

**PROFESSIONAL SERVICES CONTRACT
FOR
PREPARATION OF A HISTORIC PROPERTIES SURVEY
CITY OF REDLANDS**

1. IDENTIFICATION

This Contract is effective as of the 3rd day of September, 1985, by and between the City of Redlands (hereinafter collectively referred to as "CITY") and AEGIS (hereinafter referred to as "AEGIS").

2. RECITALS

WHEREAS, CITY desires to retain AEGIS to perform professional planning services related to the preparation of Phase II of Redlands historic properties survey; and,

WHEREAS, AEGIS is well qualified by reason of education and experience to perform such services; and

WHEREAS, AEGIS desires to hire Tom Atchley as a subcontractor, and Mr. Atchley is also well qualified by reason of education and experience to perform such services; and

WHEREAS, AEGIS is willing to render such professional services as hereinafter defined.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages AEGIS, and AEGIS agrees to perform the following services.

3. AGREEMENTS

3.1 Definitions: The following definitions shall apply to the following terms, except where the terms of this contract otherwise require:

3.1.1 "Project": The planning services or any portion thereof described in the attached Redlands Survey Proposal labeled Exhibit I and including the methodology and scope of work therein.

3.1.2. "Services": Such professional services as are necessary to be performed by AEGIS in order to complete the survey described in the aforesaid Exhibit I.

3.2 Agreements of AEGIS: AEGIS agrees as follows:

3.2.1. That AEGIS shall coordinate and prepare Phase II of the Redlands historic survey resulting in an inventory in compliance with standards of the State Office of Historic Preservation. AEGIS shall

utilize the services of Tom Atchley as a subcontractor. AEGIS will prepare the survey in accordance with the methodology in Exhibit I. The survey results will include the scope of work listed in Exhibit I.

- 3.2.2 That AEGIS will, at AEGIS's sole cost and expense, secure such other persons as may, in the opinion of AEGIS, be needed to comply with the terms of the Agreement and, if such other persons are retained by AEGIS, such persons shall be fully qualified to perform such services.
- 3.2.3. That AEGIS shall use maximum feasible efforts to obtain volunteer assistance from the community and to find assignments suited to their liking and ability.
- 3.2.4. That AEGIS shall complete work in accordance with the Time Line contained in Exhibit I.
- 3.2.5. Invoices for services shall be submitted by AEGIS in accord with the payment schedule contained in Section 3.3.

3.3. Agreements of CITY: CITY agrees as follows:

- 3.3.1.
 - a) That CITY shall pay AEGIS the sum of \$14,000.00 for the performance of the services identified in Exhibit I. That the CITY shall pay AEGIS an additional sum for reimbursable items listed in Exhibit I. This additional sum shall not exceed the direct cost of the reimbursable items, nor shall it exceed \$4,000.00. Payment to AEGIS is to be made according to the following schedule.
 - b) That CITY shall make progress payments to AEGIS in accordance with the invoice submitted by AEGIS on a monthly basis, and such invoices shall be paid within 30 days. Invoices shall specify the fee, the percentage completion of the work, the allowable total billing, the total invoiced to date, and the amount currently being invoiced. The fee shall be based on the percentage of work completed.
 - c) Upon submission and approval of the final documents, any uninvoiced portion of the contract amount shall be invoiced. Invoices submitted by AEGIS in accord with this schedule shall be paid within 30 days of the invoice date.
- 3.3.2. Additional Services: Payments for any services requested by the CITY during the study and not included in the work program of Exhibit I, shall be

paid on a reimbursable basis in accord with the AEGIS Standard Fee Schedule in effect at the time the services are provided. These costs will be invoiced as they occur and will be paid by the CITY within 30 days.

4. OWNERSHIP OF DOCUMENTS

All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by AEGIS under this Contract shall be considered the property of CITY upon payment for services performed by AEGIS. Said documents and materials shall be delivered to CITY by AEGIS at the completion of the project; however, AEGIS may take and retain such copies of said documents and materials as desired.

5. TERMINATION

This Contract may be terminated by either party upon the giving of a written "Notice of Termination" to the other party at least fifteen (15) days prior to the termination date specified in said notice. In the event this Contract is terminated, AEGIS shall be paid the full value of their service, based upon the percentage of completion of work on the date of termination.

6. NOTICES

Any and all notices, demands, invoices, and written communications between the parties by mail shall be addressed to the parties as follows:

Darrell Cozen
Assistant Community
Development Administrator
City of Redlands
P. O. Box 280
Redlands, California 92373

Judy Wright
AEGIS
111 Spring Street
Claremont, CA 91711

Any such notices, demands, invoices and written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

7. ENTIRE CONTRACT

This Contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Contract shall be valid and binding. Any modification of this Contract will be effective only if it is in writing signed by the parties.

8. **SAVINGS CLAUSE**

If any provision of this Contract is found to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9. **GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of California.

10. **ATTORNEY'S FEES**

In the event that legal action is necessary to enforce the provisions of the Contract, the parties agree that the prevailing party in said legal action shall be entitled to recover attorney's fees from the opposing party in any amount determined by the Court to be reasonable.

11. **INSURANCE**

AEGIS agrees to maintain in full force an effect during the term of this Agreement a public liability insurance policy with limits in the amount of \$100,000.00, and which indemnifies the CITY from all liability from loss, damage, or injury to persons or property arising from the performance of these services.

12. **COUNTERPART EXECUTION**

This Contract may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts, together shall constitute one and the same agreement.

CITY: CITY OF REDLANDS
Signature *Carol Beswick*
Name Carole Beswick
Title Mayor of the City of Redlands
Date September 3, 1985

AEGIS:
Signature *Judy Wright*
Name Judy Wright
Title Principal
Date 8/26/85