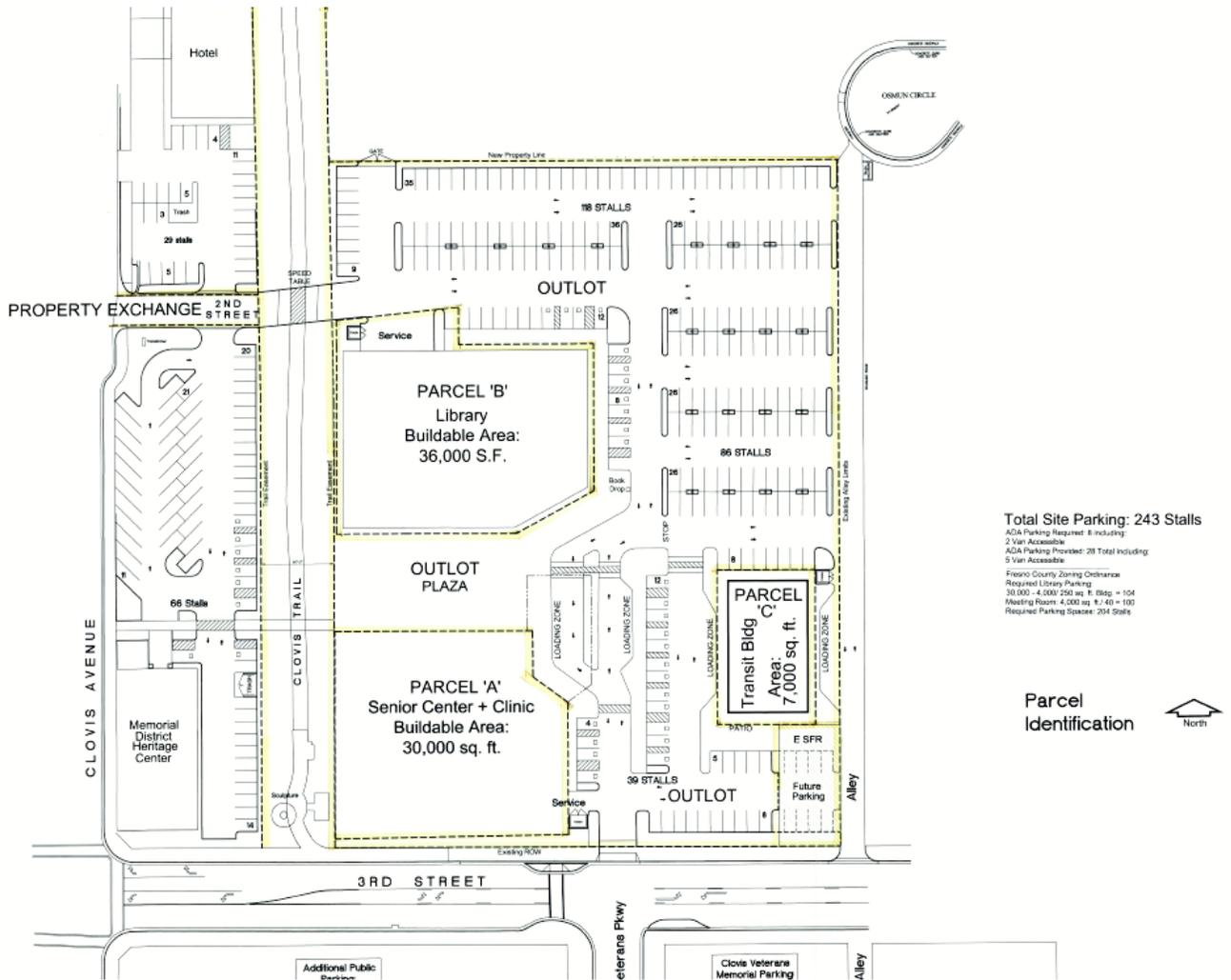


Primary Service Area

Regional Service Area



APPENDIX C: Area Map of Proposed Site



Total Site Parking: 243 Stalls
 ADA Parking Required: 8 including:
 2 Van Accessible
 ADA Parking Provided: 28 Total including:
 5 Van Accessible
 Fresno County Zoning Ordinance
 Required Library Parking
 30,000 - 4,000 250 sq. ft. 100p = 104
 Meeting Rooms: 4,000 sq. ft. 140 = 100
 Required Parking Spaces: 204 Stalls

Parcel Identification 

APPENDIX D: Aerial Photos of Proposed Site



APPENDIX E: Shelving Plan



Appendix E: Clovis Library Shelving Plan



Location	Collection Type	Items Owned	Adjust for relative circulation	Increase 5% some collections	% on shelf	Volumes on Shelf	Shelf Type	Item/ Lin Ft	Lin Ft Needed
Popular Browsing Area									
New & Now	Fc New & Now - Print	572	1,144	1,201	0.70	841 + base	66" / 4, 10" shelves	8	105.1
	Fc New & Now - Video	641	1,282	1,346	0.70	942 media unit		25	37.7
TOTAL		1,213	2,426	2,547		1,783		33	142.8
DVDs (Adult & Teen)	Fc Adult Eng DVD Biography	57	57	60	0.70	42 media		25	1.7
	Fc Adult Eng DVD, Non-Fic	1,211	1,211	1,272	0.70	890 media		25	35.6
	Fc Adult Eng DVD Fic	4,448	13,344	14,011	0.70	9,808 media		25	392.3
	Fc Adult Eng Blu-Ray	87	87	91	0.70	64 media		25	2.6
	Fc Adult Eng Blu-Ray & DVD Combo	45	45	47	0.70	33 media		30	1.1
	Fc Teen DVD Non Fic	23	23	24	0.70	17 media		25	0.7
	Fc Teen DVD Fic	233	233	245	0.70	171 media		25	6.9
TOTAL		6,104	15,000	15,750	0.70	11,025			440.8
Music	Fc Adult CD Music-sacred	375	375	375	0.70	263 media		30	8.8
	Fc Adult CD Music-blues	68	68	68	0.70	48 media		30	1.6
	Fc Adult CD Music-classical	188	188	188	0.70	132 media		30	4.4
	Fc Adult CD Music-easy Listen	74	74	74	0.70	52 media		30	1.7
	Fc Adult CD Music-folk	108	108	108	0.70	76 media		30	2.5
	Fc Adult CD Music-R&B	130	130	130	0.70	91 media		30	3.0
	Fc Adult CD Music-jazz	192	192	192	0.70	134 media		30	4.5
	Fc Adult CD - Spoken Word	60	60	60	0.70	42 media		30	1.4
	Fc Adult CD Music-latin	162	162	162	0.70	113 media		30	3.8
	Fc Adult CD Music-musicals	52	52	52	0.70	36 media		30	1.2
	Fc Adult CD Music-new age	48	48	48	0.70	34 media		30	1.1
	Fc Adult CD Music-rap	117	117	117	0.70	82 media		30	2.7
	Fc Adult CD Music-Rock & Pop	1,687	1,687	1,687	0.70	1,181 media		30	39.4
	Fc Adult CD Music-seasonal	169	169	169	0.70	118 media		30	3.9
Fc Adult CD Music-soundtrack	222	222	222	0.70	155 media		30	5.2	

	Fc Adult CD Music-country	323	323	323	0.70	226 media	30	7.5
	Fc Adult CD Music-world	198	198	198	0.70	139 media	30	4.6
	Fc Adult CD Miscellaneous	7	7	7	0.70	5 media	30	0.2
TOTAL		4,180	4,180	4,180	0.70	2,926		97.5

Non-Fiction

Non-Fiction (Adult & Teen)	Fc Adult, Eng Biography	1,113	1,113	1,113	0.70	779 + base 78" / 5, 12" shelves	10	77.9
	Fc Adult, Eng Non-fic	14,077	11,965	12,669	0.70	8,868 + base 78" / 5, 12" shelves	10	886.8
	Fc Adult, College & Career	281	281	281	0.70	197 + base 78" / 5, 12" shelves	10	19.7
	Fc Adult Folio / Oversized	57	57	57	0.70	40 + base 78" / 5, 12" shelves	6	6.7
	Fc Teen, Eng Non-fic	1,167	1,167	1,167	0.70	817 + base 66" / 4, 12" shelves	14	58.4
	Fc Teen, Eng Biography	115	115	115	0.70	81 + base 66" / 4, 12" shelves	14	5.8
	Fc Ref Open Shelves	459	459	459	1.00	459 + base 66" / 4, 12" shelves	6	76.5
	TOTAL	17,269	15,157	15,861	0.70	11,103		1131.7

Adult Reading

All genres, large print, graphic novels, and audiobooks	Fc Adult, Eng Fic	7,739	7,352	6,965	0.70	4,876 + base 78" / 5, 10" shelves	8	609.4
	Fc Adult, Eng Graphic Novel	697	697	697	0.70	488 + base 78" / 5, 10" shelves	14	34.9
	Fc Adult, Eng Sci-fi	1,304	1,304	1,304	0.70	913 + base 78" / 5, 10" shelves	10	91.3
	Fc Adult, Eng Western	717	717	717	0.70	502 + base 78" / 5, 10" shelves	12	41.8
	Fc Large Print, Eng Biography	64	64	64	0.70	45 + base 78" / 5, 10" shelves	8	5.6
	Fc Large Print, Eng Fic	1,775	1,775	1,775	0.70	1,243 + base 78" / 5, 10" shelves	8	155.3
	Fc Large Print, Eng Non-fic	203	203	203	0.70	142 + base 78" / 5, 10" shelves	8	17.8

	Fc Adult, Eng Mystery	2,641	2,509	2,377	0.70	78" / 5, 10" shelves 1,664 + base	8	208.0
	Fc Adult Eng Book On CD, Biography	22	22	22	0.70	78" / 5, 10" shelves 15 + base	8	1.9
	Fc Adult Eng Book On CD, Fic	1,794	1,794	1,794	0.70	78" / 5, 10" shelves 1,256 + base	8	157.0
	Fc Adult Eng Book On CD, Non-Fic	353	353	353	0.70	78" / 5, 10" shelves 247 + base	8	30.9
TOTAL		17,309	16,790	16,271	0.70	11,390		1353.8

Teen Reading

Fiction, graphic novels, audiobooks, magazines

	Fc Teen, Eng Fiction	3,264	3,101	2,938	0.70	66" / 4, 10" shelves 2,057 + base	12	171.4
	Fc Teen, Eng Graphic Novel	1,636	1,636	1,718	0.70	66" / 4, 10" shelves 1,202 + base	14	85.9
	Fc Teen Books on CD	216	216	216	0.70	66" / 4, 10" shelves 151 + base	8	18.9
	Fc Teen Periodical Circ	3	3	5	1.00	66" / 2 slanted shelves hinged w/ flat shelf 5 below for back issues	1	5.0
TOTAL		5,119	4,956	4,877		3,415		281.2

Adult Magazines

Quiet Room	Fc Adult Periodical Circ	33	33	35	1.00	66" / 2 slanted shelves hinged w/ flat shelf 35 below for back issues	1	35.0
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World Languages

World Language, Print, Adult (Non-Spanish)

	Fc Adult, Armenian Non-Fic	3	3	3	0.70	78" / 5, 10" shelves 2 + base	12	0.2
	Fc Adult, Chinese Biography	7	7	7	0.70	78" / 5, 10" shelves 5 + base	12	0.4
	Fc Adult, Chinese Fic	81	81	81	0.70	78" / 5, 12" shelves 57 + base	12	4.7
	Fc Adult, Chinese Non-fic	107	107	107	0.70	78" / 5, 12" shelves 75 + base	12	6.2
	Fc Adult, Japanese Fic	43	43	43	0.70	78" / 5, 12" shelves 30 + base	12	2.5

Fc Adult, Japanese Non-fic	19	19	19	0.70	78" / 5, 12" shelves 13 + base	12	1.1
Fc Adult, Khmer Non-fic	1	1	1	0.70	78" / 5, 12" shelves 1 + base	12	0.1
Fc Adult, Hmong Non-fic	6	6	6	0.70	78" / 5, 12" shelves 4 + base	12	0.4
Fc Adult, Korean Non-fic	18	18	18	0.70	78" / 5, 12" shelves 13 + base	12	1.1
Fc Adult, Panjabi Biography	6	6	6	0.70	78" / 5, 12" shelves 4 + base	12	0.4
Fc Adult, Panjabi Non-fic	37	37	37	0.70	78" / 5, 12" shelves 26 + base	12	2.2
Fc Adult, Panjabi Fic	35	35	35	0.70	78" / 5, 12" shelves 25 + base	12	2.0
Fc Adult, Gujarati Non-Fic	1	1	1	0.70	78" / 5, 12" shelves 1 + base	12	0.1
Fc Adult, Russian Biography	3	3	3	0.70	78" / 5, 12" shelves 2 + base	12	0.2
Fc Adult, Russian Fic	18	18	18	0.70	78" / 5, 12" shelves 13 + base	12	1.1
Fc Adult, Russian Non-Fic	14	14	14	0.70	78" / 5, 12" shelves 10 + base	12	0.8
Fc Adult, Vietnamese Non-fic	10	10	10	0.70	78" / 5, 12" shelves 7 + base	12	0.6
Fc Adult, Persian Fic	42	42	42	0.70	78" / 5, 12" shelves 29 + base	12	2.5
Fc Adult, Persian Non-Fic	83	83	83	0.70	78" / 5, 12" shelves 58 + base	12	4.8
Fc Adult World Lang Print Fic	21	21	21	0.70	78" / 5, 12" shelves 15 + base	12	1.2
Fc Adult World Lang Print NF	7	7	7	0.70	78" / 5, 12" shelves 5 + base	12	0.4
TOTAL	562	562	562		393		32.8
Spanish Collection							
(Adult & Teen, Print & Audiobook)							
Fc Adult, Spa Biography	27	27	27	0.70	78" / 5, 12" shelves 19 + base	12	1.6
Fc Adult, Spa Fic	263	263	263	0.70	78" / 5, 12" shelves 184 + base	12	15.3
Fc Adult, Spa Non-fic	5	5	5	0.70	78" / 5, 12" shelves 4 + base	12	0.3

	Fc Teen, Spa Biography	5	5	5	0.70	78" / 5, 12" shelves 4 + base	12	0.3
	Fc Teen, Spa Fiction	59	59	59	0.70	78" / 5, 12" shelves 41 + base	12	3.4
	Fc Teen, Spa Graphic Novel	2	2	2	0.70	78" / 5, 12" shelves 1 + base	14	0.1
	Fc Teen, Spa Non-fic	266	266	266	0.70	78" / 5, 12" shelves 186 + base	12	15.5
	Fc Adult Spa Book on CD, Fic	10	10	10	0.70	78" / 5, 12" shelves 7 + base	8	0.9
	Fc Adult Spa Book on CD, Non-Fic	13	13	13	0.70	78" / 5, 12" shelves 9 + base	8	1.1
	FC Adult Spa Media Kit	32	32	32	0.70	78" / 5, 12" shelves 22 + base	10	2.2
TOTAL		682	682	682	0.70	477		40.8
World Languages DVDs	Fc Adult Chinese DVD	19	19	19	0.70	13 media	25	0.5
	Fc Adult Hindi DVD	70	70	70	0.70	49 media	25	2.0
	Fc Adult Panjabi DVD	9	9	9	0.70	6 media	25	0.3
	FC Adult Spa DVD Non Fic	29	29	29	0.70	20 media	25	0.8
	FC Adult Spa DVD Fic	112	112	112	0.70	78 media	25	3.1
	Fc Adult Persian DVD	25	25	25	0.70	18 media	25	0.7
	Fc Adult, World Lang DVD Non Fic	21	21	21	0.70	15 media	25	0.6
	Fc Adult, World Language DVD	328	328	328	0.70	230 media	25	9.2
TOTAL		613	613	613	0.70	429		17.2
Children's Room								
0-5								
Children's	Fc Child, Eng Boardbk	663	1,326	1,392	0.70	975 Toddler-Safe Bin 42" / 2, 10" slot shelves + base & canopy	20	48.7
	Fc Child, Eng IBT	2,003	4,006	4,206	0.70	2,944 42" / 2, 10" slot shelves + base & canopy	16	184.0
	Fc Child, Eng I Can Read	1,528	4,584	4,813	0.70	3,369 42" / 2, 12" shelves + base & canopy	20	168.5
	Fc Child, Eng Picbk	4,148	8,296	8,711	0.70	6,098	20	304.9
TOTAL		8,342	18,212	19,123	0.70	13,386		706.1

School Age (K-6th)

Children's	Fc Child, Eng Biography	866	866	909	0.70	42" / 2, 12" shelves 637 + base & canopy	14	45.5
	Fc Child, Eng Fiction	4,699	4,699	4,934	0.70	42" / 2, 10" shelves 3,454 + base & canopy	12	287.8
	Fc Child, Eng Graphic Novel	604	604	664	0.70	42" / 2, 10" shelves 465 + base & canopy	14	33.2
	Fc Child Book on CD	548	548	575	0.70	42" / 2, 10" shelves 403 + base & canopy	8	50.3
	Fc Child, Eng Non-fic	5,131	5,131	5,388	0.70	42" / 2, 12" shelves 3,771 + base & canopy	14	269.4
TOTAL		11,848	11,848	12,471	0.70	8,729		686.2

Homework Center

Children's	Fc Homework Center, Spa	2	2	2	0.70	42" / 2, 12" shelves 1 + base & canopy	14	0.1
	Fc Child, Eng Reference	58	58	58	1.00	66" / 4, 12" shelves 58 + base	6	9.7
	Fc Homework Center, Eng	106	106	106	0.70	42" / 2, 12" shelves 74 + base & canopy	14	5.3
TOTAL		166	166	166	0.70	116		15.1

Parents' Shelf

Children's	Fc Child Parent's Shelf	401	401	481	0.70	42" / 2, 12" shelves 337 + base & canopy	12	28.1
	Fc Child Parent's Shelf AV	40	40	48	0.70	34 media unit	25	1.3
TOTAL		441	441	529	0.70	370		29.4

Movies

Children's	Fc Child, Eng DVD Biography	9	9	9	0.70	7 media unit	25	0.3
	Fc Child, Eng DVD Non Fic	93	93	98	0.70	68 media unit	25	2.7
	Fc Child, Eng DVD Fic	1,164	4,656	4,889	0.70	3,422 media unit	25	136.9
	Fc Child Eng Blu-Ray	32	32	34	0.70	24 media unit	25	0.9
	Fc Child Eng Blu-Ray DVD Combo	29	29	30	0.70	21 media unit	25	0.9
TOTAL		1,327	4,819	5,060	0.70	3,542		141.7

Music

Children's	Fc Child CD Music	466	466	466	0.70	326 media unit	25	13.0
TOTAL		466	466	466	0.70	326		13.0

Magazines

Children's	Fc Child Periodical Circ	10	12	12	1.00	42" / 2 slanted shelves hinged w/ flat shelf below for back issues	1	12.0
TOTAL		10	12	12	1.00	12		12.0

Spanish & World Languages

Children's	Fc Child Spa Read-along	5	5	5	0.70	42" / 2, 12" shelves 4 + base & canopy	14	0.3
	Fc Child Spa Book on CD	1	1	1	0.70	42" / 2, 10" shelves 1 + base & canopy	8	0.1
	Fc Child Spa Boardbook	66	66	66	0.70	46 bin	20	2.3
	Fc Child Spa Biography	12	12	12	0.70	42" / 2, 12" shelves 8 + base & canopy	14	0.6
	Fc Child Spa Fiction	73	73	73	0.70	42" / 2, 10" shelves 51 + base & canopy	12	4.3
	Fc Child, Spa Graphic Novel	1	1	1	0.70	42" / 2, 10" shelves 1 + base & canopy	16	0.0
	Fc Child Spa IBT	34	34	34	0.70	42" / 2, 10" shelves 24 + base & canopy	16	1.5
	Fc Child Spa I Can Read	61	61	61	0.70	42" / 2, 10" shelves 43 + base & canopy	20	2.1
	Fc Child Spa Non-fic	101	101	101	0.70	42" / 2, 12" shelves 71 + base & canopy	14	5.1
	Fc Child Spa Picbk	255	255	255	0.70	42" / 2, 12" shelves 179 + base & canopy	20	8.9
	Fc Child World Lang Print Fic	88	88	88	0.70	42" / 2, 10" shelves 62 + base & canopy	12	5.1
	Fc Child World Lang Print NF	37	37	37	0.70	42" / 2, 12" shelves 26 + base & canopy	14	1.9
	Fc Child Spa CD Music	6	6	6	0.70	4 media	25	0.2
	Fc Child, Spa DVD	22	22	22	0.70	15 media	20	0.8
	Fc Child, World Language DVD	9	9	9	0.70	6 media	20	0.3
TOTAL		771	771	771	0.70	540		33.4

Other

Children's Librarian/Work Room (for employee-only area)	Fc Child Eng Story Collection	397	397	476	1.00	42" / 2, 12" shelves 476 + base & canopy	20	23.8
		397	397	476		476	20	23.8
TOTAL		397	397	476		476	20	23.8

Discontinued Collections	Fc Video Game Sony Playstation Vita	11	0	0	0.70	0		
	Fc Video Game Nintendo DS	46	0	0	0.70	0		
	Fc Video Game Sony Playstation 3	67	0	0	0.70	0		
	Fc Video Game Sony Playstation 4	8	0	0	0.70	0		
	Fc Video Game Nintendo 3DS	90	0	0	0.70	0		

Fc Video Game Nintendo Wii U	90	0	0	0.70	0	
Fc Video Game Nintendo Wii	80	0	0	0.70	0	N/A
Fc Video Game Microsoft X-Box One	7	0	0	0.70	0	(Discontinued collections; whatever is left of the
Fc Video Game Microsoft X-Box 360	56	0	0	0.70	0	video games when the new building opens will
Fc Child Video Game	4	0	0	0.70	0	be shelved with the DVDs. The readalongs and
Fc Teen Video Game	6	0	0	0.70	0	book-on-media-players will be weeded.)
Fc Child Eng Read-along	90	0	0	0.70	0	
Fc Adult Book on Media Player	39	0	0	0.70	0	
Fc Teen Book on Media Player	55	0	0	0.70	0	
Fc Children's Book on Media Player	39	0	0	0.70	0	
TOTAL	688	0	0	0.70	0	



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN WHITE, DIRECTOR

PROJECT DESIGN AND CONSTRUCTION STANDARDS

Revised November 14, 2016

GENERAL NOTE: The County's goal is to exceed the energy code requirements by 25%. The County may participate with consultants in energy efficient programs in order to meet this goal.

Division 03: CONCRETE

Section 03 30 00 - Cast-in-Place Concrete

Interior concrete slabs shall have a minimum compressive strength of 4,000 p.s.i. with a maximum water-cement ratio of 0.45. All other site concrete and footings shall have a minimum compressive strength of 3,000 p.s.i. with a maximum water-cement ratio of 0.60.

Spacing of exterior walkway expansion joints shall not exceed 30 feet. Tooled control joints shall not be spaced more than 10 feet apart and shall have a maximum ratio of 3:1. Expansion joints in slabs shall be placed so cracking will be minimized.

In no case shall spacing for saw cut joints exceed 12 feet in any direction for interior slabs. Use control joints only where needed for movement control or where separate pours occur. Joints shall be placed at all objects that may increase the potential for cracking.

Division 04: MASONRY

Section 04 20 00 - Unit Masonry (Reinforced System)

Concrete masonry units shall conform to ASTM C-90, lightweight aggregates.

Division 05: METALS

Section 05 52 13- Pipe and Tube Railings

All handrails and railings shall be fabricated from galvanized or stainless steel schedule 40 pipe. The span between vertical supports shall not exceed 7'-0" and radius bends shall be pre-formed.

Division 06: WOOD, PLASTICS, AND COMPOSITES

Section 06 16 00 - Sheathing

Roof sheathing shall be at least 5/8" thick over supports that do not exceed 24" o.c.

Roofs covered with low slope roofing material shall be sloped at least 1" per foot.
Roofs covered with high slope roofing material shall be sloped at least 3" per foot.

Section 06 48 00- Wood Frames

Treated wood shall not be left exposed. It shall be encapsulated in a material that will not peel or is not easily pried away.

Division 07: THERMAL AND MOISTURE PROTECTION

Section 07 31 13 - Asphalt Shingles

Underlayment:

40# fiberglass SBS underlayment complying with ASTM D226, type II and ASTM D4601, type I or II.

Preferred Manufacturers and Products

1. Malarkey: Right Start UDL
2. MB Technology: LF40
3. County approved substitution.

Fiberglass roofing shingles:

30 year (minimum) shingle.

Must meet Title 24, Part 6 standards for cool roofs.

Installation shall meet or exceed UL Type I wind resistance requirements.

2 year contractor's warranty on installation.

Total installed system shall be designed for at least a 30-year life, including flashing, as per SMACNA.

Preferred Manufacturers and Products

1. New Construction
Malarkey Ecoasis SBS rubber modified shingles with 15 year NDL warranty.
or County approved substitution.
2. Reroofing
Malarkey Ecoasis SBS rubber modified shingles.
or County approved substitution.

Section 07 51 13 - Built-Up Asphalt Roofing

Base Bid Requirements:

5 ply (minimum) built-up fiberglass roof with mineral surface cap sheet over 2 layers of insulation board (1/2" fiberboard (R1.3)) over roof deck that has had the existing roofing removed. Type III or IV asphalt or cold adhesive (as applicable), depending upon manufacturer's requirements, owner's requirements, or conditions. Torch applications are prohibited. Minimum 1:12 roof slope with Class A rated assembly. Installer shall be certified by the manufacturer for installation of the roofing system

prior to submitting bid. Installer certification shall be submitted with bid. All installed products shall be part of a manufacturer's approved roof system and meet CEC Title 24 cool roof requirements. Provide a 2 year contractor's warranty on installation and a 10 year manufacturer's warranty on installed system, no dollar limit, with an additional 10 years at the County's option (with the knowledge that the manufacturer may require repairs prior to the County exercising the option). Design total system for a 20 year minimum life. Roofing subcontractor shall coordinate actual details and materials with roofing manufacturer to comply with roofing manufacturer's requirements for the specified warranty at no additional cost to the County. Provide walkway pads around all roof-mounted equipment.

Alternate Bid Requirements:

3 ply (minimum) and 200lbs/sq minimum built-up SBS Modified fiberglass roof with mineral surface cap sheet over 2 layers of insulation board (1/2" fiberboard (R1.3)) over roof deck that has had the existing roofing removed. Type III or IV asphalt or cold adhesive (as applicable), depending upon manufacturer's requirements, owner's requirements, or conditions. Torch applications are prohibited. Minimum 1:12 roof slope with Class A rated assembly. Installer shall be certified by the manufacturer for installation of the roofing system prior to submitting bid. Installer certification shall be submitted with bid. All installed products shall be part of a manufacturer's approved roof system and meet CEC Title 24 cool roof requirements. Provide a 2 year contractor's warranty on installation and a 15 year manufacturer's warranty on installed system, no dollar limit, with an additional 15 years at the County's option (with the knowledge that the manufacturer may require repairs prior to the County exercising the option). Design total system for a 30 year minimum life. Roofing subcontractor shall coordinate actual details and materials with roofing manufacturer to comply with roofing manufacturer's requirements for the specified warranty at no additional cost to the County. Provide walkway pads around all roof-mounted equipment.

Acceptable manufacturers and systems include:

Manufacturer	Base Bid System	Alternate Bid System
Malarkey	M5-BIA	M3-BBH
Johns Manville		
GAF		
MB Technology		
Tremco		

or County approved substitution.

Please note that a pre-roofing inspection with the Roofing Contractor, County's Representative, and Roof Manufacturer Representative shall be mandatory. Work shall not begin until the roofing contractor determines the deck is acceptable for the installation of the new roofing system.

Section 07 62 00 - Sheet Metal Flashing and Trim

Flashing and sheet metal design and installation shall be as recommended by the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Architectural Sheet Metal Manual, National Roofing Contractors Association (NRCA), and 'Standard Practices for: Stainless Steel Roofing, Flashing, Copings' as published by the Specialty Steel Industry of North America, Washington D. C., 202/342-8630 in addition to other appropriate reference standards. Design for a

40-year minimum serviceable life for flashing and sheet metal in accordance with the SMACNA manual. Per CBC Section 1504.5, ensure all roof edging meets the requirements of ANSI/SPRI ES-1. Pitch pans are prohibited. The designer is responsible for a watertight system that allows for easy replacement of roofing membranes without destruction of the flashing system.

GUTTERS AND DOWNSPOUTS

Use ladder brackets to protect gutters. Gutters and downspouts shall be continuous.

Downspouts shall be located so they do not drain onto or over sidewalks. Surface-mounted downspouts shall be designed to prevent people from climbing up them.

Division 08: OPENINGS

Section 08 71 00 - Door Hardware

ITEM	MANUFACTURER / MODEL	REMARKS
Exit Devices	VonDuprin 33 or 99 Series, allen-type dogging, 626. Provide pull/latch protector specified below.	Precision Apex series is an acceptable alternate.
Cylinder	Schlage 23-030 FSIC	21-030 standard is an acceptable alternate
Lockset (interior doors)	Schlage AL series	Schlage ND series is an acceptable alternate
Lockset (exterior pedestrian doors)	Utilize Exit Device (above)	
Lockset (exterior non-pedestrian doors)	Schlage AL Series	Schlage ND Series is an acceptable alternate
Door Holders	Trimco 1254-626 or 1260W-626.	Install at top of door.
Deadbolts (restrooms)	Schlage B600 series	Schlage B500 series is an acceptable alternate
Door Closer	Norton 8000 Series Jackson concealed overhead	Finish: Aluminum
Hinges (exterior doors)	Roton 780-112H	Exterior, and medium and high frequency interior doors.
Hinges (interior doors)	Hager BB1279 or approved substitution	Low frequency doors only.
Center Mullions	Install on <u>all</u> double doors.	Verify with Project Manager mullions that are to be removable.
Exterior Door Pulls / Strike Protector (anti-vandal trim)	Trimco 1096HA or 1097HA, 630	Select appropriate model for installation.

Section 08 80 00 - Glazing

Clear glass: Double strength clear glass
Safety glass: Laminated, filmed, or tempered Clear
Tinted glass: Graylite II by PPG Industries or a County approved substitution

Division 09: FINISHES

Section 09 51 13 – Acoustical Panel Ceilings

Grid: Chicago Metallic 1200 System or Fire Front 1250 System components.
Panels: Armstrong Minaboard 'Cortega Second Look', #2765 or #2767 (24" x 48" x 3/4") or Armstrong Minaboard 'Fissured,' #755B (24" x 48" x 5/8") are preferred.

Section 09 68 13 - Tile Carpeting/Section 09 68 16 – Sheet Carpeting

All carpet shall meet the following:

CONSTRUCTION

- 20# tuft bind.
- 10-year minimum edge ravel guarantee.
- Lifetime delamination guarantee.
- 10 year minimum wear warranty.
- Static protection ≤ 3.5 kV.

FIBERS

- Invista Antron Legacy
- Invista Antron Lumena
- Lee's Duracolor

MANUFACTURERS

- Tandus
- Mohawk Commercial Carpet

Section 09 91 00 - Painting

All painted surfaces shall be eggshell or semigloss.

EXTERIOR FINISH SYSTEMS

SURFACE	COAT	FINISH MATERIAL	SHEEN
Concrete (opaque finish) (vertical surface)	First coat	Latex block filler	n/a
	Second coat	100% acrylic	eggshell
	Third coat	100% acrylic	eggshell
Masonry	First coat	Latex block filler	n/a
	Second coat	100% acrylic	eggshell
	Third coat	100% acrylic	eggshell
Galvanized Metal	Etching	Metal etching	n/a
	First coat	Zinsser bin primer	n/a

SURFACE	COAT	FINISH MATERIAL	SHEEN
	Second coat	Quick dry alkyd	semi-gloss
	Third coat	Quick dry alkyd	semi-gloss
Steel (windows, poles, doors)	Etching	Metal etching	n/a
Steel (windows, poles, doors)	First coat	Zinsser bin primer	n/a
	Second coat	Quick dry alkyd	semi-gloss
	Third coat	Quick dry alkyd	semi-gloss
Stucco	First coat	100% acrylic stucco primer	n/a
	Second coat	100% acrylic	eggshell
	Third coat	100% acrylic	eggshell
Wood (trim, doors, windows)	First coat	Alkyd busan primer	n/a
	Second coat	100% Acrylic	semi-gloss
	Third coat	100% Acrylic	semi-gloss
Plywood Siding	First coat	Alkyd busan primer	n/a
	Second coat	100% Acrylic	eggshell
	Third coat	100% Acrylic	eggshell

Division 10: SPECIALTIES

Section 10 21 13 - Toilet Compartments

Preferred manufacturers include: LamTech, Scranton Products, ASI Global Partitions, or County approved substitution.

Provide floor-mounted overhead braced High-Density Polyethylene (HDPE) toilet compartments. Minimum 1” thick panels. Color and finish as selected by County.

Unless otherwise approved by the Project Manager, the following toilet partition accessories shall be provided in the corresponding material:

Pilaster Shoes (toilet partitions and urinal screens): Type 304 stainless steel

Head Rail: Manufacturer’s anodize aluminum with anti-grip device

Urinal Screen Brackets: Full height 47” continuous Type 304 stainless steel

Partition Door Hinge: 8” wrap around aluminum hinge or continuous 14 gauge Type 304 stainless steel self-closing hinge

Strike and Keeper: Type 304 stainless steel and must permit emergency access by lifting the door until latch is clear of keeper

All other hardware and fasteners shall be type 304 stainless steel unless otherwise approved by Project Manager.

Section 10 28 00 – Toilet, Bath, and Laundry Accessories

Toilet Paper Dispenser: fixture provided by County, installed by contractor.

Soap Dispenser: fixture provided by County, installed by contractor.

Seat Cover Dispenser: fixture provided by County, installed by contractor.

Sanitary Napkin Dispenser: fixture provided by County, installed by contractor.

Paper Towel Dispenser: fixture provided by County, installed by contractor.

Coat Hook: provided and installed by contractor. (Trimco 3071-SS or owner approved substitution)

Waste Basket: provided and installed by contractor.

In public restrooms located in jails and other areas of high vandalism, consider using toilet accessories by Vandal Stop Products.

Section 10 75 00 - Flagpoles

Aluminum poles with internal halyard. Confirm with project manager if a flagpole is required.

Division 11: EQUIPMENT

As required per each project

Division 12: FURNISHINGS

Section 12 93 00 - Site Furnishings

Freestanding picnic tables shall be manufactured of pre-cast, integrally colored, reinforced concrete. The picnic table, benches and supports shall be formed as single, solid unit. The tabletop shall be 30" wide (minimum) x 92" long x 4" thick. The surface of the tabletop shall be 32" above finish grade. Benches shall be 11" wide (minimum) x 92" (minimum) long x 4" thick with the top surface placed 18" above the finish grade. Concrete shall attain a minimum compressive strength of 5,000 p.s.i. at 28 days with a maximum aggregate size of 3/4". Formed surfaces shall be smooth and true. All corners shall be rounded. Minimum weight of the assembly shall be at least 2,450 lbs. Integral concrete color shall be pure mineral oxides, as selected by the County. The picnic table shall have an acrylic graffiti-resistant sealer applied to all exposed surfaces. Acceptable manufacturers: Outdoor Creations, Inc., 2270 Barney Street, Anderson, CA 96007 or County approved substitution.

Division 13: SPECIAL CONSTRUCTION

As required per each project.

Division 14: CONVEYING EQUIPMENT

As required per each project.

Division 21: FIRE SUPPRESSION

Section 21 13 13 – Wet-Pipe Sprinkler System

All county buildings are required to have automatic fire sprinklers installed.

Division 22: PLUMBING

Pop off relief valves shall be plumbed to the exterior of the building and away from pedestrian areas for relief.

Evaporative cooler piping design shall allow for drainage of the supply line for winterizing.

Trap primers for floor drains shall be installed with a double union and have an access door for service. Shut off valves shall be provided at the inlet on the supply side.

PLUMBING FIXTURES

Toilets: American Standard or Eljer, floor mounted, elongated fixtures.

Urinals: American Standard or Eljer, wall hung.

Flush Valves: Sloan Royal or Zurn.

Bathroom sinks: American Standard or Eljer, with carrier arms.

Sink faucets: Chicago Faucet. Breakroom = 430-ABCP. Restrooms =#333-665.

Drinking fountain, exterior: Haws, model 1409, wall-mounted, sand strainer. Haws ADA Model 1441

Drinking fountain, accessible: Haws, Model 3380, Pedestal drinking fountain.

Shower mixing valves: Powers.

Shower valves: Acorn

Section 22 07 19 – Plumbing Piping Insulation

All water lines in attic spaces (hot and cold) shall be insulated with closed-cell foam, jacketed.

Section 22 11 13 – Facility Water Distribution Piping

LOCATE TAPE:

Provide #10 copper wire over all underground utilities.

All Reduced Pressure Prevention (R.P.P.) devices shall be 'Febco'. A clear path of access shall be provided, and a clear area of at least 3 feet shall be maintained around all sides of R.P.P. devices. Assemblies up to and including 2 inch shall have unions on each side.

Provide bollards/traffic protection when adjacent to street. A vandal resistant enclosure shall be provided for devices 2” and smaller.

COPPER PIPING:

When copper is specified, it shall be Type 'L' hard copper. All stub outs shall be made with wing 90° elbows and threaded brass nipples.

WATER SHUT OFF VALVES:

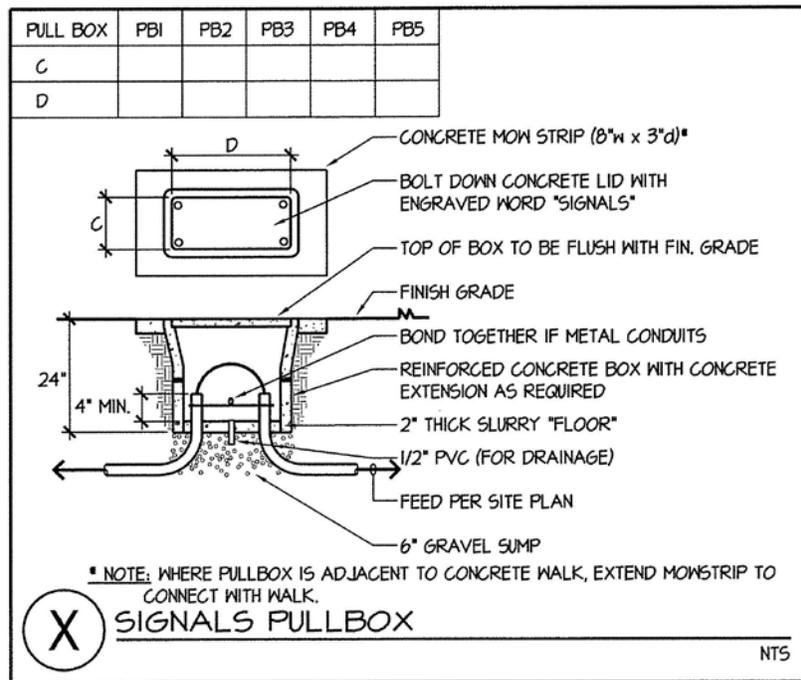
- Prohibited in any attic space.
- Prohibited placement inside any sidewalk.

- Prohibited placement lower than 18" below finish grade.
- For a building, shall be no farther than 8'-0" from the building it controls.
- Full port ball valves shall be provided for 2-inch lines and smaller.
- Hose bibs (A. O. Smith or Zurn, rough brass) shall be mounted in an enclosure outside the normal sidewalk.
- Evaporative Coolers: Shut off valves (Gate Valves) for evaporative coolers shall be installed on the vertical run of pipe prior to the horizontal run to the cooler. Piping shall have plugged tees installed on the supply line in order to allow draining of the supply lines for the winter months.
- All valves 2-1/2" and larger shall be bolted, flange, resilient wedge type with a square head shut-off.
- All valves 2-1/2" and larger shall be enclosed in a G-5 Christy yard box with sleeve.

CONCRETE BOX ENCLOSURES

All box enclosures shall be appropriately sized (for access during maintenance operations) according to the number of pipes or fixtures located in the box. Minimum sizes for concrete box enclosures shall be Christy G-5 (with cast iron lid only), B-9, V-64 (drain box). All boxes shall be sleeved to allow access to valves. Enclosures shall receive a cast iron lid with accurate markings to identify the contents of box. The boxes shall be set flush to finish grade and shall have a 8-inch wide by 3 inch thick concrete mow strip poured around it. The bottom of each box shall have a 2-inch thick concrete slurry floor with a 1/2 inch PVC drain over a 6-inch gravel sump. Refer to detail titled, "Signals Pullbox" **below** for a graphic representation of the requirements of concrete box enclosure design and installation. The detail identifies an electrical pullbox, however, the requirements for concrete enclosures are very similar.

Existing concrete box enclosures shall be adjusted to the new finish grade in areas where the finish grade is changed due to new construction.



Division 23: HEATING, VENTILATING, AND AIR CONDITIONING

Section 23 11 23 – Facility Natural-Gas Piping

GAS SHUT OFF VALVES AND RELATED SYSTEMS:

- Shall not be farther than 8'-0" from the building it serves, nor less than 8'-0" from any door.
- Prohibited placement inside any sidewalk.
- Prohibited placement lower than 12" below finish grade.
- Gas regulators shall be located a minimum of 6 inches above surrounding sidewalks.
- All in-ground valves shall be Dezurik type valves.
- All in-ground valves shall be enclosed in a G-5 Christy yard box with sleeve.

Drip Pipes shall be installed upstream of the gas valve for all appliances and equipment.

HEATING, VENTILATING, AND AIR CONDITIONING:

All evaporative coolers shall be MasterCool or County approved substitution.

All mechanical equipment shall have a dedicated ground wire pulled to each piece of equipment.

HVAC PACKAGE UNITS HEAT/COOLING EQUIPMENT:

Acceptable manufacturers: York, Bryant/Carrier/BDP Products, Trane, and Rheem/Ruud.

All refrigerant gases shall be environmentally friendly and approved for use in Fresno County for at least ten years.

Standard size 2" metal filter rack for use with replaceable media shall be supplied with a/c equipment. All units shall accommodate 2" standard sized filters.

T-bar registers shall be louvered type, not perforated.

Condenser guards shall be installed on all package units. Condenser guards shall be fabricated of angle iron frame and 3/4" expanded metal face.

Government locks and Hardcast shall be used on all metal duct connections both interior and exterior.

All roof-mounted HVAC package air conditioning/heating equipment shall be placed on a roof curb at least 8 inches higher than the roof deck. These units shall utilize down discharge ducting through the roof curb. Units not factory designed to create a watertight seal onto curbing shall receive a full platform cover with return and supply risers. All full platform covers shall have soldered standing seams.

CHILLERS:

Chillers shall have adequate capacity to cool site facilities in the event the off-peak thermal storage systems fail to operate properly. Per California Energy Code, Title 24, Part 6, Chapter 5, Section 140.4: Provide standby equipment with controls that allow the standby equipment to operate only when the primary equipment is not operating.

All physical connections to the chiller including electrical, controls and water piping shall be placed to allow easy access to the compressors for servicing, replacement, etc.

All pumps, motors, and other equipment shall have a minimum of 3 feet provided in front of them to allow for servicing, repair or replacement of the equipment.

Isolation valves (full-port ball valves) shall be installed on supply and return water lines (all lines for a two or four pipe system) on the exterior of each building just prior to entering the building (where the horizontal run turns vertical). In addition, there shall be 1/2" diameter risers terminating in 1/2" FPT ball valves with pipe plugs installed on each side of all isolation valves. This entire assembly shall be enclosed in a Christy box set to finish grade. See attached drawing for a graphic representation.

Unless integral to the chiller, guards shall be installed over all condenser surfaces of air-cooled chillers to protect the condensers from vandalism.

UNIT VENTILATORS:

Unit ventilators/fan-coils shall not deliver air through a duct system unless specifically designed for that purpose by the manufacturer.

CONTROLS:

All controls for HVAC equipment shall be Direct Digital Controls (D.D.C.). Pneumatic controls are prohibited.

Division 25: INTEGRATED AUTOMATION

ENERGY MANAGEMENT SYSTEM:

The County utilizes a computerized system for energy management.

The energy management system shall include room temperature sensors, current sensors for all motors and pumps, other sensors as may be required to allow the County to monitor the air conditioning units, heat pumps, chillers, boilers, unit ventilators/fan-coils, motors, pumps and temperature in each area. In addition to interior monitoring, the County requires the ability to monitor both the hot water and cold water supply and return temperatures on central plant applications, and the ability to control water flow in the room unit ventilator/fan coil units. Acceptable systems are: Metasys by Johnson Controls, without substitution.

Consideration should be given to outside lights being installed on the energy management system. The interface control strategy shall be based upon sunrise and sunset. As the system senses the condition of sunrise or sunset, the energy management system controls the lights and shall turn them on or off at the designated time. Surge protectors, adequately sized to protect the energy management system at the site and at the County's operations center, shall be provided.

Division 26: ELECTRICAL**LOCATE TAPE**

See Division 28

SWITCH GEAR

All switchgear shall be Square D, I-Line panels. Distribution panels rated for 480 volts shall be Square D "I-Line or "NF" Series. Distribution panels rated for 240 volts shall be Square D NQOD, with the ability to accept bolt-on and plug-on branch circuit breakers.

PULLBOXES

See Division 28

CONDUITS

Underground conduits shall be at least 2 inches in diameter. A spare Green #10 THHN stranded copper wire labeled "Pull Wire" shall be installed with wire if additional space for more wiring exists.

Spare conduits shall be capped to prevent intrusion of moisture and foreign objects. Flat fibre pull tape shall be installed for future use.

Provide 1 spare conduit for every 5 conduits installed.

All conduits that will terminate above grade shall have a rigid steel long radius sweep installed at the terminating end(s) where the transition from horizontal to vertical occurs. No PVC conduit shall be installed above grade.

Where rigid steel conduit runs in direct contact with the earth, conduit shall be wrapped with 10-mil PVC tape to form 40 mil of protection, or shall have factory applied PVC coating.

SPLICES

Underground and below grade splices are prohibited.

FUSED DISCONNECTS

Shall be Square D, "H" rated (heavy duty).

'Challenger' brand fused disconnects are specifically prohibited.

NEUTRALS

All circuits for computer labs shall have separate neutrals for each circuit. Common neutrals for computer circuits are prohibited.

Neutrals in combination circuits shall be pigtailed.

LIGHTING

X-O Ballasts are prohibited.

All exterior and interior lights shall be LED.

Exterior pole lights shall not exceed 32 feet in total height LED luminars shall be designed and manufactured to direct light to the intended area needing illumination. Lighting fixtures shall not be mounted in such a way as to illuminate a roof, or aimed only towards a property line, or which causes disabling glare or light trespass. Exceptions may be considered for detention facilities.

Recommended Footcandles (FC) per the Illuminating Engineering Society (IES)

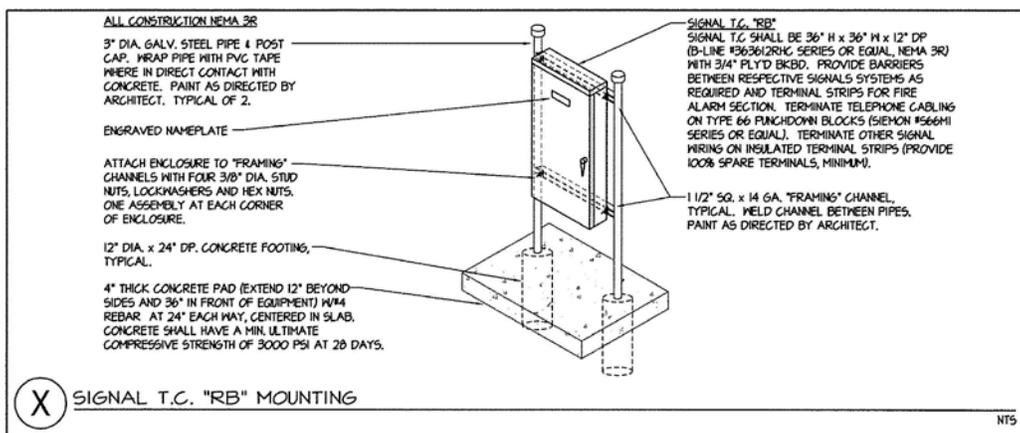
TYPE OF SPACE	RECOMMENDED FC	TYPICAL COLOR (K=Kelvin)	COMMENTS
Open Office Space/ Cubicle Space	30-50	2700K-3500K	FC Measured at 30" Above Finish Floor (AFF)
Private Office	30-50	2700K-3100K	FC Measured at 30" AFF
Kitchen/Breakroom	5-20	2700K-4100K	

Division 27: COMMUNICATIONS

CONDUIT SYSTEMS

The conduits between buildings shall be at least 2 inches in diameter for low voltage systems (Fire Alarm, Burglar Alarms, Intercom Telephone, Energy Management and Computer Networks). Fire Alarm, Energy Management, Computer Network, Burglar Alarm and Intercom shall each be in separate conduits. In addition, 2 spare 2-inch conduits shall be provided between buildings. Two spare 1-inch conduits shall be provided to each area for future low voltage needs, terminated in "J" boxes above ceiling level.

All distribution wiring shall be routed through terminal cabinets inside the buildings in order to eliminate unnecessary pull boxes. Terminal cabinets may contain a maximum of 3 separate systems, provided each system is shielded from the others within the cabinet, and room for future growth is available. Refer to County's standard detail, "Signal T.C. 'RB' Mounting" below for additional information.



Division 28: ELECTRONIC SAFETY AND SECURITY

LOCATE TAPE

Provide #10 copper wire over all underground utilities.

PULLBOXES

All pullboxes shall be no smaller than a Christy N-16, and shall be sized according to the number of conduits in the box. Enclosures shall receive a cast iron bolt-down lid with markings to identify the contents of box. (e.g. "Power," "Signal," "Telephone," etc.) The boxes shall be set flush to finish grade and shall have a 8-inch wide by 3 inch thick concrete mow strip poured around it. The bottom of each box shall have a 2-inch thick concrete slurry floor with a 1/2-inch PVC drain over a 6-inch gravel sump. Conduits shall extend a minimum of 4 inches above the floor of the pullbox and metal conduits shall be bonded together. Refer to "Signals Pullbox" detail under "Concrete Box Enclosures" on page 9 for a graphic representation of the requirements of pullbox design and installation.

All conduit stubs into underground pull boxes shall have at least 18 inches of cover over the top of the conduits. Trenches shall be 22 to 23 inches deep.

Existing pullboxes shall be adjusted to the new finish grade in areas where the finish grade is changed due to new construction.

CONDUITS

Underground conduits shall be at least 2 inches in diameter. Flat fibre tape shall be installed with wire if additional space for more wiring exists.

Spare conduits shall be capped to prevent intrusion of moisture and foreign objects. Flat fibre tape shall be installed for future use.

Provide 1 spare conduit for every 5 conduits installed.

SPLICES

Underground and below grade splices are prohibited.

Section 28 16 00 – Intrusion Detection

Burglar alarm systems shall be coordinated with the Project Manager to ensure the proper facility security requirements are met.

Section 28 31 12 – Zoned (DC Loop) Fire-Alarm System

Fire alarm systems shall be coordinated with the Project Manager to ensure the proper facility fire requirements are met. The number of zones shall depend on the number of buildings and anticipated future growth of a site.

Acceptable Fire-Alarm Systems are: Notifier by Honeywell, without substitution.

Each Area shall have its own pull station and horn.

Wiring harness shall match County standard (black (-) and red (+) are used only for horn circuits, Yellow (-) and Orange (+) shall be utilized for initiation (pull station) circuits).

Division 31: EARTH WORK

Section 31 20 00 – Earth Moving

The source of imported soils shall be identified during the Submittal process of a construction project. All imported soils shall be clean and free of deleterious materials and meet the following criteria:

IMPORTED FILL	
Maximum Expansion Index	21
Maximum Particle Size (inches)	3
Maximum Water Soluble Sulfate (SO ₄) in Soil (percent by weight)	0.20
Range of Percent Passing #200 Screen	15-50
Minimum Sand equivalent for Pipe Bedding Envelope	30
Minimum Resistance Value	35

The County and/or their designated representative shall have access to the import source at all times during the project for the purposes of inspection and procuring samples for testing.

Class II base material for roads, parking lots, etc., shall contain 15% - 20% fines passing a #200 sieve.

Division 32: EXTERIOR IMPROVEMENTS

Section 32 31 13 - Chain Link Fences and Gates (Non-Detention)

- Fence Fabric 6' high, 2" x 9 gauge, knuckle-knuckle, galvanized before weaving.
- Corner Posts 2-7/8" o.d., schedule 40 steel pipe
- Line Posts 1-7/8" o.d. schedule 40 steel pipe
- Fence Ties Steel, no exceptions
- Top Rails 1-5/8" o.d. schedule 40 steel pipe
- Rail Ends Steel, no exceptions
- Post Caps Steel, no exceptions
- Gate Hinges Bulldog with 180-degree adapters, industrial grade.
- Keel Wire 9 gauge steel, no exceptions
- Hog Rings 9 gauge steel, no exceptions
- Top Rail Eyelets Steel, no exceptions
- Top Rail Sleeve 1-5/8" i.d., steel pipe
- Tension Bands Steel, light-duty
- Brace Bands Steel, light-duty
- Tension Bars 3/16" x 5/8" steel, no exceptions
- Rolo Latches (slide gate) Steel, no exceptions
- Bolts Steel, galvanized
- Footing Size Per manufacturer/engineer recommendations

Section 32 31 13 –Chain Link Fences and Gates (Detention)

Minimum requirements for chain link fences and gates at detention facilities shall be no less than those of the ASTM Standard governing the characteristics of the part.

FENCE FABRIC AND MATERIALS		
Fence Fabric	18' high	2" x 9 gauge (lower 10'); 3/8" x 9 gauge (top 8'); knuckle/knuckle; hot-dip galvanized after weaving, type II, class 4.
	12' high	2" x 9 gauge; knuckle/knuckle; hot-dip galvanized after weaving, type II, class 4.
	≤5' high	2" x 11 gauge; knuckle/knuckle; hot-dip galvanized after weaving; type II, class 4.
	>5' high	2" x 9 gauge; knuckle/knuckle, hot-dip galvanized after weaving, type II, class 4.
Privacy Slats		Vinyl, woven into and securely fastened to fabric, color as selected by County
Corner Posts	Fabric at ≤12' a.f.g.	4" o.d. minimum, galvanized steel pipe, schedule 40
	Fabric at >12' a.f.g.	6-5/8" o.d. minimum, galvanized steel pipe, schedule 40
Line Posts	Fabric at ≤12' a.f.g.	2-7/8" o.d. minimum, galvanized steel pipe, schedule 40
	Fabric at >12' a.f.g.	4" o.d. minimum, galvanized steel pipe, schedule 40
Fence ties		Galvanized steel, wire ties, 9 gauge
Rails, horizontal	≤6' high	1-1/2" o.d. minimum, galvanized steel pipe
	>6' high	2-3/8" o.d. minimum, galvanized steel pipe
Rail Ends		Galvanized steel
Post Caps		Galvanized steel
Tension Wire		ASTM A 824, Type II, Class 4, 7 gauge
Hog Rings		9 gauge, high tensile galvanized steel
Tension Bands		3/4" x 12 gauge galvanized steel
Brace Bands		Minimum 1" x 12 gauge, galvanized steel
Tension Bars		1/4" x 3/4" Galvanized steel
Bolts		Stainless steel or hot-dip galvanized
Footing		Size and depth per manufacturer/engineer recommendations; fill post holes with concrete to 2" a.f.g., slope away from posts.

(a.f.g. = above finish grade)

GATES – SWING AND ROLLING		
Gate Fabric		Same as fence fabric
Gate Post	Fabric at ≤12' a.f.g.	4" o.d. minimum, schedule 40 galvanized steel pipe, where gate leaf width is ≤6'
	Fabric at >12' a.f.g.	6-5/8" o.d. minimum, schedule 40 galvanized steel pipe
Gate Hinges		Size and material to suit swing gate size
Gate Frame		2-3/8" o.d. minimum, Schedule 40 steel pipe, Class 1, (with 2-3/8" stiffeners at vehicle and pedestrian swing gate),
Gate Intermediate Uprights		2 minimum, 2-3/8" o.d., Schedule 40 steel pipe, Class 1
Tension Rod		All panels, cross-bracing, 3/8" diameter, adjustable length truss rods
Gate Latch		Provide padlock eye as integral part of latch, latches arranged for locking with specified hardware
Support Post		4" o.d., ASTM F 1083 Type 1
Gate Wheel		Solid steel, pre-lubricated sealed ball bearings, rated to withstand 5,600lb minimum weight, 1/4" minimum spanner wall thickness, 5/8" axles, zinc plated prior to assembly, permanently lubricated, V-grooved, bottom mounted
Guide Wheel		Size and type of guide wheel and bearing member per gate manufacturer's standard for gate size, weight, and type.
Wheel Track		V-grooved to match bottom of wheel groove, heat-treated solid galvanized steel.

(a.f.g. = above finish grade)

VEHICLE SLIDE GATE

ELECTRIC LOCKING AND OPERATION	
Locking	Keyless
Motor	1hp, 208 volt, 3 phase, thermal or current sensing overload device
Gear Box	110 volt internal gearbox heater and thermostat
Controller	Manual operation crank with single step engagement, fold-out handle
Control Circuit	110 VAC or 24 VDC
Controls	Remote operation
Motor Housing	waterproof
Motor Box	10 gauge minimum, galvanized steel, detention hinges and pinned Torx security screws, padlocked

MANUAL LOCKING AND OPERATION	
Locking	Keyless locking
Crank	Manual crank, single step engagement, fold out handles
Crank Housing	Water proof
Housing Box	10 gauge minimum, galvanized steel, detention hinges and pinned tor security screws, padlocked
Track	Heavy-duty, 8" structural steel channels, 33.6 lb/ft minimum
Trolleys	Heavy-duty, milled steel, two sealed ball bearings per wheel (min. two wheels per trolley)
Fill Grade Beam	3" x 5.7 lb/ft galvanized steel I-beam, welded steel guides
Vertical Support Posts	4" o.d., galvanized steel, 6.5 lb/ft minimum.
Locking Column	4" x 12.8 lb/ft "H" beam, removable steel cover
Drive Chain	#60 roller chain, rack-and-pinion system
Gate Guide Angle	2-1/2" x 1-1/2" x 1/4" steel angle

Entire mechanism except rack, rollers, and drive train, shall be painted with rust-inhibitive primer. Sprockets, rollers, and drive assemblies shall be electrogalvanized or nickel-plated.

Acceptable manufacturers: Ty-Metal Pluss, Folger Adam Company Model J, Southern Steel Company Model 9100 or County approved equal.

MANUAL OPERATION	
Assembly	Catcher or forked type, operation from either side of gate

ELECTRIC OPERATION	
System	Single panel slide, impossible to move closed cate except by electrical or mechanical operations provided
Locking	Electromagnetic
Motor	1 hp, 208 volt, 3 phase, thermal or current sensing overload device
Gear box	Single unit, 110 volt internal gearbox heater and thermostat
Controller	Manual operation crank with two step engagement, fold-out handle
Control Circuit	110 VAC or 24 VDC
Controls	Remote operation
Motor Housing	Waterproof
Motor box	10-gauge minimum, galvanized steel, hinges and pad lockable hasp, padlocked

Entire mechanism except rack, rollers, and drive train, shall be painted with rust-inhibitive primer. Sprockets, rollers, and drive assemblies shall be electrogalvanized or nickel-plated.

Acceptable manufacturers: Hy-Security, Ty Metal, or County approved equal.

Section 32 84 00 - Planting Irrigation

DESIGN CONSIDERATIONS

All sprinkler irrigation designs shall conform to the "matched precipitation" principle and be submitted to the County for review and approval.

All sprinkler head locations shall be designed 'head to head'. Any variation from this requirement shall require the approval of the County.

All main lines shall be sufficiently sized so water does not exceed a velocity of 3 feet per second in accordance tables published by the American Society of Mechanical Engineers.

The use of galvanized or PVC crosses is prohibited.

INSTALLATION

All sprinklers, valves, controllers and associated devices shall be designed and installed in strict conformance with the manufacturers' recommendations in order to keep all warranties in effect and prevent safety hazards.

PIPE

All thermoplastic pipe for main lines (pressurized) greater than 3-inch diameter, nominal size, shall be schedule 40 or class 200. All thermoplastic pipe for main lines (pressurized) less than 3-inch diameter, nominal size, shall be schedule 40. Lateral lines (non-pressurized) of all nominal sizes shall be schedule 40 or class 200.

All main line piping, 3 inches in diameter or greater, nominal size, shall be push-together gasket type.

TRENCHES

Lateral lines shall not be placed in the same trench as main lines.

A common trench may be used for up to 2 laterals, where the laterals each do not exceed 2 inches in diameter, provided, at least 3 inches of backfill soil separates the pipes horizontally within the common trench.

All trenches shall be water-jetted and sufficiently backfilled to prevent settling. The finish grade of the trench shall match the existing finish grade adjacent to the trench.

All backfill soil within 4 inches of any piping and within 12 inches of the surface shall be free of rocks and other debris.

PIPE DEPTH

All main lines shall be placed a minimum of 18 inches and not more than 24 inches below finish grade, as measured from the top of the pipe.

All lateral lines shall be placed a minimum of 12 inches and not more than 18 inches below finish grade, as measured from the top of the pipe.

SPRINKLERS

Acceptable sprinkler manufacturers and models:

- Toro:
 - 570 series
 - 300 Stream Rotor series (use of the 01 nozzle is prohibited)
 - Super 600 series; 640 series
 - Use of the Super 700 series is prohibited
- Hunter:
 - I-20 series
 - I-25 series, with stainless steel riser
 - I-40 series, with stainless steel riser

All sprinklers shall be installed on a double swing joint with Marlex street 90's, with an 8 inch schedule 80 nipple for 3/4 inch and 1 inch inlet sprinklers, and a 6 inch schedule 80 nipple for 1/2 inch inlet sprinklers.

Swing joints shall be tightened to prevent immediate tilting or sinking of the sprinkler. Teflon tape and pipe sealant dope is prohibited from use on any sprinkler swing joint.

All sprinkler heads shall have at least 2 inches of clearance between any part of the sprinkler or swing joint and the nearest obstruction (such as sidewalks, mow strips, foundations, etc.).

QUICK COUPLER VALVES

All quick coupler valves shall be Buckner by The Storm Manufacturing Group and shall be supplied with a rubberized protective lid.

Quick coupler valves supplying water to baseball or softball fields behind the pitcher's mound shall be at least 1-1/2 inch diameter valves installed on at least a 1-1/2 inch diameter supply line. In no case shall the valve be installed on a line smaller than the valve size. All other installations shall utilize 1-inch diameter quick coupler valves.

Quick coupler valves shall be installed utilizing a double swing joint. The swing joint shall be constructed utilizing the following sequence of materials:

1. 1 inch PVC ST 90 'L'.
2. 1 inch x 2 inch PVC schedule 80 nipple.
3. 1 inch PVC TT 90 'L'.
4. 1 inch x 8 inch PVC schedule 80 nipple.
5. 1 inch PVC TT 90 'L'.
6. 1 inch x 2 inch PVC schedule 80 nipple.
7. 1 inch PVC TT 90 'L'.
8. 1 inch x 2 inch PVC galvanized nipple.
9. 1-inch quick coupler valve.

When constructing a swing joint for a 1-1/2 inch inlet quick coupler valve, substitute 1-1/2 inch parts for the 1-inch parts listed above. Swing joints shall be tightened to prevent immediate tilting or sinking of the quick coupler valve.

All threaded connections shall be adequately wrapped with Teflon tape to prevent leaking.

ELECTRIC VALVES

Remote electric valves shall be Irritrol Century Plus Series with 1-1/2 inch as the minimum valve size for turf grass areas.

All valves shall be contained within a standard plastic rectangular valve box enclosure, one valve per enclosure. Manifolding of multiple valves within a valve box enclosure is prohibited. The valve box enclosure shall be adequately sized to contain the valve, allow maintenance without the total removal of the enclosure, and the valve shall not touch any part of the enclosure, including the lid. At least 2 inches of clearance shall be maintained between the upper part of the valve stem and the lowest part of the enclosure lid. Valve boxes shall be installed lengthwise to the direction of the valve, with the bolted end towards the solenoid side of the valve. Valves shall be centered within the valve box enclosure. All valve boxes shall be adjusted to be level and flush with finish grade upon completion of landscape and irrigation work.

Valves designated for drip emitter zones shall have a wye filter installed immediately following the valve. These elements shall be contained within a plastic jumbo rectangular valve box enclosure.

Schedule 80, threaded one end (TOE), nipples shall be utilized on the inlet and outlet sides of all remote valves. The nipples shall be sufficiently wrapped with Teflon tape and adequately tightened into each side of the valve prior to the installation of the valve onto the piping. Schedule 40 male adapters are prohibited from use on the inlet or outlet sides of remote valves.

ISOLATION VALVES

All main line isolation valves shall be bolted, flanged, resilient wedge valves with square head shut-off.

At least one isolation valve shall be installed for each major area of the system depending upon the design. Systems utilizing a looped main line shall incorporate isolation valves in sufficient quantities to insure isolation of distinct sections.

All isolation valves shall be sleeved and placed in a Christy G-5 box, or approved substitution. All valve boxes shall be adjusted to be level and flush with finish grade upon completion of landscape and irrigation work.

PVC CEMENT & PRIMER

All glue joints shall be primed using PVC/CPVC P-70 purple primer.

All glue joints shall be glued with Uni-Weld brand, unless otherwise approved.

CONTROLLERS

All sprinkler control time clocks shall be Irritrol MC-E (Blue) series controllers. Sprinkler control time clocks shall be mounted at a height acceptable to the County for ease of programming.

WIRE

All underground control wire shall be 14 gauge, solid copper, direct burial type.

Extra control wire shall be looped into each electric remote valve box. Controller wire color-coding shall remain consistent from the controller to the end of all sprinkler zones. Wire color-coding scheme shall be:

White	Primary common
Red	Primary control
Blue	Spare common
Orange	Spare control

The number of orange spare control wires to be installed in any one system controlled by one time clock shall be determined by the total number of zones on the time clock. Two spare orange wires shall be installed and looped through remote valve boxes in accordance with the following:

12 or less	2
12 – 18	3
19 – 24	4
25 – 30	5
31 – 42	6

All controller wire connections at the solenoid or in make-up boxes shall be made with 3M DBY or DBR waterproof connectors.

Division 33: SITE UTILITIES

As required per each project

End of Project Design and Construction Standards

SOLE SOURCE ITEMS

DIVISION 08	
Cylinder	Schlage
Lockset	Schlage
Door Holders	Trimco
Deadbolts	Schlage
Door Closer	Norton 8000 Series
Hinges (exterior doors)	Roton 780-112H
Exterior Door Pulls/Strike Protector	Trimco
DIVISION 22	
Sink Faucets	Chicago Faucet
Shower Mixing Valves	Powers
Shower Valves	Acorn
Reduced Pressure Prevention Device	Febco
DIVISION 25	
Energy Management System	Metasys by Johnson Controls
DIVISION 28	
Fire-Alarm System	Notifier by Honeywell

EXHIBIT E

Dyson Siegrist Janzen Architects, Inc.

Architectural Services Hourly Rates for On-Call Capital Projects

\$190.00	Senior Principal Architect
\$150.00	Principal Architect
\$120.00	Staff Architect
\$100.00	Interior Designer/Project Manager
\$ 80.00	Senior Draftsman/Construction Administrator
\$ 70.00	Intermediate Draftsman/Technical
\$ 60.00	Junior Draftsman
\$ 50.00	Administrative/Report Typing

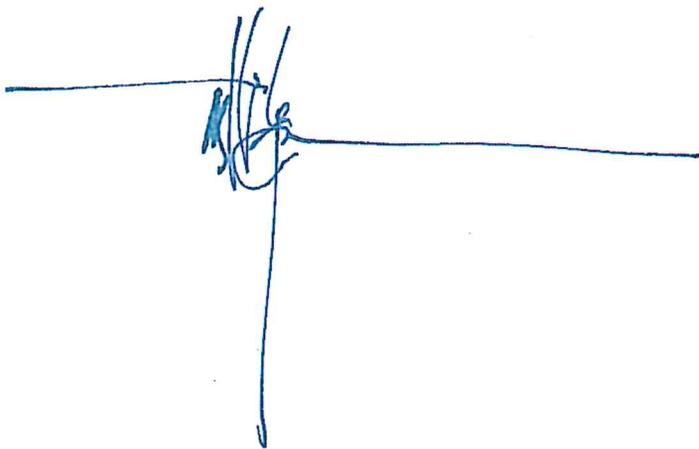


Exhibit F Public Contract Code Section 22300.

22300 (a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract; however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

(b) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(c) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract. For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(d) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

(2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid.

(3) No contractor shall require any subcontractor to waive any provision of this section.

(e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

(f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between

whose address is _____ hereinafter called "Owner,"

whose address is _____ hereinafter called "Contractor" and

whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ____ in the amount of ____ dated ____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of ____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Name

Signature

Title

Address

On behalf of Contractor:

Name

Signature

Title

Address

On behalf of Escrow Agent:

Name

Signature

Title

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Name

Signature

Title

Contractor

Name

Signature

Title

EXHIBIT G

File #15123
February 23, 1999
Resolution #99-086

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA**

In the matter of

Adoption of Standard Conflict of Interest
Code for All County Departments.

Resolution #99-086

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend the text of its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors is the code reviewing body for all County departments except courts; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth,

EXHIBIT G

1 constitute the conflict of interest codes of each County department except courts.

2 Conflict of interest forms shall be filed as follows:

3 1. As required by Government Code Section 87500, subdivision (e), the
4 County Administrative Officer, District Attorney, County Counsel, and Auditor-
5 Controller/Treasurer-Tax Collector shall file one original of their statements with the County
6 Clerk, who shall make and retain copies and forward the originals to the Fair Political
7 Practices Commission, which shall be the filing officer. The County Administrative Officer,
8 District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall also
9 file one copy of their statements with the Clerk to the Board of Supervisors.

10 2. As required by Government Code section 87500, subdivision (j), all other
11 department heads shall file one original of their statements with their departments. The filing
12 officer of each department shall make and retain a copy of the department head's statement
13 and shall forward the original to the Clerk to the Board of Supervisors.

14 3. All other designated employees shall file one original of their statements with
15 their departments.

16 All statements shall be public records and shall be made available for public
17 inspection and reproduction. (Gov. Code, § 81008.)

18 Adopted at a regular meeting of the Board of Supervisors, held on the 23rd day
19 of February, 19 99, by the following vote, to wit:

20 Ayes: Supervisors Koligian, Case, Arambula, Okan, Levy
21 Noes: None
22 Absent: None


CHAIRMAN, BOARD OF SUPERVISORS

24 ATTEST:
25 SHARI GREENWOOD, CLERK
26 BOARD OF SUPERVISORS

27 By 
Deputy

EXHIBIT G

EXHIBIT "A"

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Assistant Real Property Agent	1
Associate Real Property Agent	1
Building Inspector I / II	1
Building Plans Engineer	1
Capital Projects Division Manager	1
Chief Building Inspector	1
Chief of Field Surveys	1
Community Development Manager	1
Consultant	*
Deputy Director of Planning	1
Deputy Director of Public Works	1
Development Services Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Planner I / II / III	1
Principal Accountant	1
Principal Engineer	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works Division Engineer	1
Resources Manager	1
Road Maintenance Supervisor	2, 3
Road Superintendent	1
Senior Accountant	2
Senior Economic Development Analyst	1
Senior Engineer	1
Senior Engineering Technician	2
Senior Geologist	1
Senior Information Technology Analyst	2
Senior Planner	1
Senior Real Property Agent	1

EXHIBIT G

<u>Classification</u>	<u>Category</u>
Senior Staff Analyst	1
Senior Systems and Procedures Analyst	2
Staff Analyst I / II / III	1
Supervising Accountant	2, 3
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Water/Wastewater Specialist	2, 3
Systems and Procedures Analyst I / II / III	2
Systems and Procedures Manager	2
Traffic Maintenance Supervisor	2

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT G

EXHIBIT "B"

PUBLIC WORKS AND PLANNING

1. Persons in this category must disclose all investments, interests in real property and income, and business positions. Financial interests are reportable only if located within or subject to the jurisdiction of Fresno County; or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the "jurisdiction" of the County if it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities), or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all investments in, income from, and business positions with any business entity which, within the last two years, has contracted or in the future may foreseeably contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in the category shall disclose all interests in real property within the jurisdiction. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two mile of any land owned or operated by the County.

Attachment H

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a corporation's board of directors of the Consultant, must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Attachment H

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	