

AGREEMENT TO FURNISH CONSULTING SERVICES

FOR

DESIGN OF EXPANSION HILLSIDE MEMORIAL PARK

This Agreement is made and entered into this 5th day of September, 1995, by and between the City of Redlands, a municipal corporation ("City") and Hicks and Hartwick, Inc. ("Consultant").

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform engineering design services, which are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Engineering Services"), for the expansion of City's Hillside Memorial Park (the "Project").
- 1.2 All work performed by Consultant under this Agreement shall be done in a professional manner, and Consultant represents that it is skilled and has the professional expertise necessary to provide high quality Engineering Services to City.

ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City shall place at the disposal of Consultant all available information in its possession pertinent to the Project.
- 2.2 City will provide access to and make all provisions for Consultant to enter upon property as required by Consultant to perform the Engineering Services under this Agreement.
- 2.3 City will designate in writing a person to act as City's representative with respect to the Engineering Services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineering Services covered by this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF CONSULTANT

- 3.1 Consultant shall perform the Engineering Services promptly and shall prosecute them diligently in accordance with the schedule attached hereto and incorporated herein as Exhibit "B."

ARTICLE 4 - PAYMENTS TO CONSULTANT

- 4.1 For the performance of the Engineering Services, City will pay Consultant on a time and materials basis, and, in any event, a fee not to exceed \$15,000.
- 4.2 Payment for the Engineering Services requested by City shall be in accordance with the hourly rates shown in Exhibit "D," Rate Schedule attached hereto and incorporated herein by this reference.
- 4.3 Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's hereinabove invoice, by warrant payable to Consultant.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City

City of Redlands
Public Works Department
P.O. Box 3005
Redlands, CA 92373

Consultant

Hicks & Hartwick, Inc.
~~P.O. Box 1048~~ 37 E Olive Ave.
Redlands, CA 92373

When so addressed, such notices shall be deemed given upon deposit in the United States Mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 Consultant shall maintain workers' compensation insurance and, in addition shall maintain insurance to protect City from claims for damage due to bodily injury, personal injury, or death and claims for injury to or destruction of tangible property while performing the Services covered by the Agreement. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000.00 per occurrence. The City shall be named an additional insured on the insurance

coverage for public liability and property damage, and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. The Consultant shall provide City with a certificate evidencing such insurance coverage.

- 5.2 Consultant agrees to maintain professional liability insurance pursuant to this paragraph to protect City from negligent acts, errors, or omissions of a professional nature; the total aggregate of Consultant's professional liability insurance coverage shall be a minimum of \$1,000,000.
- 5.3 Consultant shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, loss, damage, charge or expense, to which they or any of them may be put or subjected to arising out of or resulting from any willful or negligent act or actions, omission or failure to act on the part of the Consultant, its contractors, its suppliers, anyone directly or indirectly employed by it or anyone for whose acts or omissions it may be liable in the performance of the Engineering Services described in this Agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees.
- 6.2 Consultant shall not sublet or assign any of the Engineering Services to be performed under this Agreement, except with the prior written approval of the City and in strict compliance with the terms, provisions, and conditions of this Agreement.

- 6.3 The key Consultant's personnel proposed for this project are as follows:

James W. Hicks	Project Manager
Harold R. Hartwick	Project Surveyor
Riley C. Clark	Project Engineer
William R. Schmidt	Project Surveyor
Mark S. Whitmer	Field Surveyor

Consultant agrees that these key people will be made available and assigned to City's Project, and that they will not be replaced without concurrence from the City.

- 6.4 All documents, records, drawings, designs and specifications, cost estimates, and other Project documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City at City's request. Any reuse of such documents for other projects and any use of incomplete documents will be at City's sole risk.

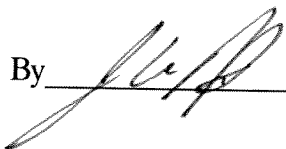
- 6.5 Consultant is for all purposes under this Agreement an independent contractor and not an employee of City. All qualified personnel provided by Consultant pursuant to the provisions of this Agreement are to be employed by Consultant for its account only, and in no event shall Consultant or any personnel retained by him be deemed to have been employed by City or engaged by City for the account of or on behalf of City.
- 6.6 Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance by City of the Engineering Services.
- 6.7 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services and (2) deliver or otherwise make available to City, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement.
- 6.8 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by City and Consultant.
- 6.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

HICKS & HARTWICK

By 
Mayor

By 

Date September 5, 1995

Date 9-19-95

ATTEST:

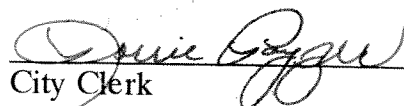

City Clerk

EXHIBIT "A"

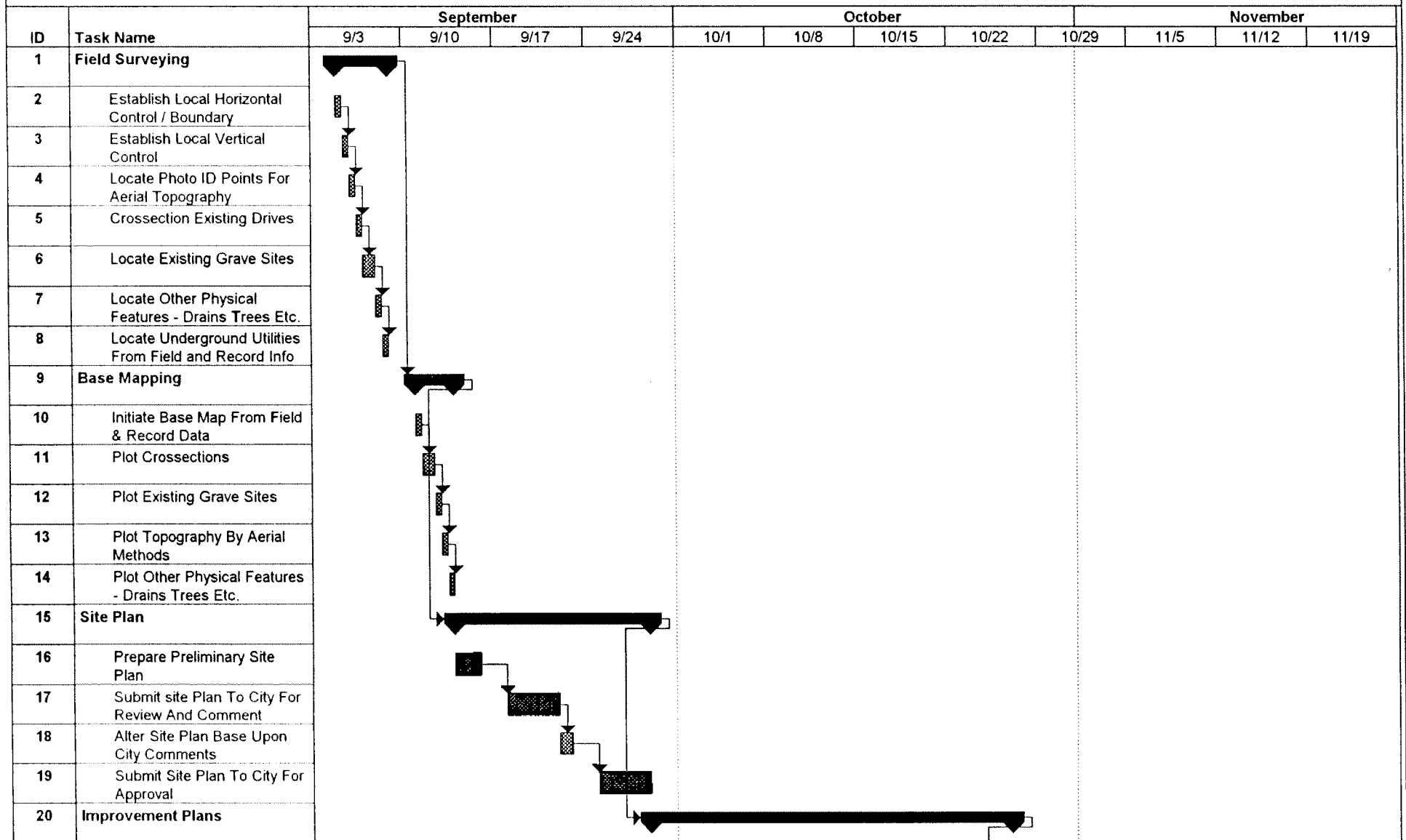
SCOPE OF SERVICES

Consultant proposes to complete the following scope of civil engineering design work:

Scope of services shall include:

1. We will design and develop all necessary surveys, plans, specifications, details, estimates of probable cost, design and construction schedules for the expansion of Hillside Memorial Park in the undeveloped portion of the cemetery covering approximately 10 acres.
2. Further, we will provide all necessary surveys for the location of existing facilities, including but not limited to underground utilities, existing access points and various on-site and off-site improvements.
3. We will provide engineering drawings showing all plan views, profiles and typical sections; grading details and retaining walls as necessary; drainage details including hydrology analysis, and culvert designs as may be required for the complete design of the cemetery. The necessity and inclusion of geotechnical work is not anticipated and is not included in this scope of work.
4. We will provide you with complete general specifications in compliance with the "Standard Specifications for Public Works Construction", latest edition and complete technical specifications defining each element of construction.
5. Additionally, we will furnish a preliminary construction quantity and cost estimate (including earthwork) for all phases and elements of work.
6. We will complete a tentative construction schedule defining the required time necessary for completion of the various phases of construction.
7. The specific tasks to accomplish this scope of work are listed in the Attachment "B", Schedule of Work.

**ATTACHMENT "B" SCHEDULE OF WORK
EXPANSION OF HILLSIDE MEMORIAL PARK**



Project: Expansion Hillside Memorial Pa
Start Date: 9/5/95
Finish Date: 11/23/95

Task



Summary



Rolled Up Progress



Progress



Rolled Up Task



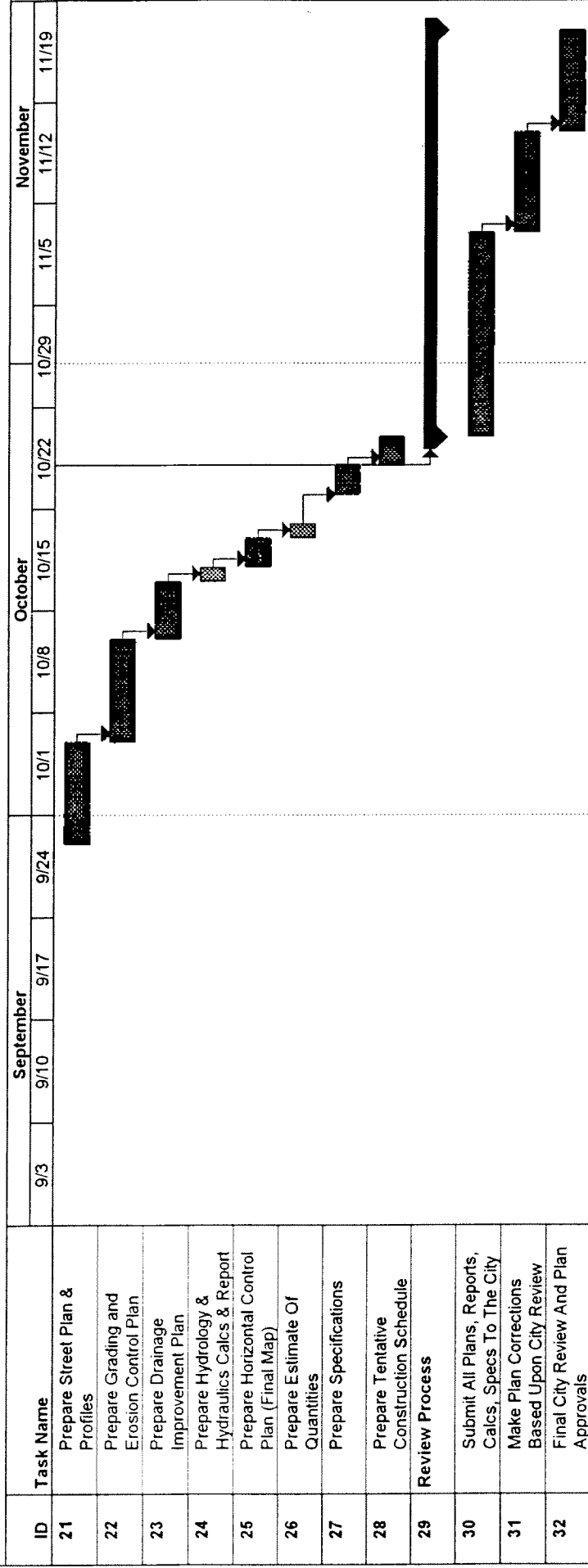
Milestone



Rolled Up Milestone



**ATTACHMENT "B" SCHEDULE OF WORK
EXPANSION OF HILLSIDE MEMORIAL PARK**



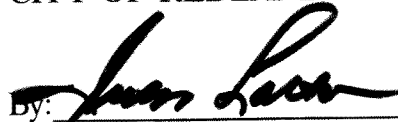
Project: Expansion Hillside Memorial Pa Start Date: 9/5/95 Finish Date: 11/23/95	Task		Summary		Rolled Up Progress	
	Progress		Rolled Up Task			
	Milestone		Rolled Up Milestone			

EXHIBIT "C"

FEE PROPOSAL

Consultant proposes to perform the engineering services for the design of the Expansion of Hillside Memorial Park in accordance with the Scope of Services as listed on Attachment "A", Scope of Services for the not to exceed fee of \$15,000.

CITY OF REDLANDS

By: 
Mayor, City of Redlands

HICKS & HARTWICK

By: 

Date: September 5, 1995

Date: 9-14-95

ATTEST:

By: 
City Clerk

April 12, 1995

HICKS & HARTWICK, INC.

ATTACHMENT "D" RATE SCHEDULE

Hicks & Hartwick, Inc. Rate Schedule

James W. Hicks	\$75.00
Harold R. Hartwick	\$75.00
Riley C. Clark	\$65.00
William R. Schmidt	\$65.00
Mark S. Whitmer	\$60.00
Mark S. Whitmer (2 man field crew)	\$110.00
Designer	\$55.00
Drafting	\$45.00
Printing & Reproduction (at cost)	