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RESOLUTION NO. 69-187

A RESOLUTION OF THE COUNCIL OF THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN, ON BEHALF OF THE CITY OF POMONA, AN AGREEMENT BETWEEN THE CITY OF POMONA AND CASHION-HORIE, ARCHITECTS, A.I.A.

_____, DATED June 30, 1969.

BE IT RESOLVED by the Council of the City of Pomona as follows:

SECTION 1. The Mayor of the City of Pomona is hereby authorized to sign, on behalf of the City of Pomona, an agreement between the City of Pomona and CASHION-HORIE, ARCHITECTS, A.I.A.

dated June 30, 1969. A copy of this agreement is attached hereto, marked "Exhibit A", and by reference made a part hereof.

SECTION 2. The City Clerk is directed to attest the execution of this agreement.

SECTION 3. The Clerk shall certify to the passage and adoption of this resolution, and it shall thereupon take effect and be in force.

APPROVED AND PASSED this 30th day of June,
19 69 .

ATTEST:

THE CITY OF POMONA

City Clerk

BY [Signature]
Mayor

APPROVED AS TO FORM:

ROBERT C. GUSTAVESON
CITY ATTORNEY

BY Deputy City Attorney

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I hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Pomona, and signed by the Mayor of said City at a _____ regular meeting of said Council held on the 30th day of June, 1969, by the following vote, to-wit:

AYES:	Councilmen	Livermore, Wright, Bryant, Herrera,
	"	(Mayor) Lawing
NOES:	"	
ABSENT:	"	


City Clerk



CITY ADMINISTRATOR

CITY HALL, POMONA, CALIFORNIA 91769

June 27, 1969

TO: Honorable Mayor and City Council
FROM: F. W. Sharp, City Administrator
SUBJECT: Urban Beautification Grant

Gentlemen:

In April of 1968, the City Council authorized application to the U.S. Department of Housing and Urban Development for an Urban Beautification Grant to assist us in our park, landscaping and beautification projects. Our application indicated our desired activities for 1968-69 to be:

Ganesha Park - landscaping, sprinkler system, restroom	\$153,000
Kellogg Park - landscaping, sprinkler system, restroom	32,200
King (formerly Lexington) Park - landscaping, picnic area, walks, fencing	38,000
Harrison Park - landscaping, picnic area, walks, fencing	32,200
Palomares Park - bowling green	19,600
Garfield Park - sprinkler system	6,900
Street Tree Purchases	4,000
Towne Avenue Median - irrigation and landscaping (our share)	21,000
	<hr/>
TOTAL	\$306,900

(Detailed Cost Breakdown is attached)

The Urban Beautification Program allows reimbursement of 50% of our eligible expenses above our base cost of normal city expenditures. The Assistant City Administrator met with HUD officials in San Francisco last month at which they determined our grant computations to be:

Total activities eligible	\$248,200
(Eliminate Harrison, Palomares, Garfield)	
Base Cost	60,673
Increment	\$187,527
Inspection Fee	1,187
Subtotal	\$188,714
	<hr/>
Federal Grant (not to exceed 50%)	\$ 70,185

How

Honorable Mayor and City Council
June 27, 1969

Page Two

The grant was established at \$70,185, the highest amount allowable under per capita limitations (\$45,000 plus \$0.70 per capita above \$50,000). Since the Ganesha Park, Street Tree and Towne Avenue projects were already funded, the grant money must be used for the two construction projects on Kellogg and King Parks, which are estimated to cost a total of \$70,200. It must be made very clear that no part of these funds may be used for administrative costs, major buildings, land acquisition or maintenance and operation.

We were notified by phone on Tuesday, June 24 of approval of our grant request. A written notice arrived Thursday, June 26. This late approval, while welcome, puts extreme pressure on the City to meet the HUD requirement of commencing before the end of Fiscal Year 1968-69. The City must execute "a contract or order to proceed, directing the expenditure of funds for the activity," by midnight, Monday, June 30, 1969.

After conferring with the City Attorney, Park and Finance Departments, the Administrative Office has determined the only feasible method of constructing the grant projects is by force account. We will utilize Park Department permanent employees for supervision and crafts and hire temporary employees for construction work. Materials and supplies will be purchased under normal purchasing procedures. Curb and concrete work can be done under our "open-end" contract through the Engineering Department.

For precise design and building drawings we recommend Cashion - Horie, Architects, who prepared the master plans on both Kellogg and King Parks under agreement dated January 6, 1969. (Copy attached) Under Section 6 of that agreement, the architects will prepare remaining plans and specifications for the standard 8% fee, but credit the City for costs incurred on master plan agreement. The architect would prepare plans for restroom-storage building, walks, lights, sign, gazebo and park area. Our Park Designer will prepare all irrigation and sprinkler system plans.

Since this is a reimbursement program, the City will have to expend the funds and then be paid back. This is quite similar to the procedure developed on the Ganesha Park project with the State. To assure that we meet all HUD requirements we should appropriate funds this fiscal year for reimbursement in 1969-70. With partial payments possible, the City's out-of-pocket should be kept within our current resources.

We regret that this action is required in such a short time, but this opportunity must be taken now or be lost forever. If we do the job right this year, we should be able to get other urban beautification grants in future years.

Honorable Mayor and City Council
June 27, 1969

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RECOMMENDATION

That the City Council accept the Urban Beautification Grant and direct by resolution that work be commenced under force account as outlined above;

That Cashion - Horie be designated as architects on the project under terms of our January 6, 1969 agreement;

That the Director of Finance be directed to establish the necessary accounting records to assure compliance with all HUD-UBG regulations; and

That the City Council appropriate \$70,185 from the Park Fund Unappropriated Reserve to a separate account for Urban Beautification Grant created by the Director of Finance.

Respectfully submitted,

F. W. SHARP
City Administrator

FWS:bi

Enclosures

DETAILED COST BREAKDOWN

PROPOSED ACTIVITIES

City of Pomona 1968-69

Ganesha Park \$153,000

Completed contract \$128,000
Restroom 19,000
Design and Contingency..... 6,000

Kellogg Park \$ 32,200

Automatic Sprinkler System \$ 4,000
Landscaping 3,000
Picnic and Apparatus Area.. 3,000
Walks 500
Restroom--Storage Building 14,000
Area Lighting 1,500
Parking Lot 2,000
Design and Contingency 4,200

King Park (formerly Lexington) \$ 38,000

Landscaping \$ 10,000
Picnic Area 5,000
Walks 2,000
Field and Court Areas 5,000
Area Lighting 3,000
Fencing 6,000
Parking Lot and Roadways... 5,000
Design and Contingency 2,000

Harrison Park \$ 32,200

Landscaping \$ 5,000
Picnic Area 5,000
Walks 2,000
Grading 5,000
Fencing 6,000
Area Lighting 3,000
Parking and Roadways 5,000
Design and Contingency 1,200

Palomares Park \$ 19,600

Bowling Green \$ 17,000
Design and Contingency 2,600

Street Tree Purchases \$ 4,000
(throughout city)

Towne Avenue \$ 21,000
(landscaped median on four-lane
widening between Foothill Boulevard
and Bonita Avenue)

A R C H I T E C T A G R E E M E N T

1 THIS AGREEMENT, made this 30th day of June, 1969,
2 by and between the CITY OF POMONA, a municipal corporation, herein-
3 after referred to as "Owner", and CASHION-HORIE, ARCHITECTS, A.I.A.
4 720 North Park Avenue, Pomona, California hereinafter called the
5 "Architect".

6 WITNESSETH,

7 WHEREAS, the Owner intends to have constructed sitework improve-
8 ments and other facilities at Kellogg Park (as limited by HUD)
9 including, walkways, area lighting, public utility building, gazebo,
10 play area, drinking fountains, irrigation and planting. (2) Construct
11 sitework improvements at King Park (as limited by HUD) including
12 picnic area, ballfield, walkways, area lighting, drinking fountains,
13 play areas, curb/gutter White Avenue, parking lot, called the
14 "Project".

15 NOW, THEREFORE, the Owner and the Architect, for the consider-
16 ation hereinafter set forth, agree as follows:

17 ARTICLE 1. THE ARCHITECT AGREES TO PROVIDE PROFESSIONAL
18 SERVICES FOR THE PROJECT AS HEREINAFTER SET FORTH.

19 ARTICLE 2. THE OWNER AGREES TO PAY THE ARCHITECT AS COMPEN-
20 SATION FOR HIS SERVICES:

21 2.1 For his basic services, including necessary structural,
22 electrical, mechanical engineering, and overseeing of the work,
23 seven percent (7%) of the Project construction cost of the subject
24 building Project, based on the entire work being done under a con-
25 tract with a general contractor, but if done for any reason by City
26 employees, the fee for the basic services shall be at the rate of
27 seven percent (7%) of the Project construction cost based upon
28 cost to the City paid to employees who work on the Project plus the
29 cost of materials used. The City Finance Director shall calculate
30 these figures based upon his records.

31 2.2 For Additional Services defined in Article 4 hereinafter,
32 Two and one-half (2½) times the Direct Personnel Expense as

1 defined in Article 7.1 hereinafter. In computing Direct Personnel
2 Expense, principal's time shall be computed at \$10.00 per hour and
3 employees' time shall be at their regular rate of pay plus normal
4 benefits.

5 2.3 Reimbursable expense as defined in Article 7.2 hereinafter
6 to the amount expended.

7 ARTICLE 3. ARCHITECT'S BASIC SERVICES:

8 3.1 Schematic Design Phase.

9 3.1.1 The Architect shall consult with the Owner to ascertain

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1 the requirements of the Project and shall confirm such requirements
2 to the Owner.

3 3.1.2 He shall prepare schematic design studies leading to
4 a recommended solution together with a general description of the
5 Project for approval by the Owner.

6 3.1.3 He shall submit to the Owner a Statement of Probable
7 Project Construction Cost based on a current area, volume or other
8 unit costs.

9 3.2 Design Development Phase.

10 3.2.1 The Architect shall prepare from the approved Schematic
11 Design Studies, the Design Development Documents consisting of
12 plans, elevations and other drawings, and outline specifications
13 to fix and illustrate the size and character of the entire Project
14 in its essentials as to kinds of materials, type of structure,
15 mechanical and electrical systems and such other work as may be
16 required.

17 3.2.2 He shall submit to the Owner a further Statement of
18 Probable Project Construction cost.

19 3.3 Construction Documents Phase.

20 3.3.1 The Architect shall prepare from the approved Design
21 Development Documents, Working Drawings and Specifications setting
22 forth in detail the work required for the architectural, structural,
23 mechanical, electrical, service-connected equipment, and site work,
24 and the necessary bidding information, General Conditions of the
25 Contract, and Supplementary General Conditions of the Contract and
26 shall assist in the drafting of Proposal and Contract Forms.

27 3.3.2 He shall keep the Owner informed of any adjustments to
28 previous Statements of Probable Project Construction Cost indicated
29 by changes in scope, requirements or market conditions.

30 3.3.3 He shall be responsible for filing the required docu-
31 ments to secure approval of governmental authorities having
32 jurisdiction over the design of the Project.

1 3.4 Construction Phase—General Administration of Construction
2 Contracts.

3 3.4.1 The Architect shall assist the Owner in obtaining
4 proposals from Contractors and in awarding and preparing construct-
5 tion contracts.

6 3.4.2 To the extent provided by the contract between the
7 Owner and the Contractor, he shall make decisions on all claims of
8 the Owner and Contractor and on all other matters relating to the
9 execution and progress of the work or the interpretation of the
10 Contract Documents. He shall check and approve samples, schedules,
11 shop drawings and other submissions only for conformance with the
12 design concept of the Project and for compliance with the informa-
13 tion given by the Contract Documents, prepare change orders and
14 assemble written guarantees required of the Contractors.

15 3.4.3 He will make periodic visits to the site to familiarize
16 himself generally with the progress and quality of the work and to
17 determine in general if the work is proceeding in accordance with
18 the Contract Documents. He will not be required to make exhaustive
19 or continuous on-site inspections to check the quality or quantity
20 of the work and he will not be responsible for the Contractors'
21 failure to carry out the construction work in accordance with the
22 Contract Documents. During such visits and on the basis of his
23 observations while at the site, he will keep the Owner informed of
24 the progress of the work, will endeavor to guard the Owner against
25 defects and deficiencies in the work of Contractors, and he may
26 condemn work as failing to conform to the Contract Documents. Based
27 on such observations and the Contractors' Applications for Payment,
28 he will determine the amount owing to the Contractor and will issue
29 Certificates for Payment in such amounts. These Certificates will
30 constitute a representation to the Owner, based on such observations
31 and the data comprising the Application for Payment, that the work
32 has progressed to the point indicated. By issuing a Certificate

1 for Payment, the Architect will also represent to the Owner that,
2 to the best of his knowledge, information and belief based on what
3 his observations have revealed, the quality of the work is in
4 accordance with the Contract Documents. He will conduct inspec-
5 tions to determine the dates of substantial and final completion
6 and issue a final Certificate for Payment. --

7 3.4.4 If more extensive representation at the site is
8 required, the conditions under which such representation shall
9 be furnished and a Project Representative selected, employed and
10 directed, shall be agreed to by the Owner and the Architect and
11 set forth in an exhibit to this Agreement.

12 ARTICLE 4. ARCHITECT'S ADDITIONAL SERVICES:

13 The following services cause the Architect extra expense. If
14 any of these services are authorized by the Owner, they shall be
15 paid for by the Owner as a Multiple of Direct Personnel Expense:

16 4.1 Making planning surveys and special analyses of the
17 Owner's needs to clarify requirements of the Project.

18 4.2 Making measured drawings of existing construction when
19 required for planning additions or alterations thereto.

20 4.3 Revising previously approved drawings or specifications
21 to accomplish changes.

22 4.4 Providing Semi-Detailed or Detailed Cost Estimates.

23 4.5 Preparing documents for Alternate Bids and Change Orders,
24 or for supplemental work initiated after commencement of the
25 construction phase.

26 4.6 Consultation concerning replacement of any work damaged
27 by fire or other cause during construction and furnishing professional
28 services of the types set forth in Article 3 above as may be requir-
29 ed in connection with the replacement of such work.

30 4.7 Arranging for the work to proceed should the contractor
31 default due to delinquency or insolvency.

32 4.8 Providing prolonged contract administration and observation

1 of construction should the construction contract time be exceeded
2 by more than 25% due to no fault of the Architect.

3 4.9 Preparing as-built drawings showing construction changes
4 in the work and final locations of mechanical service lines and
5 outlets on the basis of data furnished by the Contractor.

6 4.10 Making an inspection of the Project prior to expiration
7 of the guarantee period and reporting observed discrepancies under
8 guarantees provided by the construction contracts.

9 ARTICLE 5. THE OWNER'S RESPONSIBILITIES:

10 5.1 The Owner shall provide full information as to his
11 requirements for the Project.

12 5.2 He shall designate, when necessary, representatives
13 authorized to act in his behalf. He shall examine documents
14 submitted by the Architect and render decisions pertaining thereto
15 promptly, to avoid unreasonable delay in the progress of the Archi-
16 tect's work. He shall observe the procedure of issuing orders to
17 contractors only through the Architect.

18 5.3 He shall furnish or direct the Architect to obtain at
19 the Owner's expense a certified survey of the site, giving as
20 required, grades and lines of streets, alleys, pavements, and
21 adjoining property; rights of way, restrictions, easements,
22 encroachments, zoning, deed restrictions, boundaries, and contours
23 of the building site; locations, dimensions, and complete data
24 pertaining to existing buildings, other improvements and trees;
25 full information as to available service and utility lines both
26 public and private; and test borings and pits necessary for determin-
27 ing subsoil conditions.

28 5.4 He shall pay for structural, chemical, mechanical, soil
29 mechanics or other tests and reports if required.

30 ARTICLE 6. PROJECT CONSTRUCTION COST:

31 6.1 Project Construction Cost as herein referred to means the
32 total cost of all work designed or specified by the Architect, but

1 does not include any payments made to the Architect or consultants.

2 6.2 Project Construction Cost shall be based upon one of the
3 following sources with precedence in the order listed:

4 6.2.1 Lowest acceptable bona fide Contractor's proposal
5 received for any or all portions of the Project.

6 6.2.2 Semi-Detailed or Detailed Estimate of Project
7 Construction Cost.

8 6.2.3 The Architect's latest statement of Probable Project
9 Construction Cost based on current area, volume or other unit costs.

10 6.3 When labor or material is furnished by the Owner, the
11 Project Construction Cost shall include such labor and material at
12 current market cost.

13 ARTICLE 7. DIRECT AND REIMBURSABLE EXPENSE:

14 7.1 Direct Personnel Expense includes that of principals and
15 employees engaged on the Project including architects, engineers,
16 designers, job captains, draftsmen, specification writers, typists
17 and Project Representatives, in consultation, research, designing,
18 producing drawing, specifications and other documents pertaining
19 to the Project, and services during construction at the Project site.

20 7.2 Reimbursable Expense includes actual expenditures made by
21 the Architect in the interest of the Project for the following
22 incidental expenses:

23 7.2.1 Expense of transportation and living of principals and
24 employees when traveling in connection with the Project; long
25 distance calls and telegrams; reproduction of drawings and specifi-
26 cations, excluding copies for Architect's office use and duplicate
27 sets at each phase for the Owner's review and approval; and fees
28 paid for securing approval of authorities having jurisdiction over
29 the Project.

30 7.2.2 If authorized in advance by the Owner, the expense
31 of Project Representative, overtime work requiring higher than
32 regular rates, perspectives or models for the Owner's use.

1 7.2.3 If their employment is authorized in advance by the
2 Owner, fees of special consultants, for other than the normal
3 structural, mechanical and electrical engineering services.

4 ARTICLE 8. PAYMENTS TO THE ARCHITECT:

5 8.1 Payments on account of the Architect's basic services
6 shall be as follows:

7 8.1.1 A payment of 5 percent of the compensation for basic
8 services, payable upon the execution of the Agreement, is the
9 minimum payment under the Agreement.

10 8.1.2 Subsequent payments shall be made monthly in proportion
11 to services performed to increase the compensation for basic
12 services to the following percentages at the completion of each
13 phase of the work:

14 Schematic Design Phase.....	15%
15 Design Development Phase.....	35%
16 Construction Documents Phase.....	75%
17 Receipt of Bids.....	80%
18 Construction Phase.....	100%

19 8.2 Payments for Additional Services of the Architect as
20 defined in Article 4 above, and for Reimbursable Expense as defined
21 in Article 7.2, shall be made monthly upon presentation of Archi-
22 tect's detailed invoice.

23 8.3 No deduction shall be made from the Architect's compensa-
24 tion on account of penalty, liquidated damages, or other sums with-
25 held from payments to contractors.

26 8.4 If any work designed or specified by the Architect during
27 any phase of service is abandoned or suspended in whole or in part,
28 the Architect is to be paid for the service performed on account of
29 it prior to receipt of written notice from the Owner of such abandon-
30 ment or suspension, together with reimbursements then due and any
31 terminal expense resulting from abandonment or suspension for more
32 than three months.

1 ARTICLE 9. ARCHITECT'S ACCOUNTING RECORDS:

2 Records of the Architect's Direct Personnel, Consultant, and
3 Reimbursable Expense pertaining to this Project and records of
4 accounts between the Owner and Contractor shall be kept on a
5 generally recognized accounting basis and shall be available to
6 the Owner or his authorized representative at mutually convenient
7 times.

8 ARTICLE 10. SUCCESSORS AND ASSIGNS:

9 The Owner and the Architect each binds himself, his partners,
10 successors, assigns and legal representatives to the other party
11 to this Agreement and to the partners, successors, assigns and
12 legal representatives of such other party in respect of all covenants
13 of this Agreement. Neither the Owner nor the Architect shall assign,
14 sublet or transfer his interest in this Agreement without the
15 written consent of the other.

16 ARTICLE 11. ARBITRATION:

17 Arbitration of all questions in dispute under this Agreement
18 shall be at the choice of either party and shall be in accordance
19 with the provisions, then obtaining, of the Standard Form of
20 Arbitration Procedure of The American Institute of Architects.
21 This Agreement shall be specifically enforceable under the prevail-
22 ing arbitration law and judgment upon the award rendered may be
23 entered in the court of the forum, state or federal, having
24 jurisdiction. The decisions of the arbitrators shall be a condi-
25 tion precedent to the right of any legal action.

26 ARTICLE 12. TERMINATION OF THIS AGREEMENT:

27 The Owner may terminate this agreement at any time upon giving
28 written notice to the Architect. Upon receiving such notice the
29 Architect shall cease any further work upon the Project and shall
30 only be entitled to compensation for work actually performed up to
31 the time the notice is given. In calculating the amount of services
32 actually performed at such time a determination shall be made of the

1 percentage of the work completed, and the amount of extras, if any,
2 performed. The Owner, in any event, shall not be liable in damages
3 to the Architect on account of termination whether such termination
4 was with or without just cause. If the parties cannot agree as to
5 the determination of the percentage of the work completed by the
6 Architect, such determination shall be made through arbitration as
7 provided in Article 11.

8 ARTICLE 13. LABOR AND MATERIAL BOND:

9 The Architect shall, upon executing this agreement, obtain a
10 labor and material bond in an amount equal to the estimated
11 Architect fee based upon the estimated cost of the Project. The
12 premium of said bond, however, shall be paid by the Owner, and the
13 Owner shall have the right to approve or disapprove the bonding com-
14 pany and the form of the bond. The bond shall not be released
15 until the project is completed and fully constructed, and until
16 after a notice of completion has been filed and the statutory
17 period of time has run for the filing of liens.

18 ARTICLE 14. TESTIMONY IN COURT:

19 If a dispute should arise between the Architect and the con-
20 tractor as to whether or not the contractor has performed the con-
21 tract according to the plans and specifications, the Architect
22 shall substantiate his opinion by testifying in Court if called
23 upon and present information to the Owner explaining in detail in
24 what manner the contractor has not properly complied with the plans
25 and specifications. This service of the Architect shall be con-
26 sidered an extra, and compensation shall be based upon the hourly
27 rate provided for extras by this agreement.

28 ARTICLE 15. ARCHITECT'S RESPONSIBILITY IN DETERMINING PAYMENT
29 TO BE RELEASED TO CONTRACTOR:

30 In addition to the provision of Article 3, the Architect shall
31 be responsible if he should approve the release of payments to the
32 contractor if the contractor has not performed the work in accordance

1 with the contract, and reasonable inspections by the Architect would
2 disclose these defects.

3 ARTICLE 16. OWNERSHIP OF DOCUMENTS:

4 The drawings and specifications are to be the property of the
5 Owner and not of the Architect, and may be used by the Owner for any
6 purpose it may desire.

7 ARTICLE 17. POSITION STATEMENT ON DESIGN AND PROCEDURE:

8 The Architect agrees to produce architectural and engineering
9 designs of high technical standards, and produce working drawings
10 and specifications that are clear, concise, thorough and accurate
11 with all facets of the mechanical, electrical, structural and civil
12 engineering designs thoroughly coordinate between themselves and
13 with the architectural drawings, and that are in accord with sound
14 economical construction practices and within the authorized scope
15 and funds as mentioned elsewhere.

16 The Architect agrees to produce solutions that are, insofar as
17 possible, in accordance with the criteria established by the Owner.
18 The Owner shall be informed whenever it appears that criteria can-
19 not be reasonably met within authorized scope and funds.

20 The Architect shall perform such redesign as required, in con-
21 formance with Article 6.2, to bring the project within the available
22 monies without further expense to the Owner when bidding results
23 establish that the proposed solutions exceed cost estimates more
24 than ten percent (10%).

25 The Architect agrees to segregate his charges so that a proper
26 allocation of department funds can be made, and to set up the same
27 allocation for construction costs; all of these proposed segregations
28 to be approved by the Owner.

29 The Owner will appoint representatives, knowledgeable of
30 review actions made by the Owner, who will be available to the
31 Architect for consultation at all times, including submissions at
32 the variously specified stages of completion, the number of which

1 should be kept to a minimum.

2 The Owner will delineate in the scope of the work for the
3 Project, the review procedures to be followed, and the responsible
4 representatives will be clearly set forth.

5 The Owner and the Architect agree that time is of the essence
6 with this agreement. The Owner will not require, nor will the
7 Architect make irresponsible commitments. Nor will the Owner, due
8 to budget limitations or for other reasons, delay approval of sub-
9 missions or require capricious studies to consume time.

10 ARTICLE 18. MISCELLANEOUS:

11 In modification of Article 3.3.1, it is agreed that in pre-
12 paring contract documents in connection with specifications for
13 such project, Architect shall use the Owner's standard forms
14 wherever possible and clear them with the Public Works Director and
15 the City Attorney.

16 It is also agreed that Article 4.3 shall not be construed in
17 any manner as to require the Owner to pay for any additional fee
18 to the Architect on account of any mistake made by the Architect.

19 Despite the language in Article 4.4, it is expressly agreed
20 that the Architect shall give an estimate for the Project as a
21 whole, but that if the Owner should require a detailed estimate
22 of each component part, only then shall the fee provisions of such
23 article apply.

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ARTICLE 19. CREDIT TO OWNER FOR PREVIOUS FEES CONTRACTED:

Pursuant to a previous agreement between Owner and Architect, wherein the Architect agreed to do certain preliminary planning for the two parks, subject of this agreement, Architect shall credit Owner toward the fees herein so the total fee for both contracts shall not exceed eight (8%) percent of the Project cost, and therefore, in any event, Architect shall receive not more than a total of eight (8%) percent of the total project cost for both his work under this agreement and under any previous agreements for its work in connection with the parks subject of this agreement.

-12-

1 IN WITNESS WHEREOF the parties hereto have executed this
2 agreement the day and year first above written.

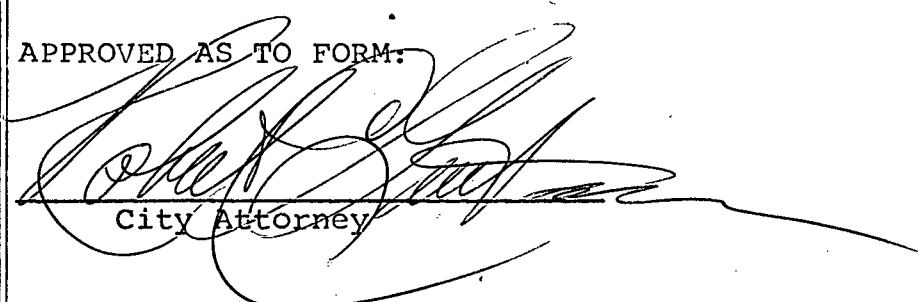
3
4 THE CITY OF POMONA
(As Owner)

5
6 By _____
7 Mayor

8 ATTEST:
9

10 _____
11 City Clerk

12 APPROVED AS TO FORM:
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14 
15 City Attorney

16
17 _____
18 (As Architect)

19
20 By _____
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