

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this 15th day of April, 1974, by and between MESA COUNTY, acting hereby and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called the "BOARD" and WESTERN ENGINEERS, INC., a corporation, organized under the laws of the State of Colorado, hereinafter called the "ENGINEER".

WHEREAS, the Board, acting on behalf of the public, desires to prepare for the future growth of Mesa County and whereas said future growth will further aggravate and expand existing problems of liquid waste collection and treatment; and,

WHEREAS, the Board has determined that a Master Plan Study and Report is essential to assist them in controlling the planning and construction of essential sanitation facilities; and,

WHEREAS, the Board has concluded that the Grand Valley Area of Mesa County, because of major existing and potential sanitation problems, should be given first priority in planning for existing and future land developments; and,

WHEREAS, the services of an Engineer are required for conducting studies and preparing a Master Plan Report; and,

WHEREAS, Western Engineers, Inc. proposes to furnish the necessary services and materials to complete the desired Master Plan Report, within the available funds, and within a reasonable period of time.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth for the above described services as follows:

- I. The Engineer agrees to perform services as follows:
 - A. To perform the necessary studies and complete the Master Plan Report, substantially as shown in the attached outline (EXHIBIT A), within the funds which are presently available.
 - B. To begin the studies by May 1, 1974, or within 10 days after being notified to proceed, and complete all work on the studies and report within 90 days thereafter.
 - C. To coordinate studies with related investigations and studies being conducted by others.

- D. To notify the Commissioners when a preliminary draft of the report has been prepared and to conduct a reviewing conference with representatives designated by them.
 - E. To furnish 50 copies of the completed report, without additional charge. Extra copies will be furnished at Ten Dollars (\$10.00) per copy, provided orders are received prior to printing and binding.
- II. The Board agrees to pay the Engineer, as compensation for performing the above described services, as follows:
- A. All services required to produce a preliminary draft of the proposed report, in accordance with the following schedule of projected earnings.

SCHEDULE OF PROJECTED EARNINGS

1. Services required for Sections I, II, III & IV - Exhibit A - 70 Percent of \$2,500.....	\$ 2,000.00
2. Services required for Sections V, VI & VII - Exhibit A - 70 Percent of \$15,000.....	\$12,000.00
3. Services required for Sections VIII & IX - Exhibit A - 70 Percent of \$2,500.....	\$ 2,000.00
4. Services required for Sections X, XI & XII - Exhibit A - 70 Percent of \$6,500.....	\$ 5,200.00
Estimated Accumulated Earnings.....	<u>\$21,200.00</u>
Suggested Retainage (minus).....	\$ 2,100.00
Payment to be Requested.....	\$19,100.00
B. Upon delivery of the designated number of copies of the Master Plan Report, the balance of the contract amount.....	\$10,900.00

III. The Board and the Engineer mutually agree to the following:

- A. The Board may upon written notice, terminate the Contract at any time and an evaluation of the work completed or in progress shall be made and the basis for payment determined in accordance with said evaluation.

B. The Board and the Engineer mutually agree that neither party will assign or transfer his interest in this Agreement without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Grand Junction, Colorado this 15th day of April, 1974.

Witness Doris A. Lomas BOARD OF COUNTY COMMISSIONERS
MESA COUNTY, COLORADO

Title Dep. Co. Clerk By Jack Haddow
Chairman

Witness Clarence J. Bielak WESTERN ENGINEERS, INC.

Title Secretary By Richard J. Montville
President

TO: MESA COUNTY SANITATION SYSTEM COMMITTEE
Grand Junction, Colorado

FROM: Richard J. Mandeville, P.E.
WESTERN ENGINEERS, INC.

SUBJECT: PROPOSED MASTER PLAN STUDY AND REPORT - EXISTING
AND PROPOSED SANITATION FACILITIES - GRAND VALLEY
AREA OF MESA COUNTY, COLORADO

It is proposed that the subject study and report be conducted in accordance with the following outline:

I. PURPOSE AND SCOPE

- A. General description of existing and potential liquid waste treatment problems.
- B. Development of an economical and efficient plan for waste collection and treatment.

II. RESUME OF HISTORICAL DEVELOPMENT

- A. Summarize development of the Grand Valley with particular emphasis regarding activities and natural conditions which have contributed to the problems of liquid waste treatment.
- B. Existing Public Sanitation Facilities.

III. ECONOMICS

- A. Major industries
- B. Transportation Facilities
- C. Utilities
- D. Communication
- E. Education
- F. Health and Medical Services
- G. Financial Institutions

- H. Travel Accomodations
- I. Building Construction
- J. Assessed Valuation
- K. Family Income

IV. POPULATION

- A. Historical
- B. Present
- C. Projections
- D. Trends

V. INVENTORY OF EXISTING SANITATION FACILITIES

- A. Surplus capacity available
- B. Planned improvements and enlargements
- C. Modifications or improvements required
- D. Feasibility of combining systems
 - 1. Present possibilities
 - 2. Future possibilities

VI. PROPOSED SANITATION FACILITIES

- A. Immediate requirements
 - 1. Utilization of existing treatment capacity
 - 2. Plan for eventual combination into valley - wide system.
- B. Future Requirements
 - 1. Outfalls and interceptors
 - a. Stages of construction
 - b. Economic justification
 - 2. Treatment Facilities
 - a. Locations
 - b. Stages of construction
 - c. Service areas

VII. PROJECT PLAN

A. Ultimate Plan

1. Transmission system for maximum service
2. Treatment facilities for maximum service
3. Gathering systems for service areas

B. Interim Planning

1. Stage development of transmission facilities
2. Temporary utilization of existing surplus treatment capacity
3. Temporary treatment facilities
4. Orderly construction of gathering systems as conditions demand, within the concept of the ultimate plan

VIII. COST ESTIMATES

A. Gathering systems - service areas

1. Immediate requirements
2. Projected requirements

B. Transmission Facilities

1. Immediate requirements
2. Extensions to meet requirements
3. Projected requirements

C. Treatment Facilities

1. Short term improvements and enlargement of existing facilities
2. Temporary facilities
3. Permanent central treatment facilities

D. Project Costs

1. Sub-areas
2. System transmission lines
3. System treatment facilities

IX. OPERATION AND MAINTENANCE

A. Proposed operating entities

1. Gathering systems
2. Transmission lines
3. Treatment facilities

X. LEGAL CONTRACTURAL ENTITIES

A. Sanitation Districts

1. Advantages and disadvantages

B. Sewer and Water Systems Act of 1971

1. Powers of County Commissioners
2. Advantages and disadvantages

C. Associations

D. Municipalities

E. Other Legal Entities

XI. METHOD OF FINANCING (CONSTRUCTION)

A. Grant assistance

1. Federal
2. State
3. Local
4. Other

B. Loans

1. Conventional
2. Federal
3. State
4. Local

XII REPAYMENT

A. Taxes

B. Tap Charges

C. Service Sharges

D. Other

XIII. SUMMARY AND RECOMMENDATIONS

The foregoing outline is designed to list subjects which will be covered by studies and summarized in the proposed report.

Other pertinent studies and reports will be utilized in conducting necessary studies. It is anticipated that up-to-date information on pollution problems, population projections, industrial and commercial development and other significant information will be utilized in making the study. Municipalities, chambers of commerce, planning officials, special consultants and others will be contacted to assure that efforts will not be duplicated.

It is estimated that a minimum period of three months should be allowed to complete the studies and prepare a report, substantially in conformance with the above outline.

Signed: Richard J. Mandeville
Richard J. Mandeville, P.E.