

RESOLUTION NO. 772

RESOLUTION APPOINTING ENGINEER OF WORK AND AUTHORIZING
EXECUTION OF AGREEMENT

BE IT RESOLVED by the City Council of the City of San Anselmo, Marin County, California, that J. C. OGLESBY, a registered Engineer of the State of California, be, and he is hereby, appointed Engineer of Work for the doing of all of the necessary engineering work and exercising all of the functions provided for the office of Engineer of Work and Superintendent of Streets under the "Improvement Act of 1911" in connection with the improvement work in the City of San Anselmo to be known as the construction of improvements in Assessment District No. 1959-1, City of San Anselmo, Marin County, California; and

BE IT FURTHER RESOLVED that the employment of the said J. C. OGLESBY shall be as provided in the attached agreement; and

BE IT FURTHER RESOLVED that the Mayor and the City Clerk of the City of San Anselmo be, and they are hereby, authorized to sign and attest the attached agreement employing the said J. C. OGLESBY as Engineer of Work for and in behalf of the City of San Anselmo in said assessment district.

* * *

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the City Council of the City of San Anselmo, Marin County, California, at a regular meeting thereof, held on the 10th day of February, 1959, by the following vote, to wit:

AYES: Councilmen Booth, Martirelli, Little, Tranchini, Smith
NOES: Councilmen none
ABSENT: Councilmen none

Anita U. Gannon
ANITA U. GANNON, City Clerk,
City of San Anselmo, Marin
County, California.

(SEAL)

I, ANITA GANNON, City Clerk of the City of San Anselmo, do hereby certify that the foregoing is a correct copy of a Resolution adopted by the City Council of the City of San Anselmo the 10th day of February, 1959.

Anita Gannon
ANITA GANNON, City Clerk

ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made this 10th day of February, 1959, by and between the CITY OF SAN ANSELMO, a municipal corporation, FIRST PARTY, and J. C. OGLESBY, registered civil engineer, SECOND PARTY:

W I T N E S S E T H :

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The CITY OF SAN ANSELMO proposes to initiate special assessment proceedings for improvements.
2. The CITY OF SAN ANSELMO hereby employs J. C. OGLESBY as Engineer of Work for the doing of all of the work to be provided by the Engineer of Work and Superintendent of Streets under the Improvement Act of 1911 in connection with said improvement work hereinabove described and to be done in Assessment District No. 1959-1, City of San Anselmo, Marin County, California. Said services shall include the following:
 - a. Doing of all the necessary engineering work and exercising of all functions provided for the office of Engineer of Work and Superintendent of Streets in the Improvement Act of 1911;
 - b. Preparation and furnishing of all plans and specifications, all surveys, original drawings, maps and blue prints; preparation of assessment roll, assessment diagram and warrant and any and all other services which may be required from the Engineer of Work under the provisions of the Improvement Act of 1911;
 - c. Doing all inspection work;
 - d. Rendition of general consultation and advice to FIRST PARTY, its officers, agents or employees with relation to the handling of the engineering phases of the aforesaid improvement.
 - e. Attendance at such conferences and public meetings in the City of San Anselmo as may be reasonably necessary to perform this contract of employment.
3. The services to be rendered by the said J. C. OGLESBY as Engineer of Work shall include construction engineering and shall also include the supervision of construction and inspection thereof. Said work shall be done under the inspection of the said J. C. OGLESBY.

4. For said services the said J. C. OGLESBY shall receive for and as provided by law the following sums of money:

Eight per cent (8%) of the contract price for all engineering services hereinabove outlined; and

Inspection fees at the cost thereof.

The above compensation is all to be based on the contract price of the work without incidental expenses.

5. Said fees hereinabove provided to be paid to the said J. C. OGLESBY shall be payable as follows:

- a. Eighty per cent (80%) of the Eight per cent (8%) engineering services shall be paid upon the awarding and signing of the contract.
- b. The balance of the engineering fees and the inspection fees shall be paid upon confirmation of the assessment, diagram and warrant and delivery thereof to the contractor or its assigns.

6. In the event the proposed proceedings herein contemplated shall be defeated or for any reason fail of consummation, then the said J. C. OGLESBY shall receive the reasonable value of services performed by him at the time of said abandonment or defeat of said proceedings.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, this 10th day of February, 1959.

ATTEST:

Arita Gannon
City Clerk

CITY OF SAN ANSELMO, a municipal corporation

By Arthur W. Ginn
Mayor

"FIRST PARTY"

J. C. Oglesby
J. C. OGLESBY

"SECOND PARTY"