

## CONTRACT FOR CONSULTANT SERVICES

This CONTRACT FOR CONSULTANT SERVICES (the "Contract") is entered into by and between the Library of Glendora, a general law city organized under the laws of the State of California (the "Library") and Norman R. Nichols, Architect, Inc., a California corporation ("Consultant") as of the 16th day of January, 1998 (the "Effective Date").

### RECITALS

A. Library requires the services of a professional architect for Plan No. 1, a library restroom ADA compliance project; and

B. Consultant is a qualified architect willing to provide such services; and

C. Library desires to engage the services of Consultant to prepare plans and details for Plan No. 1, a library restroom ADA compliance project; and

NOW, THEREFORE, in consideration of the foregoing recitals which are material to this Contract, the mutual obligations of Library and Consultant as hereinafter set forth, and other good and valuable consideration, Library and Consultant agree as follows:

1. Library Retains Consultant and Consultant Agrees to Perform Services.

Library hereby retains the Consultant to implement the services described in the "Scope of Work", as submitted by the architect dated May 28, 1997 and revised May 29, 1997 and which is attached hereto as Exhibit A. ✓

Consultant hereby agrees to perform the work set forth in the Scope of Work, and to provide adequate resources, assigning to the project team those members in order to achieve the City's purpose and objective in entering this Contract and the Scope of Work.

2. Obligations of the Library. It shall be Library's obligation to provide to Consultant any file information possessed by the Library which the Library deems pertinent to Consultant's performance of the Scope of Work.

3. Term. This Contract shall be effective from and after the date it is signed by the representatives of the Agency and shall terminate at the completion of the work set forth in the Scope of Work, but in no event shall this Contract terminate any later than twelve (12) months from the date upon which Library gives Consultant written notice to proceed with the work described in the Scope of Work.

4. Extension of Term. If the Consultant requests an extension of the Term, in writing, setting forth the reasons and any costs beyond the Contract Cost (as hereinafter defined) which the extension is anticipated to cost, Library may, in its sole discretion, grant an extension of the Term for the time which the Library deems reasonable, in its sole discretion, and upon such terms and conditions as the Library deems appropriate, in its sole discretion, upon a finding that (a) the Consultant has made a good faith effort to complete the Scope of Work within the Term, and (b)

circumstances beyond the Consultant's control have impeded the Consultant's ability to complete the Scope of Work within the Term.

5. Additional Work. No work in addition to that set forth in the Scope of Work shall be performed by Consultant without the prior written consent of the Library. In the event that Library determines, in its sole discretion, that services in addition to those set forth in the Scope of Work are required, the written direction of the Library to Consultant requesting that it perform such additional services shall constitute an amendment to this Contract to which all terms and conditions set forth herein shall apply. Consultant shall bill for such additional work at the rates set forth in a rate schedule that shall be approved by the Library Director prior to beginning any additional work.

6. Consideration for Services; Consultant's Accounting Records.

a. Library agrees to compensate Consultant for services rendered pursuant to this Contract in accordance with the following schedule; Payment shall be made within twenty-one (21) days after the date of each invoice received by Library. Invoices shall be provided to Library by Consultant monthly through the Term.

b. Records of Consultant's time applied to the Scope of Work and accounting records for the project shall be kept on a generally recognized accounting basis and shall be available to the Library for inspection and copying, upon reasonable notice, at time mutually convenient to the Library and Consultant.

7. Contacts With Library. Whenever during the Term Consultant requires direction, approval or other services of the Library, such direction, approval or provision of other services shall be by the Library Director, or her designee. Consultant is not, nor shall Consultant hold itself, its agents, or its employees to be, employees or agents of the Library.

8. Suspension, Abandonment or Termination Without Cause. If at any time Library determines to suspend indefinitely or abandon the work which is the subject of this Contract, or shall require the Consultant to suspend or abandon the performance of its services, or decides to terminate this Contract without cause, the Library may do so with fourteen (14) days written notice to Consultant of such suspension, abandonment or termination. Consultant shall be entitled to payment for the portion of the particular phase or step of the Scope of Work in which Consultant is engaged at the time such notice is served and for all phases or steps in the Scope of Work which Consultant has completed at the time of such notice.

9. Termination With Cause. In addition to the right of Library to suspend, abandon or terminate without cause, as set forth in Section 8 above, Library shall have the right, upon five (5) days written notice to Consultant, to terminate this Contract for Consultant's failure to promptly perform or provide efficient and complete work as set forth in the Scope of Work. Upon service of the notice required by this Section 9, Consultant shall immediately terminate all work pursuant to this Contract and Library shall be obligated to Consultant for only those portions of the Scope of Work which were timely, efficiently and completely performed to the date of such service.

10.1 Liability Insurance. The Consultant shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of the Agreement a policy of comprehensive liability insurance in which the Agency is the named insured or is named as an additional insured with the Consultant and shall furnish a Certificate of Liability Insurance to the City of Glendora, City Clerk before execution of this Agreement by the Agency. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

- a. Include the Agency as the insured or named as additional insured covering the service to be performed under this Agreement, whether liability is attributable to the Consultant or the Agency
- b. Insure the Agency, its officers, employees, servants and agents while acting within the scope of their duties under this Agreement against all claims arising out of or, in connection with, the Agreement.
- c. Provide the following minimum limits:

Bodily injury	-\$250,000 each person -\$500,000 each occurrence -\$500,000 aggregate products and completed operations
Property damage	-\$100,000 each occurrence -\$250,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits. The Consultant may file insurance acceptable to the Agency covering more than one project.

- d. Bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the Agency shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the expiration or cancellation is effective.

10.2 Workers Compensation Insurance. The Consultant shall furnish a certificate of Workers' Compensation Insurance Policy to the City of Glendora, City Clerk before execution of this Agreement by the Agency and agree to the following certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work. The consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Library Director before execution of this Agreement by the Agency. The Agency, its officers, employees, servants and agents shall not be responsible for any claims in

law or equity occasioned by failure of the Consultant to comply with this section. Every compensation insurance policy shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration of proposed cancellation of such policy for any reason whatsoever, the Agency shall be notified by registered mail, postage prepaid, return receipt requested, giving the Consultant a sufficient time to comply with applicable law, but in no event less than thirty (30) days before expiration or cancellation is effective.

10.3 Attorney's Fees. If any action at law or in equity, including an action for declaration relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

10.4 Indemnification Clause. The Consultant shall indemnify, defend and hold harmless the Agency and its officers, employees, servants and agents from, any claim, demand damage, loss, liability, cost or expenses, including reasonable attorney's fees, court costs and necessary disbursements, for any damage, proximately resulting from the performance of this Agreement, except such damage as is caused by the sole negligence of the Agency or any of its officers, employees, servants or agents or contractors in the performance of this Agreement.

10.5 Entire Agreement. This Agreement and any documents or instrument attached hereto or referred to herein integrate all terms and conditions mentioned herein or incidental hereto and supersede all negotiations and prior writing in respect to the subject matter hereof.

In the event of conflict between the terms, conditions or provisions of this Agreement and any such document or instrument, the terms and conditions of this Agreement shall prevail.

10.6 Effective Date and Number of Copies. This Agreement is made in three (3) duplicate originals and shall be effective from and after the date it is signed by the representatives of this Agency.

10.7 Additions and Modifications.

10.7.1 Breach of Contract. If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10.7.2 Legal Responsibilities. The Consultant shall keep itself informed of State and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The consultant shall at all time observe and comply with all such laws and regulations. The Agency, its officers, employees, servants and agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

10.7.3 Notice. Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to the Library Director of the City of Glendora at 140 S. Glendora Avenue, Glendora, California 91741, and to the Consultant at 1200 East Alost Avenue, Suite #203, Glendora, California 91740 unless and until different addresses may be furnished in writing by either party to the other. Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service. This shall be a valid and sufficient service of notice for all purposes.

10.7.4 Time for Performance. The Consultant agrees that is shall diligently and responsibility pursue the performance of the services required of it by this Agreement and that said services shall commence on the day the agreement is signed and be completed no later than March 15, 1998. If a delay beyond the control of the consultant is encountered, a time extension may be mutually agreed upon in writing by the Agency and the Consultant. The Consultant shall present documentation satisfactory to the Agency to substantiate any request for a time extension upon execution of formal amendment to this Agreement.

#### 11. Indemnity.

Library agrees to defend, protect, indemnify and hold Consultant, its officers, employees and agents harmless from and against any and all claims or liability arising out of negligence or errors, including incorrect data or information provided by Library, its appointed and elected officers, employees or agents other than Consultant.

Consultant agrees to defend, protect, indemnify and hold Library, its elected and appointed officers, employees and agents harmless from and against any and all claims or liability arising out of negligence or errors by Consultant, its appointed and elected officers, employees or agents.

12. Final Discretion. Final discretion with respect to any discretionary matter related to this Contract, Additional Work and all work performed by Consultant pursuant to this Contract shall rest with the Library Director and all work performed by Consultant pursuant to this Contract shall be to the satisfaction of the Library Director.

13. Conflict. Consultant declares and states that Consultant has performed no work for any private developer or other person which would give rise to a conflict of interest or permit a conflict of interest to exist or be perceived to exist with respect to this Contract. Consultant further declares and states that, during the Term of this Contract, Consultant will accept no work for, or enter into any contract with, a private developer or other person which would give rise to a conflict of interest or permit a conflict of interest to exist or be perceived to exist with respect to this Contract.

#### 14. Miscellaneous Provisions.

14.1 Complete Agreement. This Contract constitutes the complete agreement by the parties with respect to the matters contained herein. All prior or contemporaneous, written or oral, understanding by and between the parties are superseded by this Contract.

14.2 Assignment. Consultant shall not assign this Contract or any rights, privileges or obligations Consultant has pursuant to this Contract without the prior written consent of the Library.

14.3 Construction. This Contract has been entered into in the State of California and shall be construed pursuant to the laws of said state. Paragraph numbers, headings and other marks indicating divisions within this Contract are for ease of reference and reading and shall not be construed to change the plain language of this Contract. Whenever in the context of the language of this Contract the use of gender or number is inconsistent with the intent of the language, the gender or number shall be construed to be consistent with the plain language of the text to which it relates. Number and gender shall also be construed to include all applicable numbers or genders as appropriate to the intent of this Contract.

14.4 Legal Action.

a. Legal Action Between the Parties. The parties agree that jurisdiction and venue for any dispute arising between them out of this Contract and which results in legal action by one party against the other party shall be in Los Angeles County, California. The prevailing party in such an action shall be entitled to receive from the other party the reasonable attorney's fees and costs expended by the prevailing party in an amount fixed by the judge hearing the case and such fee shall be included in any judgment rendered with respect to such dispute and litigation.

b. Legal Action by Third Party. Should any legal action be brought against the Library related to the work performed pursuant to this Contract by a party other than Consultant (a "third party") which requires the testimony of Consultant, if Consultant is not a party to the action brought by the third party, Library shall compensate Consultant for its testimony at deposition and trial and preparation to testify at Consultant's hourly rates as they exist at the time such testimony is required.

14.5 Signing Party. Each party represents to the other party that the person or persons signing on behalf of the representing party is the person or are the persons authorized to enter into this Contract upon the behalf of the representing party.

14.6 Notice, Correspondence and Other Communication. Control and administration of this Contract is under the jurisdiction of the City Manager of the Library. All notices pursuant to this Contract shall be given in writing and personally delivered or deposited in the United States Mail, postage prepaid, addressed as follows:

IF TO CITY:

Glendora Public Library  
Anne Pankow, Administrative Services Supervisor  
140 S. Glendora Ave.  
Glendora, CA 91741

IF TO CONSULTANT:

Norman R. Nichols, Architect, Inc.  
1200 E. Alostia Ave., Suite 203  
Glendora, CA 91741

Notices and correspondence delivered personally shall be deemed received when delivered. Notices and correspondence deposited in the United States Mail, postage prepaid, shall be deemed delivered three (3) days after the postmark showing deposit in the United States Mail.

14.7 Counterparts. This Contract shall be executed in two (2) original counterparts, one of which shall be delivered to the Consultant and one of which shall be delivered to the Library, and both of which shall be deemed an original for all purposes related to this Contract.

WHEREFORE, this Contract has been executed below by Consultant and Library, acting by and through the Library Director and City Clerk, as of the date first noted above.

CITY OF GLENDORA, a general law city  
organized pursuant to the laws of the State  
of California

By: \_\_\_\_\_  
Constance J. Tiffany, Library Director

By: \_\_\_\_\_  
Norman R. Nichols, Architect, Inc.  
1200 E. Alostia Ave., Suite 203  
Glendora, CA 91741

RFP

# Library of Glendora Request for Proposal Architectural Plans

## ADA Compliance of Restrooms - Glendora Public Library

This is a Request for Proposal to provide architectural plans and drawings to upgrade the four restrooms at the Glendora Public Library for ADA compliance.

You are invited to submit a proposal to be received no later than 10:00 a.m. on Monday, **May 19, 1997**, at which time all bids will be publicly opened and read aloud in the City Council Chambers at 116 E. Foothill Blvd., Glendora, California, 91741. Please return a statement of qualifications and an estimate of costs for the proposed work to:

**Anne Pankow, Administrative Services Supervisor  
Glendora Public Library  
140 S. Glendora Ave.  
Glendora, CA 91741  
818-852-4893**

There will be a pre-bid job walk on Thursday **May 13, 1997** at 9:00 a.m.. We will meet in the downstairs lobby of the Glendora Public Library at 140 S. Glendora Public Library at 140 S. Glendora Ave. Please call before this date to RSVP. **Attendance at this pre-bid job walk by the architect or a representative is mandatory.**

## II. INTRODUCTION

The Library is seeking to retain the services of a qualified and experienced architect in ADA compliance, in particular with regards to restrooms. The architect will need to visually evaluate the four library restrooms located in the Glendora Public Library and based upon that evaluation and in consultation with Library staff, develop a rehabilitation or reconstruction strategy.

The architect shall create plans that will clearly indicate exactly what each restroom will require to comply with the most current ADA requirements. The plans shall include a floor plan for each restroom and specific locations of all necessary restroom items, such as, but not limited to, sinks, toilets, soap dispensers, paper towel dispensers, seat cover dispensers, mirrors, electric hot water heaters, and diaper changing stations.

The proposal shall also contain such other information that the consultant feels vital to the development of a comprehensive improvement restoration project.

### III. GENERAL SCOPE OF WORK

The following is a general outline of the scope of work to be provided by the consultant. It is intended as a guide only, and the specific scope of work to be provided by the consultant must be included in the proposal. The following descriptions are not intended to exclude any firm from their ability to perform work as outlined.

While it is believed the project requirements set forth in the Request for Proposal are in a logical sequence and include all elements essential for a comprehensive project evaluation and improvement plan, those submitting proposals are advised to include any subject or procedure which they believe has been overlooked. They may also note required items which they believe to be excessive or extraneous. The cost of such items to be added or deleted should be separately noted in the proposal. Similarly, any additional costs which must be expended to make the projects complete shall be identified and listed separately in the proposal. It should be understood that the Library requires a separate proposal for each of the four identified project areas, namely each library restroom. The Library reserves the right to award each project area separately or combine them in any configuration that is most advantageous to the Library.

A. The actual proposal should include the following for each project area:

1. A proposed schedule of work and the services to be provided by the Consultant.
2. A 24" x 36" black line mylar plan with appropriate elevations and details of the proposed reconstruction including title block, Vicinity Map, Construction Notes, etc. Said mylar shall be submitted to the Library Director.
3. Submittal of blueline check prints of the completed plan for review by the Library Director, and revisions by the Consultant until the plan is accepted by the Building Division Plan Checker.
4. Submittal of construction item lists with quantity extensions and definitions suitable for bidding purposes (use City Specification format). Also included shall be an engineer's cost estimate for each item.
5. The proposal shall include having a Consultant representative available to attend meetings with Library staff to discuss the goals of these projects, and to attend the pre-construction meeting with the contractor once the project has been awarded.

6. The proposal shall include the preparation and submittal of As-Built drawings upon project completion

#### IV. FORMAT

In order to facilitate the review and evaluation of the proposals, all proposals shall be organized using the following outline format:

##### 1. Statement of Qualifications and Experience

Include a brief resume of your firm's background and expertise, especially in the area of ADA restroom compliance. The resume shall also include names, special qualifications, and work assignments of your project staff, if pertinent. Include any references of former clients for whom similar work has been performed.

Include the address and telephone number of your main office and regional or local offices from which the work is to be directed. Also list the names, addresses and telephone numbers of any subcontractors you intend to use. State the names and qualifications of all persons to be assigned major project involvement.

##### 2. Scope and Services

Describe in detail your perception of the work required, including refinements of the description and tasks outlined herein which you think are appropriate. Describe how your personnel, equipment and services will be utilized and estimate their time involved in various activities.

##### 3. Time Schedule

Provide a detailed time schedule for all project activities. It should be understood that these projects must be completed so as to allow project award by June, 1997. To allow ample time for advertising and bid opening procedures, the finished plans and specifications will need to be completed and available by June 2, 1997.

##### 4. Information and Services to be Provided by the Library

Prepare and submit a detailed listing of all information and services to be provided by the Library. If Library personnel are expected to participate in any portion of the data collection, the proposal shall contain an estimate of the number of man-hours of Library personnel time that will be required to complete the task. The Library staff will be responsible for assembling the project

documents and specifications. Library staff will administer the project during construction and serve as project coordinator. All meetings, notifications, and invoices shall be handled by Library staff.

The consultant shall be expected to provide technical support as the **design architect** and be available to evaluate changes and/or substitution requests.

## 5. Compensation

The proposal should include the estimated cost per design element, i.e. the preparation and submittal of As-Built drawings, assisting library staff at pre-construction meetings with the contractor, technical support to evaluate changes once construction has begun or other measurable units for the work to be performed, and a maximum cost which is anticipated for each and a total for the entire project. Additionally, a specific hourly fee rate for any required additional work not included in the proposal.

## V. EVALUATION CRITERIA

Library Selection Committee will determine and recommend the most qualified firm by applying the following criteria:

1. Project team qualification and professional experience.
2. Experience of firm in ADA compliance and retrofitting.
3. Technical approach to project including suggested work outline and time schedule in meeting the scope of the project.
4. Amount of Library personnel time necessary to help develop and complete project plans and specifications.
5. Overall cost of proposed services.

## VI. ADDITIONAL INFORMATION

The selected Consultant will be required to execute a City of Glendora Agreement for Professional Consulting Services. A sample agreement, showing the typical requirements and content, is attached for your information.

The selected Consultant and sub consultants are required to have a current City of Glendora business license.

All interested parties are invited to contact this office to learn more about the project areas and address any questions about the requested services. All inquiries should be directed to Anne Pankow, Glendora Public Library, 818-852-4893.

Anne Pankow  
Administrative Services Supervisor

**Glendora Public Library  
Memorandum**

**To:** Connie Tiffany, Library Director  
**From:** Anne Pankow, Administrative Services Supervisor  
**Date:** June 2, 1997

I am requesting that the ADA Library Restroom Retrofit Capital Project be carried over to the new fiscal year beginning July 1, 1997. The amount I am asking to be carried over is approximately \$13,000. The amount of \$3,000 will be encumbered this fiscal year for the RFP for an architect's services. The project has been delayed due to an unforeseen but necessary need for architectural drawings before beginning the formal bid process for a contractor **and** time constraints.

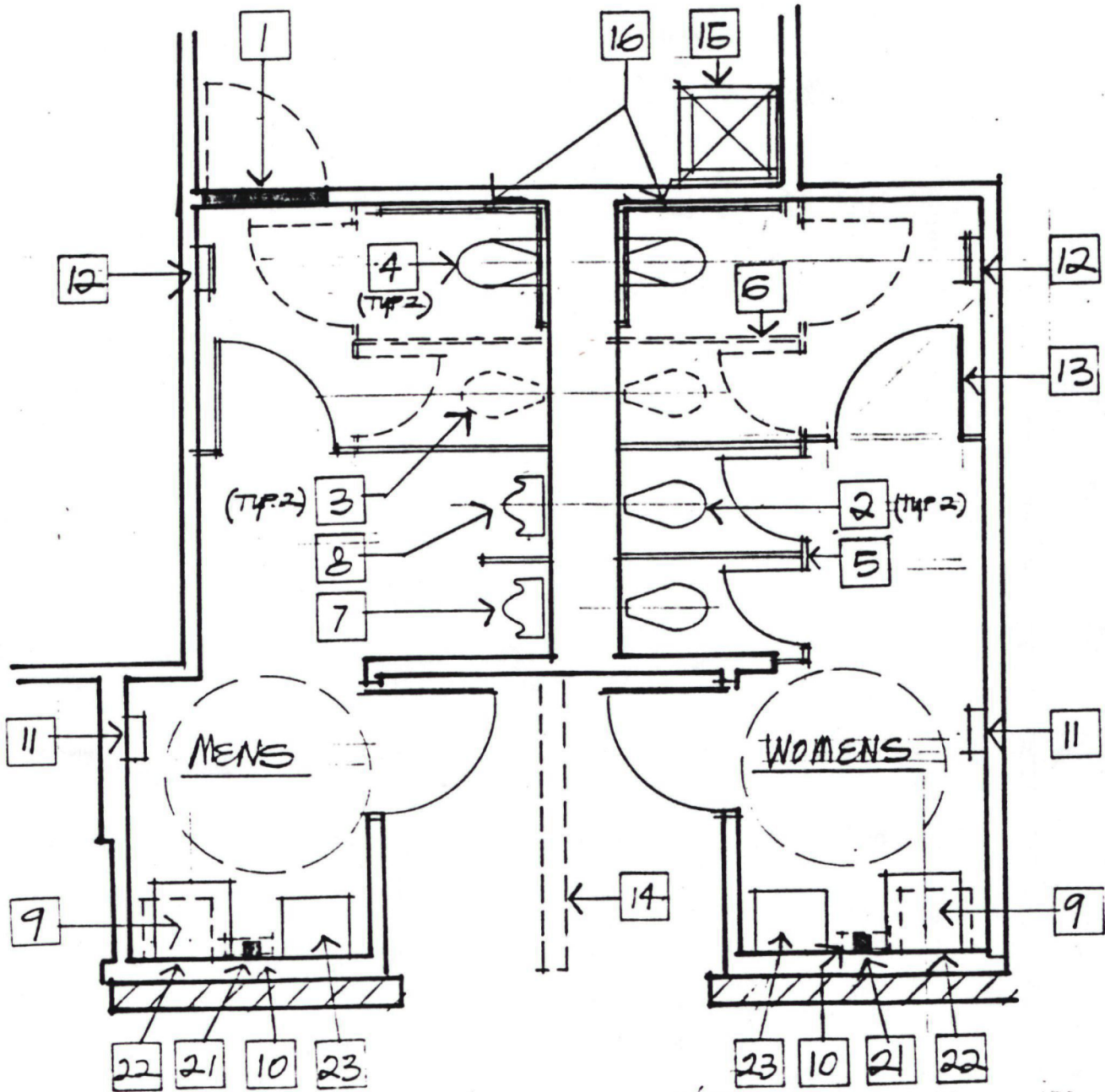
-Since this is my first capital project, I have been working closely with Public Works conferring on all aspects of the capital project, which prolongs the process.

-After preparing all the necessary paperwork to begin the formal bid process for a contractor, I was strongly advised to have architectural drawings and specs for the restroom retrofit. I agreed and began the formal process for a Request for Proposal.

-I began this process at the same time the Building and Safety Superintendent retired. The city has retained the services of a part-time consultant to temporarily perform the duties of the Building and Safety Superintendent. As part of the RFP process, I had to schedule a walk through with the architects interested in bidding on the job. I was advised to have the part-time consultant attend the walk-through with me and assist me in explaining the project to the interested architects. I appreciated the offer. I had to schedule the walk-through at the consultant's convenience which delayed the process by several weeks as the consultant had prior commitments.

-I did not receive any acceptable RFP proposals, which again delayed the process.

-I am now negotiating with an architect to draw up the necessary plans and should have an acceptable proposal this week. Unfortunately, it is now too late in this fiscal year to begin the formal bid process to find a contractor to do the work in the restrooms **and** award the contract and encumber the money.

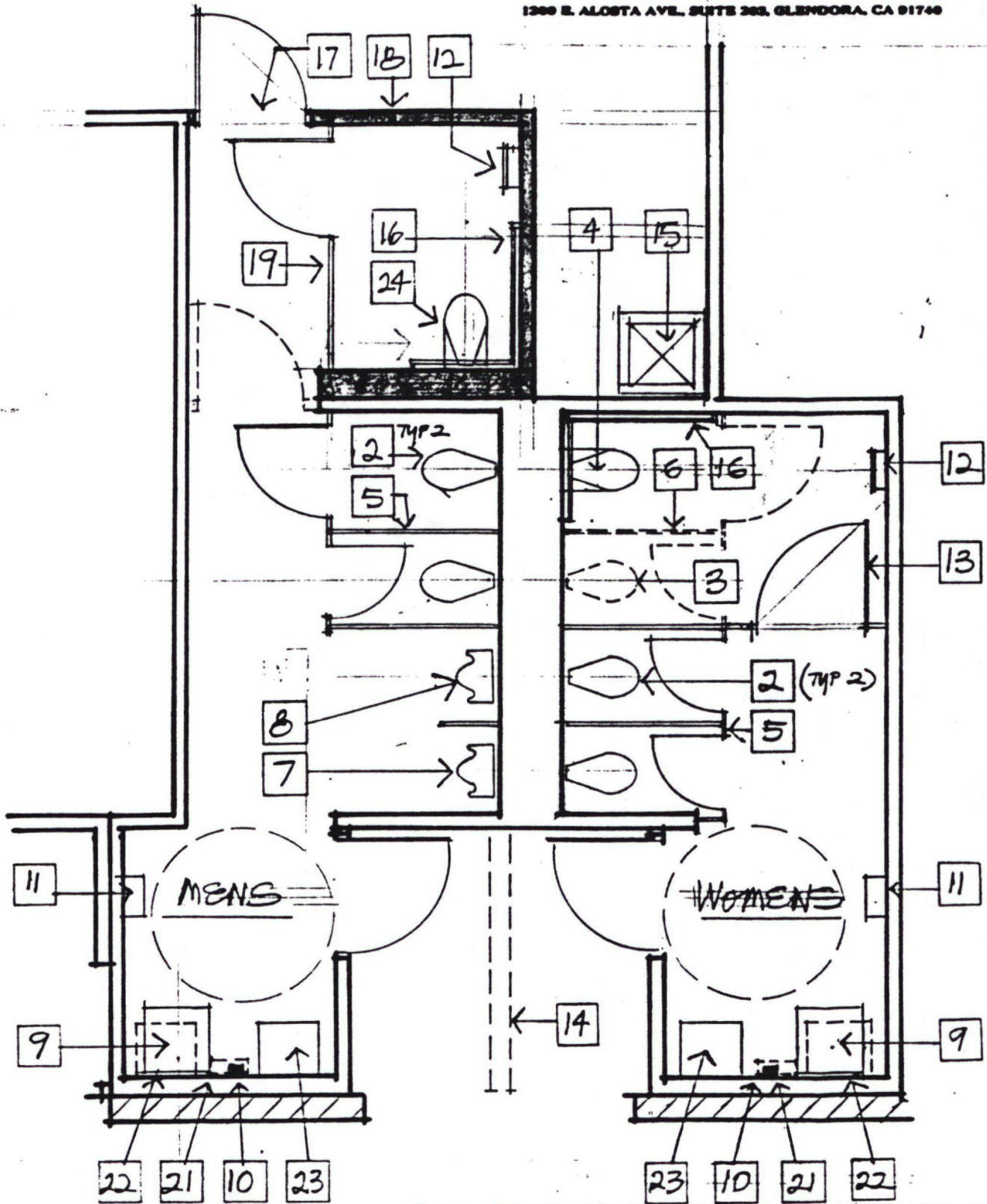


GLENDORA PUBLIC LIBRARY RESTROOM RETROFIT

# OPTION A

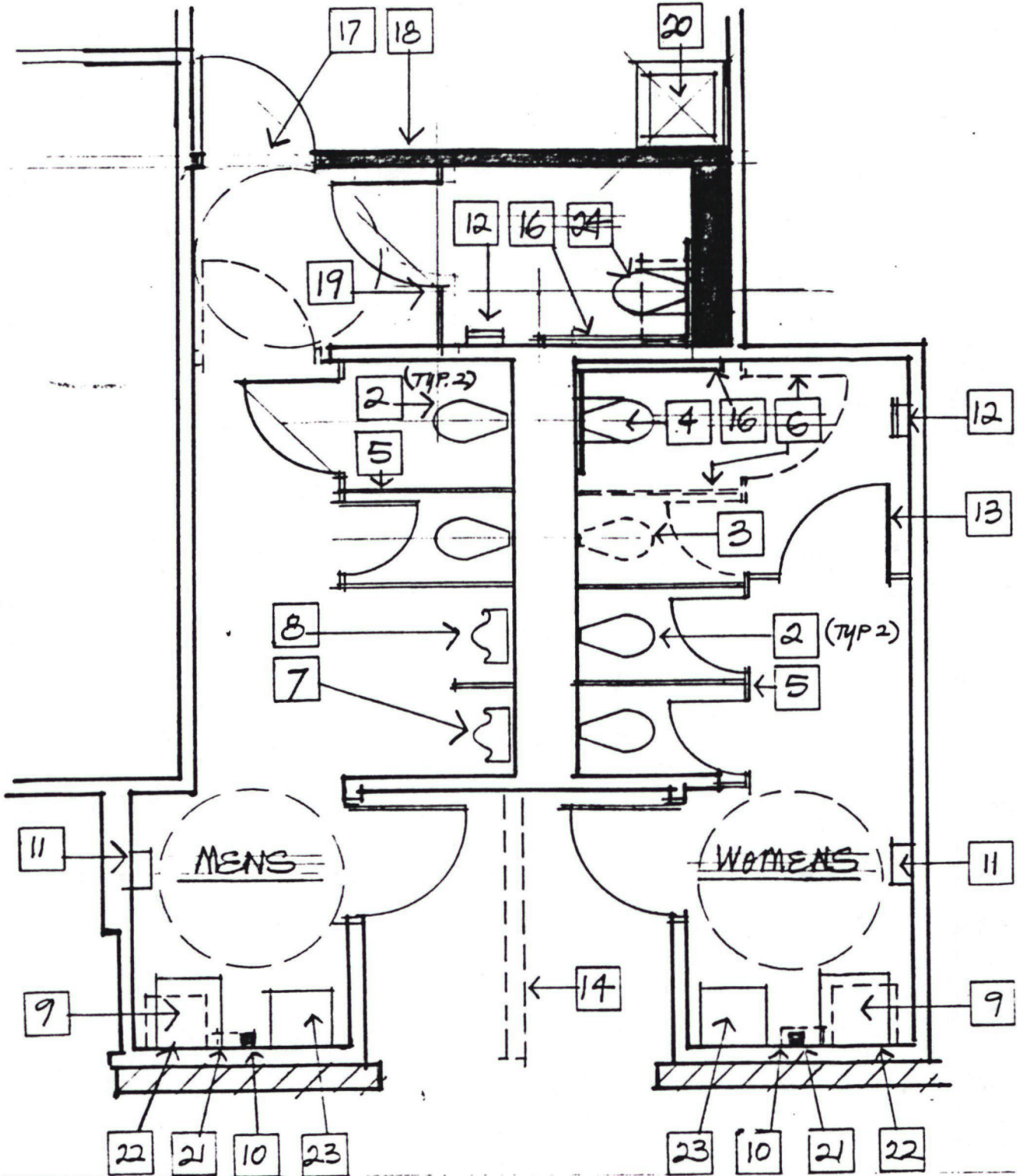
SCALE 1/4" = 1'-0"





GLENDORA PUBLIC LIBRARY RESTROOM RETROFIT

# OPTION C



GLENDORA PUBLIC LIBRARY RESTROOM RETROFIT

# OPTION D

# NOTES SCHEDULE

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- 1 REMOVE EXISTING DOOR AND FRAME. INFILL OPENING (MATCH FINISH MATERIALS)
- 2 EXISTING TOILET (TO REMAIN)
- 3 REMOVE EXISTING TOILET AND CAP OFF
- 4 REMOVE EXISTING TOILET AND INSTALL NEW HANDICAPPED TOILET
- 5 EXISTING TOILET PARTITION (TO REMAIN)
- 6 EXISTING TOILET PARTITION (REMOVE AND RE-USE IN NEW CONFIGURATION SHOWN)
- 7 EXISTING URINAL (TO REMAIN)
- 8 LOWER EXISTING URINAL TO NEW HANDICAPPED HEIGHT OF 17" TO RIM
- 9 REMOVE EXISTING WALL HUNG LAVATORY ASSEMBLY AND INSTALL NEW HANDICAPPED WALL HUNG LAVATORY AND NEW CARRIER
- 10 REMOVE EXISTING PAPER TOWEL DISPENSER AND WASTE RECEPTACLE UNIT
- 11 LOCATION FOR NEW PAPER DISPENSER AND WASTE RECEPTACLE UNIT
- 12 LOCATION FOR DIAPER CHANGING STATION
- 13 CONSTRUCT NEW  $\pm$  3' - 3" WIDE PARTITION GATE FROM EXISTING PARTITION MATERIAL
- 14 REMOVE EXISTING WALL PATCH CEILING, WALL AND FLOOR
- 15 EXISTING FLOOR MOP SINK
- 16 NEW TWO-WALL' HANDICAPPED GRAB BAR
- 17 RELOCATE EXISTING DOOR AND FRAME
- 18 NEW WALL (SHADED)
- 19 NEW TOILET PARTITION
- 20 RELOCATE EXISTING FLOOR MOP SINK
- 21 LOCATION FOR NEW SOAP DISPENSER AT HANDICAPPED HEIGHT
- 22 RE-INSTALL EXISTING MIRRORS WITH BOTTOM EDGE AT 40" MAX ABOVE FINISH FLOOR
- 23 REMOVE EXISTING WALL HUNG LAVATORY ASSEMBLY AND INSTALL NEW WALL HUNG LAVATORY AND NEW CARRIER
- 24 INSTALL NEW HANDICAPPED WALL HUNG, FLUSH VALVE TOILET ON NEW METAL STUD WALL. SAW-CUT FLOOR AND REMOVE. POUR NEW 4" THICK FLOOR SLAB (DEPRESSED FOR BEDSET TILE) AND NEW RAISED CONCRETE FOR WALL (MATCH EXISTING)

# Norman R. Nichols, Architect



1200 East Alost Avenue, Suite 203  
Glendora, CA 91740

DATE
3/3/98

INVOICE #
45

CLIENT
Glendora Public Library 140 S. Glendora Avenue Glendora, CA 91741  Attn: Ann Pankow

PROJECT
A.D.A. Restroom Compliance Glendora Public Library 140 S. Glendora Avenue Glendora, California

## INVOICE FOR PROFESSIONAL SERVICE RENDERED

CUSTOMER P.O.	TERMS	NRN JOB #
2997	Due on receipt	9807

ITEM	QUANTITY	RATE	DESCRIPTION	AMOUNT
Principal	4	85.00	Architectural fee per lump sum contract	340.00
Employee 1	14	70.00		980.00
Employee 3	7.5	52.00		390.00
Employee 4	1	30.00		30.00
Employee 1	9	70.00	ADDITIONAL SERVICES: Provide conceptual drawings for optional restroom layouts	630.00

COMPENSATION DUE

\$2,370.00

**NORMAN R. NICHOLS**  
**A R C H I T E C T**



March 4, 1998

Glendora Public Library  
140 East Foothill Blvd.  
Glendora, CA 91741

Attn: Ann Pankow  
Administrative Assistant

Re: ADA Restroom Compliance

Dear Ann,

Due to the additional project requirement of retaining the door to the Janitors Room from the Men's Restroom, the Scope of Work for this Project has changed from its original description. Additional concept drawings for possible options have been provided and the selected layout (Option C) will require additional contract document services.

Per our contractual agreement, Recitals, Item #5, additional work other than that set forth in the Scope of Work shall not be performed without prior written consent of the Library.

Please contact our office at your earliest convenience to discuss any impact that this matter may have on the performance of the contract.

Sincerely,

Norman R. Nichols  
Architect



**NORMAN R. NICHOLS**  
**ARCHITECT A. I. A.**  
1200 E. ALOSTA AVE., SUITE 203, GLENDORA, CA 91740

Glendora Public Library  
140 East Foothill Blvd.  
Glendora, CA 91741

Attn: Ann Pankow  
Administrative Assistant



91741+3233



**NORMAN R. NICHOLS**  
**A R C H I T E C T     A . I . A .**



May 28, 1997  
Revised May 29, 1997

Ann Pankow, Administrative Services Supervisor  
Glendora Public Library  
140 South Glendora Avenue  
Glendora, California 91741

Re: A.D.A. Restroom Compliance

Dear Ann,

It was a pleasure for me to meet with you last week to discuss the reconstruction of the public restrooms to meet access requirements of the Americans With Disabilities Act and Title 24 of the California Administrative Code. After our discussion and my brief inspection of the restroom facilities, I am pleased to submit for your approval the following proposal for architectural services.

**SCOPE OF WORK**

Reconstruct existing restrooms as required to bring them into compliance with governmental requirements within the confines of the existing walls.

1. Remove one water closet in each restroom to provide sufficient clearance for access.
2. Enlarge doors to handicapped stalls to meet minimum requirements.
3. Re-use existing partition materials to form new configuration of spaces.

4. Raise existing wall hung water closets to meet handicapped height standards. Replace existing raised seats.
5. Replace one lavatory in each restroom with fixture that meets handicapped standards.
6. Relocate and replace one urinal in men's restroom to meet height requirements.
7. As an alternate, replace all existing sinks and urinals to provide matching fixtures.
8. Supply hot water to all lavatories with new hot water heater or tie into existing system.
9. Remove and replace existing ceramic tile as required for fixture relocation. Tile to match existing as closely as possible or be installed in a pattern to minimize the appearance of patching.
10. Install new grab bars, accessories, mirrors, etc. in types and locations to meet handicapped standards.
11. Evaluate the location of diaper changing stations in each restroom and install where possible.

All work shall be in keeping with the existing structure, finish materials and constructions methods.

#### **PROPOSAL FOR ARCHITECTURAL SERVICES**

- A. Services to be provided by the architect
  1. Visitations to the site to verify and draw existing conditions, as required.
  2. Necessary conferences with you to determine further the scope of the work including layout, use of materials and construction methods.

3. Preliminary drawings including floor plans and elevations in sufficient detail for your review.
4. Preparation of working drawings and specifications for construction and governmental compliance.
5. Aid in submitting required documents to governmental bodies having jurisdiction.
6. Construction administration including periodic visits to the construction site to verify the compliance of the work with the contract documents.

B. Owner's responsibilities

1. The owner shall provide full information including a program, which shall set forth the owner's design objective, constraints and criteria.
2. The owner shall furnish copies of original drawings of the building including architectural, structural, mechanical, plumbing and electrical drawings as available.

C. Compensation to the architect

1. Compensation for the services outlined in paragraph A will be on an hourly basis in accordance with attached Schedule of Hourly Rates.
2. Compensation for the services of professional consultants engaged for normal structural, mechanical and electrical engineering will be in addition to the hourly rates and will be charged at a multiple of one and one tenths (1.1) times the amount billed to the architect for such services.
3. Expenses for the reproduction of drawings and specifications, excluding copies for architect's office use and fees paid for securing approval of authorities having jurisdiction over the project are in addition to architectural fees and will be reimbursed at a multiple of one and one tenth (1.1) times the amount expended by the architect.

D. Payments to the architect

Payments shall be made monthly in proportion to the services performed upon presentation of the architect's statement.

E. **Estimated Fee**

It is anticipated that the work outlined in paragraph A, items 1 through 6, will require the following:

1.	Verify and draw existing conditions	\$ 260.00
2.	Develop preliminary design solutions to include plans and interior elevation studies	480.00
3.	Prepare construction documents	1,320.00
4.	Bidding and negotiations	400.00
5.	Construction Administration	<u>750.00</u>
	Estimated Fee	\$ 3,210.00

In the event that unforeseen circumstances arise which would materially affect this estimate either by change of program requirements or by the discovery of unknown existing conditions, I will notify you immediately to adjust the total compensation for services if necessary.

**Neither the Architect, the Architect's consultants nor their agents or employees shall be jointly, separately, or individually liable in excess of the compensation to be paid pursuant to the agreement by any reason of an act of omission, including breach of contract or negligence not amounting to willful or intentional wrong.**

Glendora Public Library

May 28, 1997

Revised May 29, 1997

This agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

If you have any questions regarding this proposal, please feel free to contact me at any time. Your signature on the second copy of this proposal, returned to this office, will serve as our notice to proceed.

Thank you for the opportunity to present this proposal to you.

Very truly yours,



\_\_\_\_\_  
Norman R. Nichols.  
Architect, A.I.A.  
C-3674

\_\_\_\_\_  
Accepted

\_\_\_\_\_  
Dated

NRN:lr

Schedule of Hourly Rates



*AIA Document B141*

# Standard Form of Agreement Between Owner and Architect

**1987 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

## AGREEMENT

made as of the **TENTH** day of **OCTOBER** in the year of  
Nineteen Hundred and **NINETY SEVEN**

### **BETWEEN** the Owner:

*(Name and address)* **THE CITY OF GLENDORA COMMUNITY SERVICES DEPARTMENT  
116 E. FOOTHILL BLVD.  
GLENDORA, CA 91741  
HEREINAFTER ALSO REFERRED TO AS THE "AGENCY"**

### and the Architect:

*(Name and address)* **NORMAN R. NICHOLS, ARCHITECT, INC.  
1200 E. ALOSTA AVE., SUITE 203  
GLENDORA, CA. 91741  
A CORPORATION HEREINAFTER ALSO REFERRED TO AS THE "CONSULTANT"**

### For the following Project:

*(Include detailed description of Project, location, address and scope.)*

**COMPLETE ARCHITECTURAL SERVICES FOR AN APPROXIMATE 13,500 SQUARE FOOT  
TEEN AND FAMILY CENTER. PROJECT TO BE LOCATED IN DAWSON PARK, A CITY  
OWNED PROPERTY ON DAWSON AVENUE IN THE CITY OF GLENDORA. PROJECT IS  
FURTHER DESCRIBED IN THE CITY'S REQUEST FOR PROPOSAL AND THE ARCHITECT'S  
RESPONSE ATTACHED HERETO AND INCORPORATED AS EXHIBIT A.**

The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

DELIVER TO  
ANNE PHILSON

# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 1

### ARCHITECT'S RESPONSIBILITIES

#### 1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed 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 may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. ~~Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.~~

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

## ARTICLE 2

### SCOPE OF ARCHITECT'S BASIC SERVICES

#### 2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

#### 2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

#### 2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, 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 Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

#### 2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction 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.

2.4.2 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 Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 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.

#### 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents ~~and of the latest preliminary estimate of Construction Cost~~, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

#### 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

**2.6.4** The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

**2.6.5** The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

**2.6.6** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**2.6.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**2.6.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

**2.6.9** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

**2.6.10** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**2.6.11** The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

**2.6.12** The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

**2.6.13** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

**2.6.14** The Architect shall ~~conduct inspections~~ <sup>REVIEW THE WORK</sup> to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**2.6.15** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

**2.6.16** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

**2.6.17** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**2.6.18** The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

**2.6.19** The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

##### **3.1 GENERAL**

**3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

##### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

**3.2.2** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

**3.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

##### **3.3 CONTINGENT ADDITIONAL SERVICES**

**3.3.1** Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

**3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

**3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

**3.3.4** Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

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

**3.3.6** Providing services made necessary by the default of the Contractor, 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.

**3.3.7** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

**3.3.8** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

**3.3.9** Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

##### **3.4 OPTIONAL ADDITIONAL SERVICES**

**3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.

**3.4.2** Providing financial feasibility or other special studies.

**3.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.

- 3.4.4** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5** Providing services relative to future facilities, systems and equipment.
- 3.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7** Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10** Providing detailed estimates of Construction Cost.
- 3.4.11** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12** Providing analyses of owning and operating costs.
- 3.4.13** Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14** Providing services for planning tenant or rental spaces.
- 3.4.15** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18** 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 60 days after the date of Substantial Completion of the Work.
- 3.4.19** Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 4**

### **OWNER'S RESPONSIBILITIES**

**4.1** The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**4.2** The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

**4.3** If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

**4.4** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**4.5** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

**4.6** The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

**4.6.1** The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

**4.7** The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

**4.8** The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

**4.9** The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

**4.10** Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

**4.11** The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

**ARTICLE 5**  
**CONSTRUCTION COST**

**5.1 DEFINITION**

**5.1.1** 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.

**5.1.2** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

**5.1.3** Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

**5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**5.2.1** Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

**5.2.2** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

**5.2.3** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**5.2.4** If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

**5.2.5** If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**ARTICLE 6**  
**USE OF ARCHITECT'S DRAWINGS,  
SPECIFICATIONS AND OTHER DOCUMENTS**

~~6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications and other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~ SEE ARTICLE 12.7.1

**6.2** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**ARTICLE 7**  
**ARBITRATION**

**7.1** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

**7.2** Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

**7.3** No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### ARTICLE 8

#### **TERMINATION, SUSPENSION OR ABANDONMENT**

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- 1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases; or

- 2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
  - 3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.
- SEE ARTICLE 12.7.2 & 12.7.3 <sup>2</sup> *TAH*

### ARTICLE 9

#### **MISCELLANEOUS PROVISIONS**

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 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.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and 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 Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and 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.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

SEE ARTICLES 12.7.4, 12.7.5 & 12.7.6

## ARTICLE 10

### PAYMENTS TO THE ARCHITECT

#### 10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### 10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

~~10.2.1.1 Expense of transportation in connection with the Project, expense in connection with authorized out-of-town travel, long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.~~

~~10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.~~

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

~~10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

#### 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

#### 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

#### 10.5 PAYMENTS WITHHELD

10.5.1 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 has been found to be liable.

#### 10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 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 available to the Owner or the Owner's authorized representative at mutually convenient times.

## ARTICLE 11

### BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

#### 11.1 AN INITIAL PAYMENT of NONE

shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

Dollars (\$ 0 )

#### 11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

A STIPULATED SUM NOT TO EXCEED NINETY EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$98,800.00)

**11.2.2** Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

*(Insert additional phases as appropriate.)*

Schematic Design Phase:	percent (15 %)
Design Development Phase:	percent (20 %)
Construction Documents Phase:	percent (50 %)
Bidding or Negotiation Phase:	percent ( 5 %)
Construction Phase:	percent (10 %)
<hr/>	
Total Basic Compensation:	one hundred percent (100%)

### **11.3 COMPENSATION FOR ADDITIONAL SERVICES**

**11.3.1** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

**COMPENSATION SHALL BE BY MUTUAL CONSENT**

**11.3.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

**IN ACCORDANCE WITH THE ATTACHED SCHEDULE OF HOURLY RATES**

**11.3.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **ONE & ONE TENTH ( 1.10 )** times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 12, if required.)*

### **11.4 REIMBURSABLE EXPENSES**

**11.4.1** FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **ONE AND ONE TENTH ( 1.10 )** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

### **11.5 ADDITIONAL PROVISIONS**

**11.5.1** IF THE BASIC SERVICES covered by this Agreement have not been completed within **TWELVE ( 12 )** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2. **SEE ARTICLE 12.7.7**

**11.5.2** Payments are due and payable **THIRTY ( 30 )** days from the date of the Architect's invoice. Amounts unpaid **THIRTY ( 30 )** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)* **1% PER MONTH ON THE UNPAID BALANCE OR AT THE MAXIMUM**

**LEGAL RATE OF INTEREST SHOULD THE MAXIMUM RATE BE LESS.**  
*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

SEE ARTICLE 12.7.8 n. *ABTB*

**ARTICLE 12**  
**OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

SEE ATTACHED PAGES FOR ARTICLE 12

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

OWNER

*James B. Henderson*  
\_\_\_\_\_  
(Signature)

*JAMES B. Henderson*  
\_\_\_\_\_  
(Printed name and title)

ARCHITECT

*Norman R. Nichols c-3674*  
\_\_\_\_\_  
(Signature)

*NORMAN R. NICHOLS, PRESIDENT*  
\_\_\_\_\_  
(Printed name and title)

**ARTICLE 12  
OTHER CONDITIONS OR SERVICES**

**12.1 LIABILITY INSURANCE.** The Consultant shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of the Agreement a policy of comprehensive liability insurance in which the Agency is the named insured or is named as an additional insured with the Consultant and shall furnish a Certificate of Liability Insurance to the Director of Community Services before execution of this Agreement by the Agency. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

a. Include the Agency as the insured or named an additional insured covering the service to be performed under this Agreement, whether liability is attributable to the Consultant or the Agency.

b. Insure the Agency, its officers, employees, servants and agents while acting within the scope of their duties under this Agreement against all claims arising out of or, in connection with, the Agreement.

c. Provide the following minimum limits:

Bodily injury	- \$250,00 each person - \$500,000 each occurrence - \$500,000 aggregate products and completed operations
Property damage	- \$100,000 each occurrence - \$250,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits. The Consultant may file insurance acceptable to the Agency covering more than one project.

d. Bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the Agency shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the expiration or cancellation is effective.

**12.2 WORKERS COMPENSATION INSURANCE.** Before execution of this Agreement by the Agency, the Consultant shall file with the Director of Community Services the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work. The consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Director of Community Services before execution of this Agreement by the Agency. The Agency, its officers, employees, servants and agents shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section. Every compensation insurance policy shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the Agency shall be notified by registered mail, postage prepaid, return receipt requested, giving the Consultant a sufficient time to comply with applicable law, but in no event less than thirty (30) days before expiration or cancellation is effective.

**12.3 ATTORNEYS FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

**12.4 INDEMNIFICATION CLAUSE.** The Consultant shall indemnify, defend and hold harmless the Agency and its officers, employees, servants and agents from, any claim, demand damage, loss, liability, cost or expense, including reasonable attorney's fees, court costs and necessary disbursements, for any damage whatsoever, including but not limited to, bodily injury, death or injury to property, proximately resulting from the performance of this Agreement, except such damage as is caused by the sole negligence of the Agency or any of its officers, employees, servants or agents or contractors in the performance of this Agreement.

**12.5 ENTIRE AGREEMENT.** This Agreement and any documents or instrument attached hereto or referred to herein integrate all terms and conditions mentioned herein or incidental hereto and supersede all negotiations and prior writing in respect to the subject matter hereof.

In the event of conflict between the terms, conditions or provisions of this Agreement and any such document or instrument, the terms and conditions of this Agreement shall prevail.

**12.6 EFFECTIVE DATE AND NUMBER OF COPIES.** This Agreement is made in three (3) duplicate originals and shall be effective from and after the date it is signed by the representatives of this Agency.

**12.7 ADDITIONS AND MODIFICATIONS.**

**12.7.1 DELETE PARAGRAPH 6.1 AND SUBSTITUTE THE FOLLOWING:**

**6.1 OWNERSHIP**

**6.1.1** Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications, and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents.

**6.1.2 REUSE OF DOCUMENTS.** The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The owner shall indemnify and hold harmless the architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

**6.1.3 TRANSFER OF OWNERSHIP.** Under no circumstances shall the transfer of ownership of the Drawings, specifications, electronic data or other instruments of service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of MERCHANTABILITY or of fitness for a particular purpose.

**12.7.2 ADD THE FOLLOWING PARAGRAPH 8.8 TO ARTICLE 8:**

**BREACH OF CONTRACT.** If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right,

notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**12.7.3 ADD THE FOLLOWING PARAGRAPH 8.9 TO ARTICLE 8.**

**BANKRUPTCY.** The Agency shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgement against it to remain unsatisfied or unbonded or record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

**12.7.4 ADD THE FOLLOWING PARAGRAPH 9.10 TO ARTICLE 9:**

**INDEPENDENT CONTRACTOR.** The Consultant is and shall at all time remain as to the Agency a wholly independent contractor. Neither the Agency nor any of its officers, employees, servants or agents shall have control over the conduct of the Consultant or any of the consultant's officers, employees, servants or agents, except as herein set forth. The Consultant shall not any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees, servants or agents of the Agency.

**12.7.5 ADD THE FOLLOWING PARAGRAPH 9.11 TO ARTICLE:**

**LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of State and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The consultant shall at all time observe and comply with all such laws and regulations. The Agency, its officers, employees, servants and agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**12.7.6 ADD THE FOLLOWING PARAGRAPH 9.12 TO ARTICLE 9:**

**NOTICE.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to the Director of Community Services of the City of Glendora at 116 East Foothill Boulevard, Glendora, California 91741, and to the Consultant at 1200 East Alostia Avenue, Suite #203, Glendora, California 91740 unless and until different addresses may be furnished in writing by either party to the other. Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service. This shall be a valid and sufficient service of notice for all purposes. *change*

**12.7.7 ADD THE FOLLOWING PARAGRAPH TO 11.5.1.1 TO ARTICLE 11:**

**TIME FOR PERFORMANCE.** The Consultant agrees that it shall diligently and responsibly pursue the performance of the services required of it by this Agreement and that said services shall commence on October 8, 1997 and be complete no later than March, 1999.

If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the Agency and the Consultant. The Consultant shall present documentation satisfactory to the Agency to substantiate any request for a time extension upon execution of formal amendment to this Agreement.

**12.7.8 ADD THE FOLLOWING PARAGRAPH 11.5.4 TO ARTICLE 11:**

**PAYMENT.** Notwithstanding any other provisions of this Agreement, upon satisfactory completion of the services hereinabove described in "SCOPE OF SERVICES," THE Consultant shall be compensated based upon the satisfactory completion of each phase as stated in Exhibit A, but in no event shall the total amount exceed the stipulated sum including all reimbursable costs except those as described in Article 10.2

The Consultant shall be compensated using City of Glendora Community Redevelopment Agency funds. The Consultant will receive payment only after all supporting documentation is attached to each invoice for Agency review. No payment will be issued if such supporting documentation is not provided at the completion of each phase.

Glendora Public Library  
Memorandum

To: Connie, Library Director

From: Anne, Administrative Services Supervisor

Date: June 5, 1997

Attached is the standard **Contract for Consultant Services**. This complex contract was written primarily for building contractors where safety is a great concern and there is a need to protect the contractor and the City. I need to hire an architect for minimal architectural services to provide drawings of the library public restrooms.

I am requesting the following sections of the contract be removed as they do not pertain to the services that are required for this particular job. The sections I am asking to be removed are highlighted in yellow.

✓ **F.M. Diaz**  
233 West Bonita Avenue  
San Dimas, California 91773  
909 599-7357

✓ **Norm Nichols**  
1200 East Alostia Avenue  
Glendora, California 91741  
963-7711

NO **Rod Rodriquez**  
\_\_\_?\_\_\_ W. Leadora Avenue (The inspector didn't have his exact  
Glendora, California 91741 address.)  
335-2905

✓ **George Stoops Associates**  
414 S. Grand Avenue  
Covina, California  
332-3012 91724

✓ **Jackson Walters & Associates**  
890 E. Sierra Madre Avenue  
Glendora, California 91741  
335-7582

✓ **Architectural  
Technologies Inc.**  
100 N. Barranca  
West Covina 91791  
858-2021



# Glendora Public Library

Constance J. Tiffany, Director

140 S. Glendora Ave.  
Glendora, CA 91741  
TEL (818) 852-4891  
FAX (818) 852-4899

Fred M. Diaz, Architect  
233 W. Bonita Ave.  
San Dimas, CA 91733

May 20, 1997

Dear Mr. Diaz:

Thank you for your proposal of May 19, offering to provide certain architectural services in response to our Request for Proposal for ADA Compliance of Restrooms at the Glendora Public Library.

After carefully reviewing your proposal, we have concluded it does not adequately and fully address or respond to all the elements specified in our RFP, and as a result, we must reject your proposal.

We appreciate very much your meeting with us to review the project and we are sorry we cannot accept your proposal.

If you have any questions, please call me at 818-852-4891.

Sincerely,

Anne Pankow  
Administrative Services Supervisor