

AGREEMENT FOR CITY ENGINEER

THIS AGREEMENT, executed on the date set forth hereinafter, by and between HELT ENGINEERING INCORPORATED, a registered civil engineering firm in the State of California, hereinafter referred to as "City Engineer", and the CITY OF CALIFORNIA CITY, a municipal corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, California Government Code Section 53060 authorized the legislative body of any municipal corporation to retain the services and advice of any person for public works administration and engineering; and

WHEREAS, City Engineer is specially trained, experienced, and competent to perform such services for City.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED:

Section 1. City Engineer shall provide public works administration to the City as required by the City Manager, including consultation, review and advice concerning general engineering and public works matters.

Section 2. City shall pay City Engineer for such services in Section 1, \$3,450 per month for on-site estimated time of 46 hours per month per fee schedule attached hereto as Exhibit "A" as Engineering Principal.

Section 3. Services provided by City Engineer not included in Section 1 shall be paid pursuant to the Field and Office Fees, attached hereto as Exhibit "A".

Section 4. City Engineer shall submit a statement for services and costs on a bi-monthly basis, and City shall pay same upon approval by City Manager and City Council.

Section 5. It is agreed and understood that City Engineer is and shall be considered an independent contractor and not an employee of the City.

Section 6. All City Engineer services provided under this agreement shall be rendered only upon the request of the City Manager and shall be paid for at the above specified rates.

Section 7. City Engineer shall indemnify, defend, and hold harmless City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with City Engineer's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City. City Engineer, as an independent contractor for City, shall carry insurance in the form and amount as required by the Public Agency Risk Sharing Authority of California (PARSAC) and shall be subject to any changes imposed upon City by PARSAC with respect to the form, amount, and type of insurance required to be carried by independent contractors providing services to City as a member of PARSAC. City Engineer agrees and acknowledges that the minimum single occurrence coverage's are in

CC5.

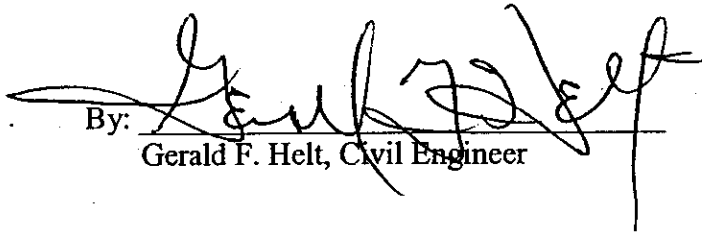
the sum of One Million Dollars (1,000,000) and that there are further coverage provisions as to which compliance must be obtained as part of the requirements imposed by PARSAC.

Section 8. The term of this agreement shall be one (1) year unless sooner terminated by either party upon thirty (30) days written notice. This agreement shall continue from year to year unless notice is served upon the other party at least thirty (30) days prior to the annual termination date.

Executed this 5<sup>th</sup> day of November 2002, at the City of California City, California.

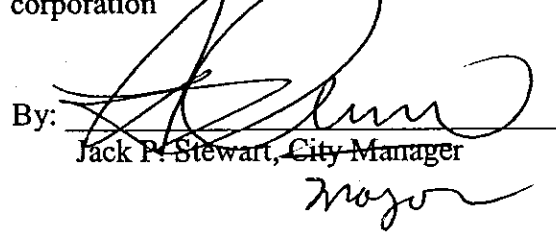
City Engineer:

HELT ENGINEERING, INCORPORATED

By:   
Gerald F. Helt, Civil Engineer

City:

CALIFORNIA CITY, a municipal corporation

By:   
Jack P. Stewart, City Manager  
Mayor

Approved as to Form: \_\_\_\_\_  
Wayne Lemieux  
City Attorney

**HELT ENGINEERING, INC.**

2930 UNION AVE.

BAKERSFIELD, CA 93305

(661)323-6045

FAX (661)323-0799

January 4, 2006

City of California City  
Attn: William Way  
21000 Hacienda Blvd.  
California City, CA 93505

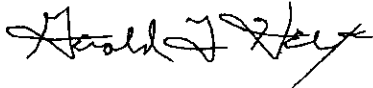
RE: Helt Engineering, Inc. Amended Fee Schedule Effective January 2006

Dear Mr. Way:

Helt Engineering, Inc. (HEI) fees at present are per the HEI February 2002 Fee Schedule, approved by the "Agreement for City Engineer" dated November 5, 2002, by the California City Council. Several issues associated with the cost of doing business have increased over the last four years making it necessary to revise our fee schedule.

Please see attached January, 2006 Fee Schedule to become effective for Helt Engineering, Inc. invoicing January 2006. Please contact me if you have any questions.

Sincerely,



Gerald F. Helt

Attachment



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY TO APPROVE THE FEE SCHEDULE DATED JANUARY 2006 FOR HELT ENGINEERING, INC.**

**WHEREAS**, the Fee Schedule (Exhibit "A") amends rates as indicated; and

**WHEREAS**, the Fee Schedule for Helt Engineering, Inc. is dated January 2006; and

**WHEREAS**, Helt Engineering, Inc. maintains prevailing wage requirements per Senate Bill 1999.

**PASSED, APPROVED, AND ADOPTED** on this \_\_\_\_\_ day of January , 2006 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Larry Adams, Mayor

**ATTEST:**

\_\_\_\_\_  
Helen Dennis, City Clerk

I, Helen Dennis, City Clerk of the City of California City, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the resolution passed and adopted by the City Council of the City of California City on the date and by the vote indicated herein.

\_\_\_\_\_  
Helen Dennis, City Clerk