RESOLUTION NO. 79-47

BLUE RIDGE SEWER IMPROVEMENT DISTRICT

THAT WHEREAS, the Blue Ridge Sewer Improvement District has been divided into a number of proposed Assessment Areas; and

WHEREAS, within Assessment Area 1E a Petiton pursuant to A.R.S. Section 11-714 has been circulated and filed with the Clerk of the Board of Supervisors, signed by the owners of a majority of the frontage of the property fronting on the proposed improvement; and

WHEREAS, in order to adopt a Resolution of Intention it is necessary that the Board of Directors designate a District Engineer and have plans and specifications and estimates of the costs and expenses of the improvement prepared by the Engineer and estimates of the assessments must be prepared and filed with the Clerk of the Board of Supervisors;

THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Blue Ridge Sewer Improvement District finds that the Petition pursuant to A.R.S. Section 11-714 to authorize expenditures is in good and proper form and substance, and sufficient and it conforms in all respects to the requirements of A.R.S. Section 11-714; and further that the Engineering Firm of Lowry & Associates is hereby authorized pursuant to the attached Contract to proceed with the work necessary prior to the adoption of the Resolution of Intention to order the improvments pursuant to A.R.S. Section 11-711.

BE IT FURTHER RESOLVED THAT John G. Gliege, the attorney for the Blue Ridge Sewer Improvement District shall be authorized to work with the Engineers in preparation of the necessary documents and the Resolution of Intention to order the improvement.

ADOPTED THIS 21st day of August, 1979.

Norman W. Dunlap

John L. Butler

Charles A. Butler

AGREEMENT FOR GENERAL ENGINEERING SERVICES
BETWEEN BLUERIDGE SEWER IMPROVEMENT DISTRICT, ASSESSMENT AREA
AND LOWRY AND ASSOCIATES

THIS AGREEMENT made and entered into this ___ day of _____, 1979, by and between the BLUE RIDGE SEWER IMPROVEMENT DISTRICT on behalf of Assessment Area No. 1B, herein referred to as "DISTRICT", and LOWRY AND ASSOCIATES, a California corporation, formed under and existing pursuant to the laws of the State of California and the State of Arizona, hereinafter referred to as "ENGINEER".

W I T N E S S E T H:

WHEREAS, DISTRICT and ENGINEER desire to execute an agreement in regard to such engineering services as District may desire to obtain from ENGINEER from time to time; and

WHEREAS, DISTRICT contemplates construction of sewerage facilities known as local collector sewers, pump stations and force mains and lateral sewer connections which will connect to the sewerage facilities owned and operated by the Pinetop-Lakeside Sanitary District, and

WHEREAS, ENGINEER was selected by a committee from the Blue Ridge Homeowners Association which represents homeowners within the District, to provide engineering services for the DISTRICT, and

WHEREAS, ENGINEER has represented to the DISTRICT that it has available adequate personnel who are well qualified by reason of education and experience for the required engineering services, and

WHEREAS, ENGINEER has incurred certain expenses involved in the formation of the Assessment Area, and

WHEREAS, it is the desire of the DISTRICT and ENGINEER to set forth an understanding relative to compensation to be paid ENGINEER for such services, as well as other related matters;

NOW, THEREFORE, it is mutally agreed and understood between the parties as follows:

SECTION I: EMPLOYMENT

The DISTRICT hereby employs ENGINEER to furnish the services hereinafter mentioned at and for the compensation herein stipulated and ENGINEER hereby accepts such employment and terms herein stipulated.

SECTION II: SERVICES BY ENGINEER

The services required or previously completed by ENGINEER under this Agreement are those described as follows:

(A) Assessment Area formation services which include (1) preparation of a legal description of the assessment area boundaries; (2) compilation of property ownership records within Assessment Area; (3) verification of property ownership during petition signing process; (4) and attendance at public meetings and hearings as a representative of the DISTRICT.

(B) Design of necessary sewerage facilities known as local collector sewers, pump stations and force mains and lateral sewer connections within

the Assessment Area for use and benefit by those properties within the Assessment Area.

(C) Contract Administration and Inspection during the construction of the necessary sewerage facilities.

(D) Basic engineering support services that may be required by the Assessment Area from time to time to implement the sewerage program.

SECTION III: EFFECTIVE DATE, TIME PERIOD & TERMINATION OF AGREEMENT

This Agreement shall become effective on the date of the last party to sign. The last party to sign shall insert and initial the effective date on page one of this Agreement, but failure to do so, or correctly to do so, does not change the effective date.

This Agreement shall remain effective until terminated by DISTRICT or ENGINEER.

DISTRICT or ENGINEER, in the sole discretion of each, may terminate this Agreement by giving ten (10) days prior written notice. In such event, DISTRICT shall forthwith pay ENGINEER in full for all work previously authorized and completed. Uncompleted work shall be paid for on a pro-rata basis determined by DISTRICT based on the value of the completed work.

SECTION IV: PAYMENT TO ENGINEER

For performance as provided in this Agreement, DISTRICT, on behalf of the Assessment Area, shall pay ENGINEER as follows:

(A) Formation Services: For the engineering services described in Section II(A) above, the DISTRICT shall pay ENGINEER an actual fee determined in accordance with the ENGINEER's Standard Schedule of Compensation effective at the time work is performed (current Schedule is January 1, 1979, and attached hereto and marked Exhibit "A"). All costs incurred by ENGINEER shall be submitted to DISTRICT for approval within 30 days of the effective date of this Agreement.

(B) Design: For services described in Section II(B), the DISTRICT shall pay ENGINEER a fee of 12.5% of the estimated/actual construction cost.

(C) Contract Administration & Inspection: For engineering services described in Section II(C), the DISTRICT shall pay ENGINEER an actual fee determined in accordance with the ENGINEER's Standard Schedule of Compensation at the time work is performed (current Schedule is January 1, 1979 and attached hereto and marked Exhibit "A").

(D) Basic Engineering Support Services: For the services described in Section II(D) above, the DISTRICT shall pay the ENGINEER a multiple of 2.4 times the ENGINEER's direct salary rate. This cost includes compensation to the ENGINEER for general overhead and local travel costs normally associated with the required engineering services. Additional expenses including, but not limited to out-of-town travel, lodging, special equipment rental and other related costs, will be paid to ENGINEER at actual cost plus ten percent (10%) for handling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate of the date set opposite their names.

LOWRY AND ASSOCIATES

By:_____ Date_____
BRUCE E. WITCHER

By:_____ Date_____
DONALD J. MARTINSON

BLUE RIDGE SEWER IMPROVEMENT DISTRICT
ON BEHALF OF ASSESSMENT AREA __

By_____ Date_____

By_____ Date_____

APPROVED AS TO FORM:

By:_____
John Gliege
Attorney

JANUARY 1, 1979

STANDARD SCHEDULE OF COMPENSATION

Lowry & Associates
Consulting Civil Engineers

Applicable for Services Furnished on Per Hour Basis

CLASSIFICATION	PER HOUR
Senior Principal Engineer	$ 59.00
Principal Engineer	$ 50.00
Senior Engineer	$ 44.00
Senior Planner	$ 44.00
Senior Scientist	$ 44.00
Engineer	$ 34.00
Resident Engineer	$ 34.00
Planner	$ 32.00
Computer Programmer	$ 29.00
Assistant Engineer	$ 26.00
Senior Draftsman	$ 26.00
Senior Inspector	$ 24.00
Construction Inspector	$ 21.00
Draftsman	$ 21.00
Computer Operator	$ 21.00
Engineering Technician	$ 13.00
Technical Report Preparation	$ 14.00
2-Man Survey Crew	$ 38.00
3-Man Survey Crew	$ 47.00
Computer Time, Reproduction, Electronic Distance Measuring Equipment and other Approved Outside Services	Billed at Actual Cost Plus 10%
Incidental Expenses	Above Fees Include Incidental Costs for Loca Transportation, Telephone Costs, etc.
Travel Costs	Air, Bus and Taxi, Lodgin and other Related Travel Costs Billed at Actual Co

Minimum daily charge for court testimony as an expert witness is $650.00. Preparation for a court case will be charged at regular hourly rates.

L&A

RESOLUTION NO. 79-_____

BLUE RIDGE SEWER IMPROVEMENT DISTRICT

THAT WHEREAS, the Blue Ridge Sewer Improvement District has been divided into a number of proposed Assessment Areas; and .

WHEREAS, within Assessment Area 1B a Petiton pursuant to A.R.S. Section 11-714 has been circulated and filed with the Clerk of the Board of Supervisors, signed by the owners of a majority of the frontage of the property fronting on the proposed improvement; and

WHEREAS, in order to adopt a Resolution of Intention it is necessary that the Board of Directors designate a District Engineer and have plans and specifications and estimates of the costs and expenses of the improvement prepared by the Engineer and estimates of the assessments must be prepared and filed with the Clerk of the Board of Supervisors;

THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Blue Ridge Sewer Improvement District finds that the Petition pursuant to A.R.S. Section 11-714 to authorize expenditures is in good and proper form and substance, and sufficient and it conforms in all respects to the requirements of A.R.S. Section 11-714; and further that the Engineering Firm of Lowry & Associates is hereby authorized pursuant to the attached Contract to proceed with the work necessary prior to the adoption of the Resolution of Intention to order the improvments pursuant to A.R.S. Section 11-711.

BE IT FURTHER RESOLVED THAT John G. Gliege, the attorney for the Blue Ridge Sewer Improvement District shall be authorized to work with the Engineers in preparation of the necessary documents and the Resolution of Intention to order the improvement.

ADOPTED THIS _____ day of _____, 1979.

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