

AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT made as of the fourth day of March in the year of Nineteen Hundred and Eighty, BETWEEN the City of Redlands, hereinafter called the Owner, and Ruhnau.Evans.Ruhnau.Associates, hereinafter called the Architect, for the following PROJECT:

The restoration/renovation and repairs of the exterior surfaces of the existing A. K. Smiley Library located at 125 West Vine Street in the City of Redlands, California.

Professional services shall include complete drawings and specifications (Contract Documents) suitable for the obtaining of competitive bids for the work.

The OWNER and ARCHITECT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES:

The ARCHITECT'S Basic Services consist of the three phases described in the following paragraphs:

Design Development Phase:

The ARCHITECT shall prepare, for approval by the OWNER, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire PROJECT as to architectural and structural systems, materials and such other elements as may be appropriate.

The ARCHITECT shall submit to the OWNER a Statement of Probable Construction Cost.

Construction Documents Phase:

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the PROJECT budget authorized by the OWNER, the ARCHITECT shall prepare, for approval by the OWNER, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT.

The ARCHITECT shall assist the OWNER in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the OWNER and the CONTRACTOR.

The ARCHITECT shall advise the OWNER of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

The ARCHITECT shall assist the OWNER in connection with the OWNER'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT.

Bidding or Negotiation Phase:

The ARCHITECT, following the OWNER'S approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the OWNER in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

ADDITIONAL SERVICES:

The following Services are not included in Basic Services unless so identified. They shall be provided if authorized or confirmed in writing by the OWNER, and they shall be paid for by the OWNER as provided in this Agreement, in addition to the compensation for Basic Services:

Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the OWNER.

Providing services in connection with the work of a construction manager or separate consultants retained by the OWNER.

Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the ARCHITECT.

Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required by the ARCHITECT, provided such Change Orders are required by causes not solely within the control of the ARCHITECT.

Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

Providing services of consultants for other than the normal architectural/structural services for the PROJECT.

Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

TIME:

The ARCHITECT shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the OWNER, the ARCHITECT shall submit for the OWNER'S approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the PROJECT proceeds, and shall include allowances for periods of time required for the OWNER'S review and approval of submissions and for approvals of authorities having jurisdiction over the PROJECT. This schedule, when approved by the OWNER, shall not, except for reasonable cause, be exceeded by the ARCHITECT.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

The OWNER shall provide full information regarding requirements for the PROJECT including a program, which shall set forth the OWNER'S design objectives, constraints and criteria.

If the OWNER provides a budget for the PROJECT it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the OWNER. The OWNER shall, at the request of the ARCHITECT, provide a statement of funds available for the PROJECT, and their source.

The OWNER shall designate, when necessary, a representative authorized to act in the OWNER'S behalf with respect to the PROJECT. The OWNER or such authorized representative shall examine the documents submitted by the ARCHITECT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ARCHITECT'S services.

The OWNER shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the ARCHITECT. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

The OWNER shall furnish structural, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

The OWNER shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the PROJECT, including such

auditing services as the OWNER may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the OWNER.

Information, surveys, material tests and reports required shall be furnished at the OWNER'S expense.

If the OWNER observes or otherwise becomes aware of any fault or defect in the PROJECT or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to the ARCHITECT.

The OWNER shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the ARCHITECT'S services and of the Work.

ARTICLE 3

CONSTRUCTION COST

Definition:

The Construction Cost shall be the total cost or estimated cost to the OWNER of all elements of the PROJECT designed or specified by the ARCHITECT.

The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the OWNER and any equipment which has been designed, specified, selected or specially provided for by the ARCHITECT.

Construction Cost does not include the compensation of the ARCHITECT and the ARCHITECT'S consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the OWNER as provided in Article 2.

ARTICLE 4

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the PROJECT for the expenses listed in the following Subparagraphs:

Fees paid for securing approval of authorities having jurisdiction over the PROJECT.

Expense of reproductions, of Drawings, Specifications and other documents, excluding reproductions for the office use of the ARCHITECT and the ARCHITECT'S consultants.

Expense of data processing and photographic production techniques when used in connection with Additional Services.

Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the OWNER in excess of that normally carried by the ARCHITECT and the ARCHITECT'S consultants.

ARTICLE 5

PAYMENTS TO THE ARCHITECT

Payments on Account of Basic Services

Payments for Basic Services shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 12.

Payments on Account of Additional Services

Payments on account of the Architect's Additional Services and for Reimbursable Expenses as defined in Article 4 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

Payments Withheld

No deductions shall be made from the ARCHITECT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the ARCHITECT is held legally liable.

Project Suspension or Termination

If the PROJECT is suspended or abandoned in whole or in part for more than three months, the ARCHITECT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined. If the PROJECT is resumed after being suspended for more than three months, the ARCHITECT'S compensation shall be equitably adjusted.

ARTICLE 6

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER'S authorized representative at mutually convenient times.

ARTICLE 7

OWNERSHIP AND USE OF DOCUMENTS

The ARCHITECT shall deliver to the OWNER fully completed working drawings, details and specifications which shall become the property of the OWNER.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This Agreement may be terminated by the OWNER upon at least seven days' written notice to the ARCHITECT in the event that the PROJECT is permanently abandoned.

In the event of termination not the fault of the ARCHITECT, the ARCHITECT shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in the following paragraph.

Termination Expenses include expenses directly attributable to termination for which the ARCHITECT is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the ARCHITECT.

Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

The OWNER and the ARCHITECT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The OWNER and the ARCHITECT each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the OWNER nor the ARCHITECT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 11

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ARCHITECT.

ARTICLE 12

BASIS OF COMPENSATION

The OWNER shall compensate the ARCHITECT for the Scope of Services provided, in accordance with Article 5, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

Basic Compensation:

A fixed fee of Ten Thousand (\$10,000.00) Dollars.

Payments for Basic Services shall be made so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

Design Development Phase:	percent (25%)
Construction Documents Phase:	percent (65%)
Bidding or Negotiation Phase:	percent (10%)

The OWNER and the ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

IF THE SCOPE of the PROJECT or of the ARCHITECT'S Services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 13

Supervision and Administration of the construction contract is not a part of this Agreement. If required, a separate negotiated fee will be determined.

ARTICLE 14

TIME OF COMPLETION

The illustrative design, the preliminary drawings, the specifications, the working drawings, details, and final approved estimate shall be completed within 90 calendar days from the date ARCHITECT receives an executed copy of this Agreement.

The time during which the ARCHITECT is delayed in his work by the acts or neglect of the OWNER, or its employees, or those under it by contract or otherwise, or by the Act of God which the ARCHITECT could not have foreseen

and provided for and which is not due to any fault or negligence on the part of the ARCHITECT shall be added to the time of completion of the work and the ARCHITECT shall not be liable for any damages on account of such delay.

ARTICLE 15

INDEMNIFICATION, LIABILITY INSURANCE, AND WORKERS COMPENSATION

Indemnification:

The ARCHITECT shall hold harmless and indemnify the OWNER, its officers and employees and agents against liability (bodily injury, including death and property damage) arising out of negligent acts of the ARCHITECT or his employees in the performance of this Agreement.

Liability Insurance:

The ARCHITECT shall maintain combined single limit general liability insurance covering bodily injury and property damage in an amount not less than \$250,000.

Workers Compensation

The ARCHITECT shall furnish evidence of compliance with Workers Compensation laws or Certificate of Self-Insurance for employees satisfactory to the OWNER.

ARTICLE 16

COMPLIANCE WITH FEDERAL REQUIREMENTS

The ARCHITECT shall be responsible for compliance with all federal laws, rules, regulations and requirements insofar as they apply to this PROJECT regarding preparation of plans and inspection of the construction phase. Compliance is specifically required to the following listed federal requirements, as applicable:

Davis Bacon Act:

ARCHITECT must familiarize himself with prevailing wage scales for all Architects, technical engineers, draftsmen, and technicians who are employed by ARCHITECT or subcontractor to assure that prevailing wages and working conditions are observed.

Equal Opportunity Employment Requirements:

ARCHITECT shall familiarize himself with the requirements of equal opportunity legislation, rules, executive orders and regulations to assure that he will maintain an equal opportunity for employment and shall not discriminate against any person or group of persons on account of race, color, national origin, or sex.

Architectural Barriers Act of 1968:

ARCHITECT shall familiarize himself with the requirements for design and construction favorable to the handicapped, particularly the American Standard specification for making buildings and facilities accessible and useable by the Physically Handicapped. No. A-117-1971 (as modified).

Clean Air Act and Federal Water Pollution Control Act:

ARCHITECT shall familiarize himself with the requirements of these two acts to assure a design which is compatible.

Affirmative Action Compliance:

ARCHITECT shall comply with the Affirmative Action Compliance Program.

ARTICLE 17

COMPLIANCE WITH THE SECTION 3 (EMPLOYMENT) CLAUSE OF THE
FEDERAL REGISTER, VOLUME 38, NO. 203

The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

City of Redlands

Ruhnau.Evans.Ruhnau.Associates

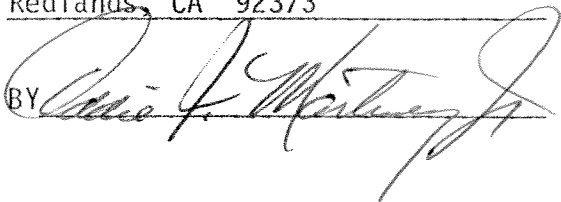
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BY



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