



Please Note Meeting Day Change
COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held **Wednesday, April 11, 2018** at 6:00 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. QUORUM CHECK.
4. APPROVAL OF AGENDA.
5. APPROVAL OF MINUTES.

Regular Meeting March 14, 2018

6. BILLS PAYABLE
7. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
8. CITIZENS INPUT.
9. AGENDA ITEMS:
 - a. Discussion / Approval:
License Agreement Mountain Shadows Gravel Pit
 - b. Discussion / Approval:
NOCO Engineering Proposal to address the Disinfection by Products Exceedances
 - c. Discussion / Approval:
Proposal to sell Lot 452 Unit 23
 - d. Discussion:
RJH Engineering Proposal for Lake Beckwith Dam Outlet Works
10. ATTORNEYS REPORT.
11. NEW BUSINESS.
12. OLD BUSINESS.
13. CORRESPONDENCE.
14. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019. Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019. The public is invited to attend.

Posted April 6, 2018
Board of Directors

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into with an effective date of April 4, 2018, by and between the Colorado City Metropolitan District ("District") and Pueblo County, Colorado ("County"), collectively referred to as "parties."

WITNESSETH:

WHEREAS, District is the owner of the Colorado City Mountain Shadows Pit M-1979 158 in Colorado City, Colorado (hereinafter referred to as the "Pit"); and

WHEREAS, County requires construction material of satisfactory quality and quantity for use in the construction, improvements, and maintenance of its roads and highways; and

WHEREAS, the Parties desire to enter into this License Agreement (the "Agreement"), whereby County may use the Pit for the reasons set forth herein during the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

AGREEMENT

1. PROPERTY WARRANTY

(a) District warrants that it owns the above-described Pit and the mineral rights associated therewith, located on the property described in Exhibit A attached hereto and incorporated herein (the "Property") subject to any recorded encumbrances of title. Upon the request of County, District agrees to furnish County proof that it is the record titleholder to, or has sufficient authority over, said Pit to allow extraction of such minerals.

(b) To the extent permitted by law, District agrees to indemnify and hold harmless County, its representatives, successors, and assigns from claims and royalty rights asserted by any other person claiming an interest in this Property. The provisions of this Section 1 (b) shall survive termination or expiration of this Agreement.

(c) If requested by County, the continuance of mining operations under this Agreement is conditioned upon the receipt by County of adequate proof of title to surface rights and mineral rights to the leased Property. If County believes at any time that there is a defect in District's title, rendering it unmerchantable, and said defect cannot be corrected by District, said condition shall be deemed unsatisfied, and County shall have the right to immediately cancel this Agreement, and the parties shall have no further obligations of any nature hereunder, except for the rights and obligations that expressly continue after termination as set forth in Sections 1 (b), 2(d), 3(b), and 6(a).

2. OBLIGATIONS OF DISTRICT

(a) As consideration for the performance of County hereunder, District agrees to allow County use of the aforementioned Pit during the term of this Agreement by granting County a license to commence mining, crushing, and stockpiling operations for mining gravel, rock and sand on the Property comprising the Pit, pursuant to the usage restrictions of the District's Pit mining permit and all applicable laws and regulations at the time of said use.

(b) The license shall be exclusive to County, except for the rights reserved to District in Section 3 (c) of this Agreement.

(c) The Parties agree that County and/or its agents shall have the right of ingress and egress to and from the Pit Property and any adjacent property owned by District, where necessary for County to exercise the license granted herein. County shall have the right to do all things necessary or incidental to its operation in the Pit, including, but not limited to, the right to install, construct, operate, maintain, dismantle, and remove all its machinery, equipment, improvements, stockpile areas, and other facilities, and the right to strip and remove overburden on and from the Property and otherwise to use and occupy the Property as reasonably required in order to extract, process, store and remove the construction material from the Pit. If material is available at subject Pit, County agrees to use material only from the Pit, which is the subject of this Agreement, for any application in an area lying within the boundaries of Colorado City. County's operations on the Property and any adjacent District property shall be conducted in a workman-like manner as mutually determined by the parties. The parties understand and agree that all payments due hereunder shall fully compensate District for all rights and privileges granted County pursuant to this Agreement.

(d) County shall have one year after the termination of this Agreement within which to remove all crushed material, machinery and equipment stored under this Agreement, which right shall survive termination or expiration of this Agreement.

3. OBLIGATIONS OF COUNTY

(a) Prior to commencing crushing operations in the Pit, County shall strip and stockpile all topsoil and overburden at an agreed upon on-site location.

(b) Upon concluding operations at the Pit, County shall leave the Pit with a side slope of not greater than a 3: 1 ratio and shall perform dust abatement measures associated with its sand and gravel extraction operations hereunder as necessary or required by state or local government to control dust emissions. County shall perform all other abatement or reclamation duties required by governmental permits, licenses or regulations, at County's expense. To the extent permitted by law, County agrees to indemnify and hold harmless District, its representatives, successors, and assigns from any and all costs associated with abatement and/or reclamation of the Property and the Pit. The duties set forth in this Section (3)(b) shall survive termination or expiration of this Agreement.

(c) District hereby grants to County the right and privilege to explore, extract, wash, crush, mine, stockpile, store, remove, and purchase sand, gravel and rock material found by County under such land, for the term of this Agreement.

(d) As consideration for the obligations of District hereunder, County shall pay District at the rate of \$0.91 per ton which rate will increase by 3% on April 4 of each year that the Agreement is in effect for all material removed from the Pit, on a monthly basis. County shall be allowed 30 days to process each monthly payment. Material removed from District's premises shall be measured by the following method:

County shall record each lot of loads removed at 15 tons per tandem axle truck and 9 tons per bobtail truck. Unit weight for other trucks will be agreed upon after a field test has been completed to determine the weight of the material that can be loaded on the different sizes of units that will be used for the hauling of the material.

(e) District may purchase from County crushed gravel, sand or rock extracted from the Pit for use by District. The purchase price shall be calculated as follows: (the County's actual cost of extracting and crushing the gravel, sand or rock) * (the percentage of gravel, sand or rock purchased by the District).

District shall provide written notice to County of the amount and type of gravel, sand or rock needed, at least 30 days in advance when reasonably possible. County shall then calculate the purchase price and provide District with an estimated delivery date. The purchase price for gravel, sand or rock purchased by District will be subtracted from the next payment of royalties due from County to District, pursuant to Section (3)(c).

(f) If District determines, in its reasonable discretion, that it needs gravel, sand or rock from the Pit to perform maintenance of District facilities more quickly than County is able to provide the gravel, sand or rock per Section (3)(e), District can extract the gravel, sand or rock from the Pit itself or through a contractor, at the District's own cost and risk.

(g) County shall not sublet or assign this Agreement to any person or entity without the written consent of District.

(h) Hours of operation of any kind in the Pit, on adjacent District property and on access roads shall not begin earlier than dawn or continue past dusk. No operations will occur on Sunday.

(i) To offset the cost of purchasing the reclamation bond required by Permit No. M 1979-158, County shall reimburse the District in the amount of \$1,500 per year, in addition to any other payments due under this Agreement.

(j) To offset the cost to the District of the required Division of Reclamation, Mining, and Safety's annual permit fee and report the County agrees to reimburse the District for those associated costs which will be billed by the District to the County annually.

4. TERMINATION AND EXPIRATION

(a) The term of this Agreement shall be three years commencing April 4, 2018 and ending on April 3, 2021.

(b) Either party may terminate this Agreement by giving 180 days' prior written notice to the other party. If this Agreement is terminated, County shall have one year from the expiration of the 180-day period in which to complete its obligations hereunder and to remove any crushed material, machinery and equipment from the Pit Property and all other District property and to complete payment to District.

5. SURFACE SUPPORT

County shall not be liable for subsidence of the surface of the land, and District hereby discharges and releases County and waives all claims against County for all damages caused by surface subsidence.

6. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 3(f), County will indemnify and hold harmless District from all claims, liabilities, actions, damages, or expenses that are asserted against District due to County's mining activities under this Agreement. County agrees to provide liability insurance in a sufficient amount to protect County from risks associated with its activities on the Property that shall name District as an additional insured, and County shall be responsible for all of its operations related to mining of the Property. County agrees to provide workers compensation to all County employees working at the Pit. The provisions of this Section 6(a) shall survive termination or expiration of this Agreement.

7. MISCELLANEOUS

(a) This Agreement embodies the entire agreement of the parties and no understanding or agreements, verbal or otherwise, exist between the parties except as herein set forth. No change or modification of this Agreement shall be valid unless in writing and signed by County and District.

(b) Either party may, in its discretion, request that this Agreement or a memorandum of this agreement be recorded with the Pueblo County Clerk and Recorder. The other party hereby agrees to such recordation and to execute a memorandum of this Agreement for recordation purposes.

(c) In this Agreement the use of the singular form of expression shall include the plural and the use of the masculine gender shall include the feminine gender. The clause

headings appearing in the Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

(d) Nothing herein shall be deemed a waiver of governmental immunity or other protections afforded the parties under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.

(e) Nothing herein is intended to give any rights or remedies whatsoever to any person other than the parties and their respective successors and permitted assigns.

(f) In the event of breach, each party shall have all remedies available in law or equity. No failure to enforce a remedy shall be deemed a waiver, and all waivers shall be expressly set forth in writing. No waivers shall be deemed a waiver of any other breach.

8. SPECIAL CONDITIONS

(a) District will obtain all required permits for the operation of the Pit, upon the request of the County. County will reimburse District for all expenses incurred for obtaining the permits. County shall comply with and fulfill all provisions and requirements of the Mined Land Reclamation Division ("MLRD") Pit permit and any other permits issued for the Property and with all regulations, ordinances and law relevant to the operations of County on the Property.

(b) County will obtain a state exploration permit from DMG-MLRB, and will comply with all requirements of said permit.

(c) County shall have the right to sub-lease the Property for operational purposes, upon the written consent of District, which shall not be unreasonably withheld. Any gravel, sand, rock or other materials extracted from the subject pit shall be used only by Pueblo County within Pueblo County.

(d) Any aggregate already rejected by County or that may be rejected by County in the future is not subject to the terms of this Agreement and shall be available to District for use, sale, or other disposition as District in its discretion sees fit.

(e) All gravel, sand or rock presently stored at the Pit and owned by District is not subject to the terms of this Agreement.

[The remainder of this page is intentionally blank.]

PUEBLO COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

BY: _____
TITLE: _____

ATTEST:

Pueblo County Clerk

APPROVED TO AS FORM:

County Attorney

Director of Public Works

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____ as Chair of the Board of County Commissioners and
_____ as the Clerk of Pueblo County.

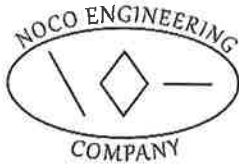
Notary Public
My Commission expires:

EXHIBIT A
Land Description

Colorado City Metropolitan District, along with other holdings, owns 40 acres in Pueblo County with the following legal description:

SE 14, SW 1/4, Sec. 33, T24S, R67W, 61h P.M. Also known as lot 15 of Mountain Shadow Estates.

The affected pit area (the "Property") lies roughly in the W 1/2, SE 1/4, SW 1/4, Sec. 33, T24S, R67W, 6th P.M.



11323 Coal Mine Street
Firestone, CO 80504
Phone: 720-324-3625
jcook@nec-engrs.com

March 29, 2018

David Valdez
District Manager
Colorado City Metropolitan District
4497 Bent Brothers Blvd.
Colorado City, CO 81019

Dear David:

Thank you for the opportunity to propose on the work associated with the Drinking Water Enforcement Order the State sent you regarding the Disinfection by Products (DBPs) exceedances in the distribution system. We believe we can work together to resolve the issues in a timely manner and have the State accept our proposed solution(s).

Our proposal includes the following four tasks.

1. Create an engineering evaluation report containing the following information:
 - a. Evaluation of the District's existing water sources.
 - b. Evaluation of the District's treatment and distribution system.
 - c. Preparation of an alternative analysis for lowering the levels of DBPs, which will include a cost estimate for each alternative.
 - d. Identification of the selected alternative with justification.
 - e. Identifying the funding sources for the selected alternative.
2. One site visit to gather information and to have a work session with staff.
3. If necessary, create plans and specifications for proposed/accepted solution(s).
4. Communicate with the State on the plan moving forward.

We are proposing to perform the work on a Time and Material Basis at our current hourly rates shown below.

PERIOD OF SERVICE:

- Services will commence upon return of signed copy of this Agreement.
- Services will commence immediately but may be suspended if a signed copy of this Agreement is not returned within ten (10) calendar days.
- Services will commence _____.
- Basic services will be completed within _____ calendar days after the commencement thereof, subject to delays beyond the control of NOCO Engineering Company.

COMPENSATION:

Client will pay NOCO Engineering Company for basic services:

- A lump sum amount of _____.
- On the basis of NOCO Engineering Company's current billing rates plus expenses not to exceed _____.
- On the basis of NOCO Engineering Company's current billing rates plus expenses.

Description	Rate	Unit Rate
Principal	\$ 125.00	per hour
Professional Engineer	\$ 110.00	per hour
Senior Project Manager	\$ 105.00	per hour
Project Manager	\$ 95.00	per hour
Senior Project Engineer	\$ 90.00	per hour
Project Engineer	\$ 85.00	per hour
Associate Engineer	\$ 75.00	per hour
Assistant Engineer	\$ 70.00	per hour
Senior Designer	\$ 90.00	per hour
Senior Construction Observer	\$ 100.00	per hour
Administration	\$ 45.00	per hour
Mileage	\$ 0.65	Per mile
Subconsultants	10%	Cost Plus
Printing	10%	Cost Plus
Supplies	10%	Cost Plus

Payment will be due in full within ten (10) days following the month in which the work is invoiced. It is agreed that if payment in full is not paid when due, NOCO Engineering Company may immediately cease work. Client may suspend or terminate NOCO Engineering Company's services for cause by written notice. In the event any delay or suspension by Client exceeds three (3) months, NOCO Engineering Company may require adjustment of the compensation provided for herein. In the event this Agreement is terminated by either party before the completion of services, Client will pay NOCO Engineering Company for all services rendered and expenses incurred to the date of termination plus expenses attributable to termination. The Client will pay a finance charge of 1.5% per month on the unpaid balance on accounts after thirty (30) days. It is expressly understood that the amount of the finance charge will be added each month to the account balance. It is agreed that NOCO Engineering Company's liability to owner and all construction contractors for professional errors, omissions, or negligence in the services rendered under this work order shall be \$15,000.00 or the amount of NOCO Engineering Company's compensation as set forth above, whichever is less. Contract documents prepared for construction of the project shall include similar provisions.

PLEASE READ, SIGN, AND RETURN AN EXECUTED ORIGINAL TO NOCO ENGINEERING COMPANY

CLIENT: Colorado City Metropolitan District

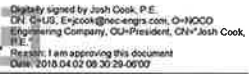
NOCO ENGINEERING COMPANY

By: _____

By: Josh Cook, P.E.

By: _____
(Signature)

By: Josh Cook, P.E.
(Signature)



Digitally signed by Josh Cook, P.E.
DN: cn=Josh Cook, o=NOCO
Engineering Company, ou=President, cn=Josh Cook,
P.E.
Reason: I am approving this document
Date: 2018.04.02 08:30:29-0600

Date: _____

Date: April 2, 2018



March 26, 2018
Proposal 18P015

Mr. David Valdez
District Manager
Colorado City Metropolitan District
P.O. Box 19390
Colorado City, CO 81019

**Re: Proposal for Engineering Services, Lake Beckwith Dam Outlet Works
Rehabilitation 30 Percent Design**

Dear David:

Consistent with our previous discussions, RJH Consultants, Inc. (RJH) is pleased to submit this proposal for engineering services to assist the Colorado City Metropolitan District (District) advance implementation of rehabilitation of the outlet works at Lake Beckwith Dam. Our understanding of the project, objectives, assumptions, scope, schedule, and fees are presented in the following sections.

Background

RJH previously completed an Outlet Works Rehabilitation Alternatives Memorandum dated January 22, 2016 that provided alternative concepts and estimated costs for rehabilitating the Lake Beckwith Dam Outlet Works. The memorandum was a first step in addressing the deficient outlet works drawdown capacity. Based on this previous work, the outlet works would be required to have a minimum discharge capacity of 35 cubic feet per second (cfs) to lower the top 5 feet of the reservoir pool in 5 days as required by the State Engineer Dam Safety Regulations for a High Hazard Dams. The current outlet works has a maximum discharge capacity of 11.5 cfs, which would require 15.5 days to lower the top 5 feet of the reservoir pool.

The District has identified grants and low interest loans available from the Colorado Water Conservation Board Construction Loan Fund (CWCB). Consistent with our discussions and discussions with the CWCB and the SEO, two documents are required to obtain CWCB grants and loans. These are:

- 30 percent complete design level documents of the selected alternative to meet the required SEO drawdown requirements. The 30 percent design will be based on Outlet Rehabilitation Alternative 1, Parallel Siphon, from the RJH Outlet Works

Rehabilitation Memorandum dated January 16, 2016. These documents will be developed and prepared by RJH.

- Loan Feasibility Study that provides the technical design and information about the District. Preparation of the Loan Feasibility Study will be a team effort between the District, the District's Water Rights Attorney, District's General Counsel, and RJH Team. RJH has included in this proposal scope and fees to lead and coordinate the overall effort of the Team, to assemble the study, and to perform the engineering related tasks. Fees for other members of the Team will be paid directly by the District and the District will need to develop contracts directly with the other Team members.

Preparation of the 30 percent complete design level documents and the CWCB Loan Feasibility Study will be performed concurrently. The information obtained from preparing the 30 percent complete design level documents will be appropriately incorporated into the applicable sections of the Loan Feasibility Study to avoid duplication of effort.

Basis of Scope and Fee

We have based our scope and fee on the following:

1. Rehabilitation Alternative 1, Parallel Siphon, from the RJH Outlet Works Rehabilitation Memorandum dated January 16, 2016 will be advanced and existing concepts contained in the January 16, 2016 Memorandum will be utilized to the extent possible in the preparation of 30 percent design level documents.
2. Geotechnical investigations will only be performed along the proposed new siphon alignment and at the abandoned outlet proposed diaphragm filter location.
3. The District will provide a rubber-tired backhoe and operator to excavate test pits along the proposed new siphon alignment and at the discharge end of the existing abandoned outlet works conduit.
4. Additional topographic survey data will be required to support 30 percent design level documents.
5. A Class 3 cost opinion as defined by the Standard Classification for Cost Estimate Classification System (ASTM E 2516 - 11) is required to support budgeting and financial planning.
6. The Loan Feasibility Study requirements are detailed in an outline contained in the CWCB *Water Project Loan Program Guidelines*, revised and dated January 2006. Preparation of the Loan Feasibility Study will be a joint team effort between RJH, the District staff, the District's Water Rights Attorney, and the District's Attorney. In general, RJH will perform the work required by the "Outline" as described in the following outline sections:
 - 2.4.2 Selected Alternative
 - 2.4.3 Cost Estimate
 - 2.4.4 Implementation Schedule
 - 2.4.6 Institutional Feasibility

The District and other team members will complete the remaining items of work required by the “Outline” generally described as follows:

- Project Purpose
- Project Sponsor
- Water Demands and Water Rights
- Analysis of Project Alternatives
- Project Impacts
- Project Financial Plan

RJH will compile the work performed by RJH and the work performed by others into a single Loan Feasibility Study document. The District and other Team members will provide the information according to the schedule developed by RJH.

Scope of Work

Task 1 –Topographic Survey

Subtasks:

1. Perform topographic surveying to obtain additional topography in the reservoir, around the right dam abutment down to the water treatment plant along the proposed siphon alignment, and at the discharge end of the abandoned outlet works conduit.
2. Incorporate the additional topography into the base map that was developed from the 2016 Pueblo County topographic survey data and develop a base map to support development of the drawings. The intent is that this topography will be suitable to support development of final designs to manage overall cost of the work.

Deliverables:

- None. Topography will be included in Task 3 - 30 Percent Design Level Plans.

Task 2 – Analyses

Subtasks:

1. Refine previously performed hydraulic analyses to finalize selection of the new pipe and to compute the outlet works capacity and flow velocities based on new topographic data and developed outlet details. Perform analyses to confirm the combined system will meet the SEO requirements.
2. Perform hydraulic analyses to size the trash rack and structures to achieve the required hydraulic performance.
3. Perform structural analyses to support sizing and design of the concrete intake, discharge and vault structures, and trash rack.

4. Perform filter compatibility analyses and size the diaphragm filter for the abandoned outlet works conduit and confirm that the required filter materials are commercially available.
5. Prepare analyses memoranda that document the analyses and that can readily be used in later stages of design development.

Deliverable:

Brief technical memoranda that will be included as an appendix to the Loan Feasibility Study and Loan Application Report (Report) describing analyses performed and results of the analyses.

Task 3 – 30 Percent Design Level Plans

Subtasks:

1. Develop drawings for the selected alternative that are suitable to illustrate the required work and support development of a cost opinion. Drawings will be developed in an AutoCAD format and in a 22- by 34-inch format to facilitate advancing the drawings in later stages of design. The following drawings are anticipated:
 - a. Cover Sheet
 - b. General Plan of Modifications
 - c. Outlet Works Plan
 - d. Outlet Works Profile, Sections, and Details (3 sheets)
 - e. Abandoned Outlet Conduit Diaphragm Plan, Profile, Sections, and Details
 - f. Intake, Discharge, and Vault Structures Details and Sections (2 sheets)

Deliverables:

- None: Drawings to be included as an appendix to the Report prepared in Task 7. The drawings in the appendix will be presented in an 11- by 17-inch format.

Task 4 –Opinion of Probable Costs

Subtasks:

1. Develop a preliminary bid list and identify items that would be lump sum and unit price.
2. Develop an estimate of quantities of primary materials required to construct the work.
3. Using recently published cost data, recent construction project bid tabulations of similar work, our in-house database, and discussions with contractors, develop unit and lump prices.
4. Develop an Opinion of Probable Construction Cost based on the 30 percent complete drawings.
5. Develop an estimate of the cost to complete final design and construction documents suitable to obtain SEO acceptance.

6. Develop an estimate of the cost to prepare bidding documents and procure a construction contractor.
7. Develop an estimate of the cost to perform construction engineering, inspection and documentation, laboratory testing, and construction completion documents to meet SEO requirements and assist the District in managing the construction work.

Deliverables:

- Brief cost memoranda that will be included as an appendix to the Loan Report prepared in Task 7.

Task 5 – Geotechnical Investigations

Subtasks:

1. Perform field investigations to support development of the 30 percent design by excavating test pits to identify the subsurface soil profile and obtain materials for testing.
 - a. Dig an estimated six to eight test pits along the proposed new siphon alignment.
 - b. Dig one test pit near the anticipated location of the proposed diaphragm filter.
2. Collect bulk soil samples (cuttings) from the test pits.
3. Observe backfilling of the test pits with the excavated materials that is being completed by District staff.
4. Perform laboratory tests on representative samples from the test pits to characterize materials. The expected laboratory tests are summarized in Table 2.

**TABLE 2
LABORATORY TESTING SCHEDULE**

Test	Number of Tests	Purpose
Atterberg Limits	2	Evaluate the plasticity of fine grained soil and bedrock and assist with sample classification.
Grain Size Analysis	3	Evaluate the particle size distribution of Site materials and assist with sample classification.
Moisture Content	4	Evaluate the natural moisture content of Site materials.
Standard Proctor Compaction	1	Evaluate the maximum dry density and optimum moisture content of Site fill materials.
Unconfined Compressive Strength	4	Evaluate the strength of bedrock.

5. Perform quality assurance review of collected samples and field logs by a senior engineer/geologist.
6. Prepare final test pit logs based on the field logs, quality assurance review, and laboratory test results.
7. Quantify expected rock excavation for new siphon construction.

8. Prepare a Geotechnical Memorandum to present the data collected from the Site investigation. The report will include text that describes the data collection methods, appendices with photographs, test pit logs, and laboratory test data and collected data. The report will not include interpreted Site conditions or recommendations.

Deliverables:

- Memoranda to be included as an appendix to the Loan Report in Task 7.

Task 6 – Project Management and Coordination

Subtasks:

1. Manage and coordinate work to be performed and prepare and submit monthly invoices and progress reports. RJH will actively manage the project to maintain schedules and work within budgets to achieve project objectives efficiently. This will include periodic internal team meetings.
2. Participate in one project progress meeting with the District following the submittal of the 30 percent design level documents.

Deliverables:

- Meeting notes provided electronically in .pdf format.
- Monthly progress reports and invoices.

Task 7 – Prepare Loan Feasibility Study and Loan Application Report

Subtasks:

1. Develop an overall schedule for implementation of the Feasibility Study Report and provide required dates for draft data to the Team members.
2. Coordinate the work that is being performed by the non-RJH Team members.
3. Manage and coordinate work to be performed by RJH and prepare and submit monthly invoices and progress reports. RJH will actively manage the project to maintain schedules and work within budgets to achieve project objectives efficiently. This will include periodic internal team meetings.
4. Participate in one project progress meeting with the District during the preparation of the feasibility study.
5. Describe the selected alternative.
6. Prepare a map of the entire project area showing locations of project components, topographic features, and floodplains.
7. Integrate the analyses, designs, and cost opinions developed in other tasks.
8. Prepare an overall project implementation schedule and define beginning and completion dates for key tasks required for project implementation.

9. Identify permits, agreements, court actions, and government agency approvals required for project implementation.
10. Compile the Loan Feasibility Study document using those "Outline" sections completed by RJH and the remaining sections supplied by other Team members.
11. Review the work of all Team members for consistency, identify if needed information is missing, and obtain clarifications and additional information where needed.
12. Prepare a draft Report and distribute to the Team for review.
13. Incorporate comments and prepare a final Report for submittal to the CWCB that incorporates the comments.

Deliverables:

- One electronic copy in .pdf format of the draft Report.
- One electronic copy in .pdf format and ten hard copies of the final Report.

Fee Estimate

We propose to complete all tasks on a time and expense basis in accordance with the attached Fee Schedule and Standard Conditions for Professional Services. Our estimated cost to complete the tasks described above is \$96,000. Actual costs could be higher or lower than estimated based on the actual level of effort required to complete an individual task. We will not exceed this estimated amount without prior authorization from the District and will invoice monthly based on the work completed.

Schedule

RJH can begin work within 6 weeks of receiving a signed agreement and we estimate 5 months will be required to complete the described scope of work.

We appreciate your consideration of RJH for this proposed work and look forward to assisting the District on this project. If you concur with the information included in this scope of services, please sign this proposal and return one copy.

Please call if you have any questions or require additional information.

Sincerely,

RJH CONSULTANTS, INC



Michael L. Graber, P.E.
Senior Project Manager

MLG/jmm

Attachments:

Standard Conditions for Professional Services
2018 Fee Schedule

Name (Please Print)

Title

Signature

Date

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No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying or facsimile, without permission in writing from RJH Consultants, Inc.

STANDARD CONDITIONS FOR PROFESSIONAL SERVICES

1. **CONTRACT.** This Agreement for Consulting Services (Contract) is made and executed by and between RJH CONSULTANTS, INC., a Colorado corporation (RJH), and Colorado City Metropolitan District (Client).
2. **PERFORMANCE OF SERVICES.** Client does hereby engage RJH to perform and provide the services hereinafter set forth, and RJH does hereby agree to perform such services in accordance with the terms and conditions hereof. Consultant shall provide at its sole cost and expense all materials, equipment, and personnel required to perform its services under and pursuant to this Contract.
3. **COMPENSATION FOR SERVICES AND PAYMENT TERMS.** Client agrees to pay RJH in accordance with the fee schedule and payment terms in the proposal. RJH will submit invoices monthly. Payment is due within 15 days after receipt of the invoice. Interest will accrue at the rate of 1-1/2 percent per month on the invoiced amount in excess of 30 days past the invoice date. All payments will be made by either check or electronic transfer to the address specified by RJH.
4. **STANDARD OF CARE.** RJH will perform its services under this Contract in a manner consistent with that degree of skill and care ordinarily exercised by similarly-situated members of RJH's profession currently practicing in the same locality under similar conditions. RJH makes no other warranties or representations, either expressed or implied, regarding the quality of services provided hereunder.
5. **CLIENT'S RESPONSIBILITIES.** Client shall perform the services and/or provide the materials which are identified in the proposal.
6. **EXTRA WORK.** Client agrees that an amount of money representing a contingency fund for authorized extra work is included within the funds appropriated by the Client for this project. RJH agrees that no extra work for which additional compensation will be requested shall be commenced or undertaken without the prior notice to and consent of the Client. In the event such extra work is requested and approved, the Client agrees to pay RJH at the rate and/or in the amount agreed in writing between Client and RJH.
7. **RIGHT OF ENTRY.** Client agrees to furnish RJH with the right-of-entry and a plan of boundaries of the site where RJH will perform its services. If Client does not own the site, Client represents and warrants that it will obtain permission for RJH's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Contract. RJH will take reasonable precautions to reduce damage to the site from use of equipment, but RJH is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from RJH's operations has not been included in its fee, unless specifically stated in the Contract.
8. **UNDERGROUND STRUCTURES.** Unless otherwise agreed upon, Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. RJH will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by Client, then there will be a risk to Client associated with conducting the exploration. In the absence of confirmed underground structure locations, Client agrees to accept the risk of any damages and losses resulting from the exploration work.



9. CONSTRUCTION SERVICE. If included in the scope of service in the Contract, RJH will provide personnel to observe specific aspects of construction as stated in the Contract and to ascertain that construction is being performed in general accordance with the plans and specifications.

a. RJH cannot provide its opinion on the suitability of any part of the work performed unless RJH's personnel make measurements and observations of that part of the construction. By performing construction observation services, RJH does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor.

b. In consideration of any review or evaluation by RJH of the various bidders and bid submissions and to make recommendations to the Client regarding the award of the construction Contract, the Client agrees to hold harmless and indemnify RJH for all costs, expenses, damages, and attorneys' fees incurred by RJH as a result of any claims, allegations, administrative, or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions and/or recommendations concerning the award of the construction Contract.

10. INSURANCE. RJH agrees to procure and maintain at its own cost, and for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by RJH, his agents, representatives, and employees. RJH will carry the types and amounts of insurance in the usual form with the following minimum limits for completed operations:

a. Workers' Compensation and Employer's Liability (statutory): Comply with the laws of the State(s) in which the project is located.

b. Comprehensive General Liability (CGL) Insurance:

- i. Bodily Injury: \$1,000,000 per occurrence and \$1,000,000 in aggregate.
- ii. Property Damage: \$1,000,000 per occurrence; \$1,000,000 in aggregate.

c. Comprehensive Automobile Insurance:

- i. Bodily Injury: \$400,000 per person; \$1,000,000 per occurrence.
- ii. Property Damage: \$1,000,000 per occurrence.
- iii. This insurance will include all owned, non-owned, and hired vehicles used in connection with the work.

d. Professional Liability Insurance: \$500,000 per claim and in aggregate.

11. INDEMNIFICATION. To the fullest extent permitted by law, RJH agrees to indemnify and hold Client harmless from and against any liabilities, claims, damages, and costs (including reasonable attorneys' fees) to the extent caused by the negligence or willful misconduct of RJH in the performance of services under this Contract.

12. LIMITATION OF LIABILITY. To the fullest extent permitted by law, the total liability, in the aggregate, of RJH and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to RJH's services, the project, or



this Contract, will not exceed the total compensation received by RJH under this Contract, or \$50,000, whichever is greater. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of RJH or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. Client further agrees to require that all contractors and subcontractors agree that this limitation of RJH's liability extends to include any claims or actions that they might bring in any forum.

13. TERMINATION OF CONTRACT. Should either party to this Contract violate any covenants or stipulations thereof, the Client or RJH, as the case may be, will thereupon have the right to terminate said Contract by giving ten (10) calendar days notice in writing of the fact and time of such termination to the party committing the breach. In addition:

a. Client will remain fully liable for and will promptly pay RJH the full amount for all services rendered by RJH to the date of suspension of services, plus suspension charges for putting documents and analyses in order, personnel and equipment rescheduling, or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

b. If Client fails to pay undisputed invoice amounts within 30 days following invoice date, RJH may suspend further services, by providing a 10-day written notice to Client until payments are restored to a current basis. In the event RJH engages counsel to enforce overdue payments, Client will reimburse RJH for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that client does not have a good faith dispute with the invoice. Client will indemnify and save harmless RJH from any claim or liability resulting from suspension of the work due to non-current, non-disputed payments.

14. OWNERSHIP OF DOCUMENTS. Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of RJH, and will remain the sole and exclusive property of RJH whether the project for which they are made is executed or not.

15. ELECTRONIC FILES. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished project or Contract Document. The actual signed documents will remain the official copies of all documents. RJH makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. RJH may, at its sole discretion, add wording to this effect on electronic file submissions.

b. Client waives any and all claims against RJH that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify, and hold harmless RJH, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files.

16. BINDING CONTRACT. This Contract shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.



17. **ATTORNEY'S FEES AND LEGAL EXPENSES.** If any arbitration proceeding or action shall be brought to recover any amount under this Contract, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Contract, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the arbitrators or by the court, and shall be made a part of any award or judgment rendered.

18. **SEVERABILITY.** If any one or more of the provisions of this Contract shall be held or found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. **FORCE MAJEURE.** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire acts of God injunction, compliance with any law, regulation, guideline or other of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

20. **AMENDMENT AND WAIVER.** This Contract may only be amended by an instrument in writing signed by the parties to this Contract, and no provision of this Contract can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this contract waive the right to object to a subsequent breach of the same or any other provision.

21. **GOVERNING LAW.** This Contract shall be construed exclusively in accordance with and governed by the laws of the State of Colorado, with jurisdiction in the State of Colorado.

22. **DISPUTE RESOLUTION.** Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.





2018 FEE SCHEDULE

Professional Services

<u>Labor Category</u>	<u>Billing Rate per Hour (\$)</u>
Technical Expert	255
Principal – Grade 8	220
Senior Professional – Grade 7	205
Senior Professional – Grade 6	180
Professional – Grade 5	167
Professional – Grade 4	138
Engineer/Geologist – Grade 3	124
Engineer/Geologist – Grade 2	114
Engineer/Geologist – Grade 1	105
CAD Designer	106
Word Processor/Administrative Staff	82

These rates are billed for both regular and overtime hours in all categories.

General Expenses

Reimbursement for general expenses, which include field and laboratory equipment; computer equipment and software; printing and reproduction; communications and mailing; local transportation, tolls and parking; field vehicles; and field equipment will be invoiced based on a percentage of labor costs and type of project as follows:

- General consulting services and planning and feasibility studies – 4%
- Design and bid document preparation and geotechnical investigations – 6%
- Construction management and field observation – 8%

Out of Town Travel and Subsistence

Reimbursement for expenses for travel, rental vehicles, hotels, meals, and other costs associated with out of town and overnight travel will be invoiced at cost plus a 10 percent service charge.

Subcontractors and Subconsultants

Reimbursement for work performed by subconsultants and subcontractors will be invoiced at cost plus a 15 percent service charge.

Contract Labor

Contract labor provided by independent consultants and temporary agencies for activities such as drafting, engineering, and word processing will be invoiced at the appropriate labor category as described above for professional services.

Payment Terms

Invoices will be submitted monthly and are due Net 30 days. Interest will accrue at the rate of 1 percent of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date.