

AGREEMENT TO FURNISH CONSULTING SERVICES
FOR
HANDICAP RAMPS AND CONSTRUCTION OF SHADE STRUCTURE
WITH CONCRETE SURFACE

PROJECT FIRST STEPS
REDLANDS, CALIFORNIA

This Agreement is made and entered into as of this 16th day of January 1996 by and between the City of Redlands, a municipal corporation, (hereinafter "Owner") and Ray Martinez and Associates (hereinafter "Consultant").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 Owner hereby engages Consultant and Consultant hereby accepts the engagement to prepare and design architectural plans (the "Architectural Services") for the construction of handicap ramps and a shade structure with concrete surface, located at 821 W. Sun Avenue, Redlands, California, 92373 (the "Project").
- 1.2 All work under this Agreement shall be done in a professional manner, and Consultant represents that it is skilled in the profession and has the professional expertise necessary to provide high quality Architectural Services under this Agreement.
- 1.3 Consultant shall perform the Architectural Services at the level of competency presently maintained by other practicing professional architects performing the same type of work, and in a manner that reflects technical soundness, accuracy and adequacy for all studies, designs, drawings, specifications, and other work and materials furnished under this Agreement.

ARTICLE 2- SERVICES OF CONSULTANT

- 2.1 Consultant shall perform the Architectural Services for the Project as more fully described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

ARTICLE 3 - RESPONSIBILITIES OF OWNER

- 3.1 Owner shall place at the disposal of Consultant all information possessed by Owner that is pertinent to the Project, including previous reports and any other data relative to the Project.
- 3.2 Owner shall provide access to and make all provisions for Consultant to enter upon public and private lands as required by Consultant to perform the services required by this Agreement.
- 3.3 Owner shall designate in writing a person to act as Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Architectural Services in accordance with the schedule attached hereto as Exhibit "B" and incorporated herein by this reference.
- 4.2 Consultant shall proceed with the Architectural Services promptly upon receiving written notice from Owner, and shall prosecute them diligently to completion.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 For the Architectural Services performed pursuant to this Agreement, Owner shall pay Consultant the sum of \$1,450.00.
- 5.2 Consultant shall bill Owner within ten days following the close of each month by submitting an invoice indicating the work performed, who performed the work, and the detailed cost of all work including backup material, as requested.

Payments by Owner to Consultant shall be made within 30 days after receipt and approval of Consultant's 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 shall be addressed as follows:

Owner: City of Redlands
Administrative Services Department
P. O. Box 3005
Redlands, CA 92373

Consultant: Ray Martinez and Associates
19 E. Citrus Avenue, Suite M
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 6 - GENERAL CONSIDERATIONS

- 6.1 In the event of any legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.
- 6.2 Consultant shall not subcontract or assign any of the Architectural Services except with the prior written approval of Owner. Any attempted subcontract or assignment without such consent shall be null and void and of no effect and, at owner's election, result in the immediate termination of this Agreement.
- 6.3 The key Consultant's personnel proposed for the Project are as follows:
- Mr. Ray Martinez, AIA
- Consultant agrees that this key person will be made available and assigned to Owner's Project, and that he will not be replaced without concurrence from Owner.
- 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 Owner and shall be delivered to Owner at Owner's request. Any reuse of such documents for other projects and any use of incomplete documents will be at Owner's sole risk.

- 6.5 Consultant is for all purposes under this Agreement an independent contractor and not an employee of Owner. 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 it be deemed to have been employed by Owner or engaged by Owner for the account of or on behalf of Owner.
- 6.6 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance by Owner of the Architectural Services.
- 6.7 This Agreement may be terminated by Owner, without cause, upon thirty (30) days prior written notice, delivered by certified mail, return receipt requested. Consultant may terminate this Agreement upon thirty (30) days prior written notice, delivered by certified mail, return receipt requested, in the event of failure by Owner to fulfill its obligations under this Agreement.
- 6.8 If this Agreement is terminated by Owner, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs to Owner occasioned by any default of Consultant.
- 6.9 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services, and (2) deliver or otherwise make available to Owner, 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 the Architectural Services.
- 6.10 Consultant shall maintain books and accounts of all Project related payroll costs and expenses. Books shall be available at all reasonable times for examination by Owner at the office of Consultant.
- 6.11 This Agreement, including the Exhibits incorporated herein, represents the entire agreement and understanding between the parties as to the matters contained herein, and any prior negotiations, proposals or oral agreements are integrated herein and superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by Owner and Consultant.
- 6.12 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

EXHIBIT "A"

SCOPE OF SERVICES

Consultant services to include the development of plans and specification for handicap ramps and shade structure with concrete surface for Project First Steps, located at 821 W. Sun Avenue, in the city of Redlands.

Scope of Services shall include:

1. Preparation of plans and specifications including cost estimates to include the following:
 - I. Architectural
 - a. Field investigation
 - b. Prepare architectural contract documents
 1. Drawings
 2. Project manual (specifications)
 - c. Construction observation
 - d. Project close-out
 - II. Structural
 - a. Verify design of shade structure
 - b. Design foundation
 - c. Construction observation

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Estimate Time Schedule for Completion:

The estimated time for the design phase is seven (7) days. Estimated time frame for final construction documents is fifteen (15) days. This time schedule may be amended by either City or Consultant, should both parties be in concurrence, and stipulated in writing.

EXHIBIT "C"

COSTS FOR SERVICES

For the services performed pursuant to this Agreement, Owner shall pay Consultant the following:

<u>PHASE</u>	<u>TO BE PAID</u>
Architectural Fee	\$1,200.00
Structural Engineering Fee	\$250.00


Subtotal:	\$1,450.00
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Reimbursable costs, i.e., blueslines for bidding purposes shall be paid by City. Mileage will not be charged for this project.

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

CITY OF REDLANDS

RAY MARTINEZ AND ASSOCIATES

By 
Mayor, Swen Larson

By 
Principal Architect

Date January 16, 1996

Date 1-18-96

ATTEST:

By 
City Clerk, Lorrie Poyzer

Date January 16, 1996