

AGREEMENT TO FURNISH RESIDENT INSPECTION SERVICES
FOR
FIRE STATION No. 1 RENOVATIONS

This Agreement is made and entered into this 17th day of July, 2001, by and between the City of Redlands, a municipal corporation ("City") and Richard E. McHardy ("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 resident inspection services, which are more particularly described in Attachment "A" attached hereto and incorporated herein by this reference ("Engineering Services"), for the inspection of the Fire Station No. 1 Renovations project ("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 Attachment "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 \$45,000.00. Fee does not include any reimbursables or additional services that may occur through the project.
- 4.2 Payment for the Engineering Services requested by City shall be in accordance with the hourly rate shown in Attachment "C," 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 herein above 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

Alan K. Griffiths, Senior Engineer
City of Redlands
Public Works Department
P.O. Box 3005
Redlands, CA 92373

Consultant

Richard E. McHardy
Inspection Consultants
P.O. Box 566
Mentone, CA 92359-0566

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 - GENERAL CONSIDERATIONS

- 5.1 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.
- 5.2 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.
- 5.3 The key Consultant's personnel proposed for this project are as follows:
Richard E. McHardy
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.
- 5.4 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.
- 5.5 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.
- 5.6 Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance by City of the Engineering Services.

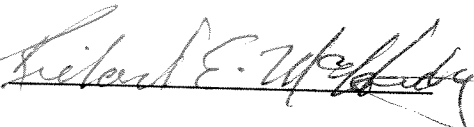
- 5.7 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services and (2) deliver or otherwise make available to City, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement.
- 5.8 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.
- 5.9 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

INSPECTION CONSULTANTS

By: 
Mayor

By: 

Date August 9, 2001

Date 8/8/01

ATTEST:


City Clerk

**SCOPE OF WORK
FOR
RESIDENT INSPECTION
OF
FIRE STATION No. 1 RENOVATIONS**

The Consultant will provide the general, technical, and special services for the Project as stated in Article 1 of the Agreement. All work shall be in accordance with generally accepted professional engineering, contract administration, and project management practices and standards.

The Consultant shall:

- 1 - Be responsible for all required inspections during the construction of the project. Shall be responsible for all daily records and other paperwork as required to perform field operations. Shall call upon testing agencies, selected by the City, as necessary for all materials testing and compliance. Shall coordinate with and report to the City's Project Manager in the Public Works Department. Shall be supplied all necessary forms by the City.
- 2 - Administration shall be performed by the City's Project Manager and coordinated with the Consultant.
- 3 - Coordinate the maintenance of record drawings and deliver to the City prior to job completion. It is the construction contractors responsibility to maintain said record drawings.
- 4 - Attend weekly construction meetings. Meetings will be chaired by the City and Consultant shall perform this function in the absence of the City's Project Manager.

**SCHEDULE
FOR
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No firm schedule is yet established. The following schedule is anticipated as of the date of this Agreement.

Award of Resident Inspection Contract	July 17, 2001
Award of Construction Contract	July 17, 2001
Preconstruction Meeting	Mid August 2001
Resident Inspection and Construction Start	Early/Mid September 2001

Resident Inspector shall perform work on an hourly, as needed basis to attend meetings, etc., at the direction of City's Project Manager, until such time as construction starts.

At the time construction starts, inspection shall be performed in accordance with the Methodology/Approach as contained in Consultant's Proposal. It is understood that the times and percentages shown are a reasonable approximation and that actual time spent shall be as dictated by the needs of the project, in cooperation with and as approved by the City's Project Manager.

**RATE SCHEDULE
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INSPECTION SERVICES \$45.00 per hour

Per the fee submittal, the gross estimate should not exceed \$45,000.00.