

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of November 1988, by and between the CITY OF REDLANDS, hereinafter referred to as "City" and JACK C. HINKLE, 110 E. Sunset Drive South, Redlands, California, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR for inspection and construction administration for the project identified as the "Expansion of the A.K. Smiley Public Library", Contract No. 16-5901-4270, hereinafter referred to as "PROJECT"; and

WHEREAS, the CONTRACTOR is able and willing to render such services;

NOW, THEREFORE, in consideration of the covenants, agreements and undertakings herein set forth and the faithful performance of them and each of them by respective parties, the parties agree and undertake as follows:

1. EMPLOYMENT OF THE CONTRACTOR

CITY does hereby employ CONTRACTOR as an independent contractor to perform field and office work and furnish inspection services for the PROJECT consisting generally of the following:

- A. Perform inspection on all phases of the PROJECT to assure compliance with all applicable codes and the project plans and specifications.
- B. Attend all job meetings between the construction contractor and the City Engineer/Architect or designated representative.
- C. Prepare and maintain written records, including a daily construction diary and As-Built notations.
- D. Review all extra work and change order requests and make recommendations to the City Engineer or designated representative.
- E. Coordinate all activities between the construction contractor and any other City-hired consultants.
- F. Review all requests for payment and approve quantities indicated.

2. MATERIAL FURNISHED BY THE CITY

- A. Office space at the Library.
- B. Copies of plans and specifications.
- C. Inspection materials as necessary.

3. COMPENSATION

In consideration of the performance of this agreement in connection with the PROJECT in the manner herein described, the CITY agrees to pay the CONTRACTOR for his services as follows:

- A. CONTRACTOR shall provide services to the CITY as herein defined during the hours of PROJECT construction activity. No compensation for holidays, sick leave, or vacation will be paid.
- B. CITY shall pay the CONTRACTOR at a rate of \$24.50 per hour for services.
- C. Payment shall be made by the CITY bi-weekly in accordance with normal City payment procedures. CONTRACTOR shall complete City furnished time sheets as required.

4. TERM OF EMPLOYMENT

The CONTRACTOR shall provide services to the CITY for the duration of the construction contract, beginning on or about November 7, 1988 and estimated to be completed by January 1, 1990.

5. TERMINATION OF EMPLOYMENT

The right is reserved by the City to terminate the agreement at any time upon written notice to the CONTRACTOR in the event the PROJECT or any portion thereof is to be abandoned or indefinitely postponed, or in the case the CONTRACTOR'S services, in the judgement of the CITY, are unsatisfactory or because of the CONTRACTOR'S failure to prosecute the work with diligence; or because of the CONTRACTOR'S inability to perform. In any such case, the CONTRACTOR shall be paid for services rendered up to the time of termination.

In the event the CONTRACTOR desires to terminate his services with the CITY, the CONTRACTOR agrees to submit written notice of termination two weeks prior to the date of termination.

6. OWNERSHIP OF DOCUMENTS

All drawings and records submitted and/or prepared as a part of the PROJECT shall be the property of the CITY and shall be delivered by the CONTRACTOR to the CITY after the completion of the services.

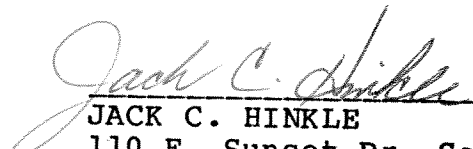
7. HOLD HARMLESS

CONTRACTOR'S relationship to the CITY is that of an independent contractor. Between the parties hereto, CONTRACTOR is solely liable for all loss, costs, damages, or injury (including wrongful death) caused by any act or omission of the CONTRACTOR relating to the services performed hereunder, and the CONTRACTOR shall hold and save the CITY harmless in connection therewith.

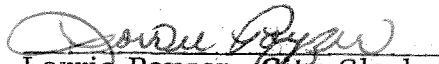
CITY OF REDLANDS

CONTRACTOR


CAROLE BESWICK
Mayor


JACK C. HINKLE
110 E. Sunset Dr. South

ATTEST:


Lorrie Poyzer, City Clerk