

RESOLUTION NO. 03-46

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CITY ENGINEERING SERVICES WITH HELT ENGINEERING, INC.

WHEREAS, the City of Ridgecrest is desirous of continuing its contractual relationship with Helt Engineering, Inc. to provide City Engineering services; consultation; review and advice concerning general engineering; representation to the Kern Council of Governments, California Transportation Commission and CalTrans staff, the Environmental Protection Agency, the Federal Highway Administration, and other appropriate organizations; and related activities.

IT IS THEREFORE RESOLVED by the City Council of the City of Ridgecrest, California, authorizing the City Manager to execute AGREEMENT FOR CITY ENGINEER presented as Attachment "A."

APPROVED AND ADOPTED, this 6th day of August, 2003 by the following vote:

AYES: Mayor Carter, Council Members Clark, Holloway, Martin, and Morgan

NOES: None

ABSENT: None

ABSTAIN: None



Ronald H. Carter, Mayor

ATTEST:



Harvey M. Rose
City Clerk

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03-16

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 RIDGECREST, a municipal corporation, hereinafter referred to as "City;"

WITNESSETH:

WHEREAS, California Government Code Section 53060 authorizes the legislative body of any municipal corporation to retain the services and advice of any person for 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 engineering services to City as required by the City Manager, including but not limited to consultation; review and advice concerning general engineering; representing City to Kern Council of Governments, California Transportation Commission and CalTrans staff, the Environmental Protection Agency, the Federal Highway Administration, and other appropriate organizations; and related activities.

Section 2. City shall pay to City Engineer for such services in Section 1 \$1,000 per month.

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 monthly basis, and City shall pay same upon approval of the City Manager.

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 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 1st day of July, 2003, at Ridgecrest, California.

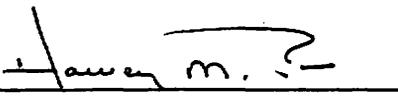
City Engineer:

City:

HELT ENGINEERING, INCORPORATED

CITY OF RIDGECREST,
a municipal corporation

By: 
Gerald Helt

By: 
Harvey M. Rose
City Manager

Approved as to Form: _____
Keith Lemieux
City Attorney

EXHIBIT "A"

HELT ENGINEERING, INC. Effective Date: August 6, 2003
2930 Union Ave., Bakersfield, CA 93305 (661)323-6045 FAX: (661)323-0799

FEE SCHEDULE

PERSONNEL

ENGINEERING

PRINCIPAL.....	\$ 75.00
CIVIL ENGINEER/SENIOR PROJECT MANAGER.....	\$ 70.00
PROJECT MANAGER.....	\$ 65.00
ASSISTANT PROJECT MANAGER.....	\$ 60.00
SENIOR TECHNICIAN.....	\$ 55.00
TECHNICIAN.....	\$ 50.00

SURVEYING

TWO PERSON SURVEY CREW.....	\$ 115.00
ONE PERSON SURVEY CREW (Trimble Total Station; GPS).....	\$ 85.00
LICENSED LAND SURVEYOR.....	\$ 70.00
ASSISTANT LAND SURVEYOR.....	\$ 65.00

ADDITIONAL

WORK OUT OF TOWN..... QUOTE PER JOB
AERIAL PROJECTS (HORIZONTAL/VERTICAL).... QUOTE PER JOB
PHOTO REPRINTS

20"X24".....	\$ 95.00
16"X20".....	\$ 60.00
11"X14".....	\$ 35.00
8 1/2"X11".....	\$ 24.00
8"X10".....	\$ 16.00
5"X7".....	\$ 10.00
TRANSPARENCIES.....	\$ 25.00
PROOF SHEETS.....	\$ 15.00

MATERIALS, REPRODUCTIONS, BLUEPRINTS, EXPRESS MAIL AT
ACTUAL COST/NO MARKUP

FAX (SEND OR RECEIVE) 1 ST PAGE.....	\$ 2.00
ADDITIONAL PAGES EACH.....	\$.50
COMPUTER DISKETTES (ALL DOS TYPES) EACH.....	\$ 2.00

FREE SERVICES

FIELD LASER EQUIPMENT/TRIMBLE TOTAL STATION (GPS)
& DATA COLLECTION COMPUTERS..... NO CHARGE
IN-HOUSE COMPUTERS..... NO CHARGE
MS-WINDOWS NT BASED SYSTEMS WITH ACAD, COGO, ASG,
EARTHWORKS, DESIGN, DIGITAL TERRAIN MODELING, ETC.)