

MINUTES OF THE OCTOBER 23, 2013
REGULAR MEETING
OF THE PUEBLO CONSERVANCY DISTRICT

Directors Present: Paul Willumstad, Matt Cordova, Donna Phillips

Also Present: Administrator Rick Kidd, Counselor Don Banner

Guests: Carla Sikes, Pueblo Assistant City Attorney
John Kenney, Colorado City Representative
Kim Kock, NorthStar Engineering
Mike Cuppy, NorthStar Engineering
Bill Hoffman, CTL Thompson
Kathy Duran, Joe Bustillos

With a quorum present, the Pueblo Conservancy District regular board meeting was called to order at 10:34 am.

Minutes:

The minutes of the September 25, 2013 regular meeting were reviewed. Cordova moved to approve the minutes as amended. Motion passed.

Treasurer's Report:

The September 2013 accountant's reports were presented for review. Cordova moved to receive and file the accountant's reports. Motion passed. Cordova moved to pay the bills. Motion passed.

Bills – The following bills were posted for review and approval:

\$ 350.00	MBD&G, Monthly Accountant fees
\$ 500.00	Banner and Bower, Attorney fees
\$ 49.96	Banner and Bower, Colorado Tribune ad
\$ 600.00	Kidd Engineering, Administrator/Engineer fees
\$ 343.75	Kidd Engineering, PCOG Preparation and Presentation
\$ 187.50	Kidd Engineering, Arkansas River Phase IV RFP
\$ 2334.10	Kidd Engineering, 11 th Street Bridge and Grove area ownership mapping
\$ 184.70	Cordova, Director's Fee
\$ 184.70	Phillips, Director's Fee
\$ 184.70	Willumstad, Director's Fee
\$ 298.33	Chem-Way Lawn Care, Levee Weed Spraying
\$ 4797.50	NorthStar Engineering, Appraisal Phase III Progress Payment for September

President's Report –

Jim Munch said that the "1A" funding, if passed, will go toward projects. Therefore, there is still a need for the IGA and support from the IGA entities.

Administrator's Report-

URS has completed the 11th Street Bridge drawings to the 90-percent stage. They are to be sending a copy for review.

October 23, 2013 Minutes, Page 2 of 2

Old Business:

Bustillos Residence -- Kidd said that he has researched County and District records and has received a deed from Kathy Duran. Kidd says that there is a question of property ownership in the area and he believes that the Bustillos garage and retaining wall may actually be constructed on District property. Prior to the meeting, Kidd briefly visited with Cordova about the property descriptions. Cordova said that he could check in to a more official layout of the Bustillos property. Banner was given the name of Dave Collars, a manager for the Union Pacific. Banner has not received a response back. He received two other contact names. Kidd stated that he received the name of Mike Aragon and briefly spoke to him. Aragon is to call back and schedule to meet with Kidd. Banner stated that he believes property ownership of Bustillos, the Union Pacific, and the District is very important. Banner has drafted a letter to send to the Union Pacific, but recommended it be held until property ownerships are better defined. Kidd is to contact three professional land surveying firms to quote surveying the deeded Bustillos property. Phillips moved for Kidd to solicit three quotes for a legal survey and award the work to the lowest proposer. Motion passed.

Property Sales – Phillips reported that Pat Kyffin has drafted letters to send out to adjacent owners. Kidd is to provide Lot and Block descriptions for parcels that he feels there is no longer a need for the District to own. Partial lots can be described to a known boundary. The District will convey ownership via Quit Claim.

Levee Survey and Condition RFP Response -- Banner placed an ad in the Colorado Tribune. Kidd said that he was contacted by a firm in Parker, the morning that proposals were due, asking if the proposal submittal date had been extended. Kidd told them it had not, there had not been any requests for an extension, and that time was critical. Kidd reported that only one response was received and it is from NorthStar Engineering. The amount of their fee proposal is \$264,250. Kidd said that we may be able to reduce the costs by looking at only the "levee acting" areas for the detailed geotechnical investigations. Cordova moved to approve a contract with NorthStar in an amount not to exceed \$264,250. Motion passed. Banner recommended that a copy of the contract be sent to FEMA and Earl Wilkinson, City of Pueblo Director of Public Works.

New Business:

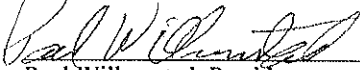
Preliminary Budget Discussion – Banner recommended putting in an item for levee design and/or construction. Kidd is to get an estimate of the costs for the audit. The District has been excluded from audits but is subjected to auditing now because budgeted income and expenses are in excess of \$500,000 per year. Banner will talk to Judge Alexander about increasing the director fees due to the increased work being required of the Board.

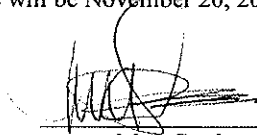
Posting Locations – Kidd said that he took a notice to be posted at the City Hall, but they do not have a board for postings. Sikes said for him to take the meeting notice postings to Gina Dutcher, Pueblo City Clerk.

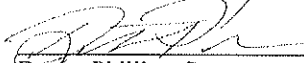
Speaker phone and cell phones may be used for future meetings if there is not a quorum of Directors physically present.

There being no further business to come before the Board, the business meeting was adjourned at 11:26 am. The next regular meeting date will be November 20, 2013, at 10:30 am.

APPROVED:


Paul Willumstad, President


Matt Cordova, Treasurer


Donna Phillips, Secretary

DISTRICT COURT, PUEBLO COUNTY, COLORADO Court address: 320 W. 10th St., Pueblo, CO 81003 Phone number: (719) 583-7125 (Information)	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
IN THE MATTER OF THE PUEBLO CONSERVANCY DISTRICT.	
Donald J. Banner, #3026 Banner & Bower, P.C. Attorneys for the Pueblo Conservancy District 115 E. Riverwalk, Suite 400 Pueblo, CO 81003 (719) 544-5086	<p style="text-align: center;">Case No. 67 CV 17664</p> <p style="text-align: center;">Div. No. B</p>
REPORT TO COURT	

COME NOW, the Directors of the District, Paul Willumstad, Donna Phillips and Matt Cordova, by and through the District's attorney Banner & Bower, P.C., and hereby reports to this Court as follows: after discussing the statutes concerning corporate surety bonds being acquired for officers and employees of the District, and being aware that the only persons receiving compensation from the District who are not independent contractors are the three Directors of the District. The Directors recommend to the Court that no surety bonds be required for Directors. The reasoning for this is as follows:


1. All district expenditures are approved at public meetings.
2. Accountants for the District prepare for the Directors monthly financial statements showing income and expenses.
3. For the calendar year 2013 and thereafter, in addition to the District's accountants compiling data for the monthly financial statements, the District will engage an auditor to provide an audit of the District's financial affairs.
4. The budget for the District is filed with this Court annually and with the Division of Local Government, Department of Local Affairs which monitors the Districts financial affairs.
5. The cost to the District of surety bonds is in the opinion of the Directors, unwarranted.
6. No corporate surety bonds have been obtained for District Directors since at

least 1972.

The Directors of the District are more than willing to cause the District to obtain corporate surety bonds if the Court determines that notwithstanding the reasoning of the Directors as set forth above, the Court deems it necessary for corporate surety bonds to be obtained. In that case the District requests the Court to fix the amount of the corporate surety bonds to be obtained. If the Court will so advise the undersigned, the undersigned will prepare an appropriate Order.

November 20, 2013

BANNER & BOWER, P.C.

By: 
Donald J. Banner, #3026
Attorneys for the Pueblo Conservancy District

DISTRICT COURT, PUEBLO COUNTY, COLORADO Court address: 320 W. 10th St., Pueblo, CO 81003 Phone number: (719) 583-7125 (Information)	<p style="text-align: center;">^ COURT USE ONLY ^</p> <p style="text-align: center;">Case No. 67 CV 17664</p> <p style="text-align: center;">Div. No. B</p>
IN THE MATTER OF THE PUEBLO CONSERVANCY DISTRICT.	
Donald J. Banner, #3026 Banner & Bower, P.C. Attorneys for the Pueblo Conservancy District 115 E. Riverwalk, Suite 400 Pueblo, CO 81003 (719) 544-5086	
REPORT TO COURT AND MOTION TO APPROVE FEES	

COME NOW, the Directors of the District, Paul Willumstad, Donna Phillips and Matt Cordova, by and through the District's attorney Banner & Bower, P.C., and hereby reports to this Court as follows:

1. The Pueblo Conservancy District advertised for bids to perform an "as constructed" survey of the levee, a visual conditional assessment/evaluation and a geotechnical investigation of the levee all in preparation for major repair work to be done on the levee to allow the levee to be certified in accordance with FEMA rules and regulations.
2. Only one bidder responded to the advertisement: NorthStar Engineering and Surveying, Inc. A copy of their Bid is attached as Exhibit A to this Report. At the Board's meeting of October 23, the Bid of NorthStar was accepted and a contract has been entered into for this phase of the project.
3. The District is additionally doing engineering work on Wildhorse Creek which is also required to comply with FEMA requirements.
4. The Board will discuss and adopt a Budget for the 2014 year. A 2014 Budget Worksheet is attached to this Report as Exhibit B. If the Court has any questions about the Budget Worksheet the undersigned has been directed to

meet with the Court and review those questions.

5. The District employs three Directors, a District Engineer who also maintains the records for the District, and an attorney for the District. All other providers of services to the District are independent contractors.
6. The present compensation for Directors is \$200.00 per month out of which taxes of \$15.30 are taken resulting in a net check of \$184.70 per month. The present compensation for the District Engineer who also maintains the records of the District is \$600.00 per month. The present compensation for the attorney for the District is \$500.00 per month. These figures are represented in the Budget Worksheet. It is anticipated that the Directors, Engineer and attorney for the District will be spending a considerable increase in time on District affairs in the year 2014 as construction of improvements will begin.
7. CRS 37-3-101 provides that the Directors “shall furnish a corporate surety bond, at the expense of the district, in an amount and form fixed and approved by the court, conditioned upon the faithful performance of his duties as director.” The undersigned attorney has represented the District since 1972 and is not aware of any surety bond ever been obtained for a Director. Notwithstanding that historical fact, the undersigned moves this Court to fix an amount for a surety bond for each Director.
8. CRS 37-3-105 provides for the employment of agents by the Directors to serve the District. That statute further states: “The secretary and treasurer and such other agents or employees of the district as the court may direct, shall furnish corporate surety bonds, at the expense of the district, in amount and form fixed and approved by the court, conditioned upon the faithful performance of their duties.” Historically, at least since 1972, no surety bond has been required by the Court. Since the secretary and treasurer are Directors of the District, if the Court requires the Directors to be bonded no additional bond would be needed for these positions. The undersigned moves this Court to determine whether or not a surety bond will be required for the District Engineer and attorney for the District. Rick Kidd of Kidd Engineering is the District Engineer and Donald J. Banner of Banner & Bower, P.C. is the attorney for the District.
9. Since the District imposed a Maintenance Fund Assessment, certain members of the community have voiced objections to the way the District is organized and to the fact that there is no representation of the appointed Board from the City of Pueblo, the County of Pueblo, the Pueblo West Metropolitan District and the Colorado City Metropolitan District. To address these concerns the Board of Directors has invited representatives from the City, County, Pueblo West Metropolitan District and Colorado City Metropolitan District to attend

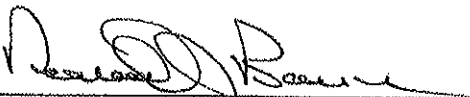
every meeting as non-voting participants. The City of Pueblo, Pueblo West Metropolitan District and the Colorado City Metropolitan District have appointed representatives who are attending the regular meetings. Notice is given by email to these representatives of all meetings and any changes to the meeting schedule. The minutes of all meetings are distributed to these representatives. They are given opportunity at every meeting to express any concern they have and to supply input to matters under discussion.

10. Notwithstanding the provision for participation by the City, the County and these two metropolitan districts, some members of the metropolitan districts have requested the District to cause the Conservancy Law of Colorado-Flood Control (CRS 37-1-102 et seq) to be amended to provide for the election of District Board Members and a requirement that there be voting representatives from the City, the County, the Pueblo West Metropolitan District and the Colorado City Metropolitan District. The current Board has taken the position that District monies should not be spent to affect legislative change. There is also a concern about politicizing a Board whose Maintenance Fund Assessment monies can only be spent to maintain the existing levee.

It is the desire of the Directors that now that the District will be engaged in a multimillion dollar construction project, as contrasted with the routine maintenance that has occurred in the past forty years, the Court be advised of the District's activities in more detail than has been made in the past. The Directors are more than willing to meet with the Court to address any questions or concerns.

November 13, 2013

BANNER & BOWER, P.C.

By: 

Donald J. Banner, #3026

Attorneys for the Pueblo Conservancy District

111 E. 5th Street
Pueblo, CO 81003

(719) 544-6823
(719) 544-6825 Fax

Kim K. Kock, P.E.

JN 12 008 01
Date October 23, 2013

Pueblo Conservancy District
c/o Kidd Engineering, Inc.
1001 East Evans Avenue
Pueblo, CO 81004

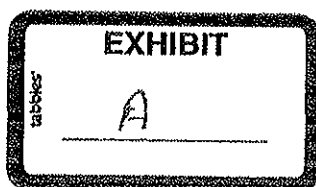
Attn: Rick Kidd, P.E.

Re: "As-Constructed" Survey, Visual Conditional Assessment/Evaluation, and Geotechnical Investigations

We are pleased to present this Proposal for performing professional engineering and surveying services with regard to the above referenced project. Please find a list below of the services that are to be provided:

BID SCHEDULE A: "AS-CONSTRUCTED" SURVEY, to include:

1. Levee cross-sections, to 0.1' vertical and 0.05' horizontal accuracy, at 50' maximum intervals (and any changes of alignment or grade) to include the following minimum points: inside toe of levee, water surface elevation (if any) at date of survey, kayak course constructed improvements, existing slope paving construction joint at approximate mid-height of levee, inside top of levee/slope paving, existing improvements at top of levee (i.e. guardrails, in service or abandoned utilities, etc.), outside top of levee/embankment, outside mid-height of levee/embankment, outside toe of levee/embankment, ground surface 20' away from outside toe of levee/embankment, railroad access road edges, and nearest set of railroad tracks. Survey point data shall coincide with cross-section intervals. The 50' cross-section interval will net a minimum of 300 levee cross-sections. Due to levee slopes (approximately 1.5:1 and 40' height), field personnel will need to be "tied off" for any survey work on levee slopes in accordance with OSHA requirements. The survey will also identify and detail any known: levee penetrations (i.e. storm sewers), existing or abandoned utilities (based on locates by others but coordinated by surveyor), levee foundation system elements which can be identified, slope paving panel layouts (including all existing panel construction joint intersections estimated to be at 10' x 25' grid), test hole locations from Task C below (including static water level 24 hours after drilling), etc. All survey data will be included on a "Topographic Survey Drawing" with 1' contour intervals and a maximum horizontal scale of 1" = 100'. Topographic survey will be overlaid on existing City/County aerial mapping and shall be tied to State Plane Coordinates. Cross-sections, at 50' maximum intervals, will also



be plotted as supplemental drawings (horizontal scale 1"=20', vertical scale 1"=10') to the "Topographic Survey Drawing." Surveyor shall develop and maintain, for all Tasks of this Project, a GIS Database into which all survey data and cross-sections are incorporated and retrievable. The Surveyor shall also be responsible for the incorporation of geotechnical information (from Task C) and visual assessment data (from Task B) into the database as attributes. The database shall allow for retrieval of any and all data pertinent to any slope paved levee panel (via panel identification point) or levee cross-section. The Surveyor shall carry minimum Professional Liability (E&O) Insurance of \$1,000,000 and all other standard District required insurance.

TOTAL BID SCHEDULE A: \$72,500.00

BID SCHEDULE B: VISUAL CONDITIONAL ASSESSMENT/EVALUATION, to include:

1. The existing wet side of the levee is approximately 40' deep and is surfaced with concrete slope paving with a construction joint at center height (approximately) and longitudinal joint spacing approximately equivalent to one half panel height. Based on the existing slope of the levee, the existing slope paving panels are approximately 10.5' x 25'. Based on the 2.8 mile levee length and a two panel height, there are approximately 2820 panels to visually evaluate. Each existing slope paved panel of the wet side of the levee will be locationally tied to the "Topographic Survey" and GIS Database of Task A above. Each panel will be visually evaluated for cracking, spalling, settlement, buckling, undercutting, water intrusion, foundation conditions, pile cap conditions, etc. The condition of each panel, and photos thereof, will be documented in Tables supporting the "Topographic Survey" and GIS Database. All personnel will need to be "tied off" per OSHA requirements for safety during this levee evaluation process due to levee slopes and height. The final deliverables of this Task, in conjunction with Tasks A and C, will allow the District to more accurately estimate Levee Improvement Costs which have been estimated in a preliminary manner only in the "Pueblo Conservancy District Assessment Project – Phase II- Development of Assessment" Report dated September 25, 2012. This information will also provide the basis for Final Design of Levee Improvements and for the Final Certification of the Levees process in accordance with FEMA 65.10. The Consultant for this Task shall carry minimum Professional Liability (E&O) Insurance of \$1,000,000 and all other standard District required insurance.

TOTAL BID SCHEDULE B: \$53,000.00

BID SCHEDULE C: GEOTECHNICAL INVESTIGATIONS, to include:

1. Drill and log test holes at 500' intervals along the top of the levee with a portable, narrow wheel base (less than 5') drill rig "lifted" into place at not less than five access points by a crane. Consultant shall be responsible for all traffic control plans and devices at all access/lifting points. Depth of the test holes will be the maximum achievable by the portable drill rig but not less than the overall levee height. "Companion" test holes will also be drilled, to a depth not less than 25', and logged at the outside toe of the levee using the same 500' spacing with a conventional drill rig. Samples from borings shall occur at 2.5' intervals through fill areas, at 5' intervals in natural soils and at noted changes in soil type. All boring logs and supporting tests and analysis shall be formatted in a manner suitable for incorporation into the Project GIS Database as identified in Task A. The Consultant for this Task shall carry minimum Professional Liability (E&O) Insurance of \$2,000,000 and all other standard District required insurance. Geotechnical consultant shall be responsible for utility locates prior to drilling. If significantly varying soils conditions are encountered between the test holes of this Task, and the Consultant and the District Engineer deem additional test holes are necessary, the cost for those additional holes shall be as bid in Task C-4 below. \$80,000.00
2. Lab testing and analysis of samples taken from each of the test holes. Testing shall be sufficient to allow for slope stability evaluation and shall include evaluation of strength and seepage properties of embankment and foundation materials. Proctor moisture/density relationships shall be prepared to compare in-place densities of the embankment fills. Classification tests shall also be conducted. \$25,000.00
3. Final Report preparation including construction recommendations for Levee Improvements to include stability analysis and seepage considerations, their impact on performance of the levee and methods to enhance overall stability as appropriate. \$20,000.00
4. Allowance for intermediate test holes, with all required testing and analysis, referenced in Task C-1 above:
 - a. At top of levee with portable drill rig:

5 each @ <u>\$175.00</u>	=	<u>\$8,750.00</u>
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 - b. At outside toe of levee:

5 each @ <u>\$1,000.00</u>	=	<u>\$5,000.00</u>
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TOTAL BID SCHEDULE C: \$138,750.00

TOTAL BID SCHEDULES A, B, and C: \$264,250.00

We will perform the above listed services on a Fixed Fee Rate basis. Our fees for providing these services will be as shown above. Any item or service not specifically listed in the scope of services given above is not included in this contract. Any extra services which may be required

to complete the job will be billed per our current time and material rates. Any extra work that is required by NorthStar or by the client to complete the project shall be in writing, acknowledged and made a portion of the Agreement.

Please note that any City, County, utility company, or title company fees are the responsibility of the client and are not included in this budget. Also, all direct reimbursable expenses incurred in performance of this project will be invoiced at cost plus ten percent.

Our company policy is to send an invoice to the address listed above no later than the 1st day of every month; payment is due on receipt of invoice and to be received no later than the 25th day of that month. Should you require a different submittal date, please so advise. Payment not received by NorthStar by the 25th will cause all work to stop on the project, and an assessment of two percent monthly.

NorthStar's liability under this Agreement shall be limited to the amount of the fee charged. In the event the client wishes to terminate the services of NorthStar, the client shall pay NorthStar time and materials rates up to the date of termination.

Client and Consultant each agree to indemnify and hold the others harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Please review this proposal carefully, for it represents a binding contract when signed. If this proposal is acceptable, please have a duly authorized representative sign on the space provided below and return the original to us as notice of authorization to proceed. We appreciate the opportunity to be of service to you.

NorthStar Engineering and Surveying, Inc.



Kim K. Kock, P.E.
President

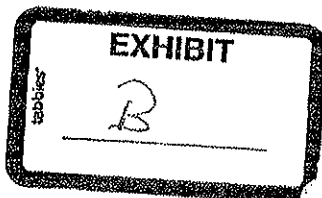
Accepted By: _____

Title: _____

Date: _____

**PUEBLO CONSERVANCY DISTRICT
2014 BUDGET WORKSHEET**

	2013 BUDGET	2013 Actual to 8/31/13	2013 Projected	2014 BUDGET
REVENUES				
Interest	\$ 30,000	\$ 14,623	\$ 21,900	\$ 22,000
Unrealized Gains	\$ -	\$ (28,813)	\$ -	\$ -
Maintenance Fund Assessment	\$ 314,000	\$ 870,308	\$ 870,308	\$ 870,000
City of Pueblo Maintenance Fund IGA	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Leases, Books, Other	\$ -	\$ -	\$ -	\$ -
Other Income	\$ -	\$ 275	\$ 275	\$ -
Cost of Sales	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 394,000	\$ 906,393	\$ 942,483	\$ 942,000
EXPENDITURES				
Legal Fees	\$ 6,000	\$ 3,911	\$ 5,911	\$ 6,000
Directors Fees	\$ 7,200	\$ 4,800	\$ 7,200	\$ 7,200
FICA Taxes	\$ 551	\$ -	\$ 551	\$ 551
Engineer/Administrative	\$ 7,200	\$ 4,607	\$ 7,607	\$ 7,200
Bookkeeping & Audit Preparation	\$ 4,200	\$ 3,220	\$ 4,620	\$ 10,200
Audit	\$ -	\$ -	\$ -	\$ 4,000
Insurance/Bonds	\$ 3,200	\$ 3,328	\$ 3,328	\$ 3,500
Office Expense	\$ 500	\$ 1,346	\$ 2,019	\$ 2,000
Office Rent/Storage	\$ 1,000	\$ 840	\$ 840	\$ 1,000
Professional Fees	\$ 10,000	\$ 22,922	\$ 27,000	\$ 10,000
Appraisal	\$ 20,000	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 20,000	\$ 11,968	\$ 17,952	\$ 18,000
Maintenance Fund Assessment Programming & Maintenance	\$ -	\$ -	\$ -	\$ 10,000
Contract Administration and Oversight	\$ -	\$ -	\$ -	\$ 15,000
Arkansas River Levee Repairs	\$ 125,000	\$ -	\$ -	\$ 15,000
Arkansas River Levee Certification Preliminary Work	\$ 165,000	\$ -	\$ -	\$ 264,250
Arkansas River Levee Certification Design and/or Construction	\$ -	\$ -	\$ -	\$ 700,000.00
Wildhorse/Dry Creek Levee Design Preliminary Work	\$ 15,000	\$ -	\$ 15,000	\$ -
Wildhorse/Dry Creek Levee Design and/or Construction	\$ 50,000	\$ -	\$ -	\$ 350,000
Wildhorse/Dry Creek Levee Construction	\$ 150,000	\$ -	\$ -	\$ -
Contingencies	\$ 20,000	\$ -	\$ -	\$ 20,000
Emergency Repairs	\$ 15,000	\$ -	\$ -	\$ 15,000
Capital Improvements	\$ 5,000	\$ -	\$ -	\$ 5,000
Planning & Development	\$ 5,000	\$ -	\$ -	\$ 5,000
HARP -- IGA Contribution	\$ 65,000	\$ 65,000	\$ 65,000	\$ 50,000
HARP -- O&M	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Expenditures	\$ 704,851	\$ 131,942	\$ 167,028	\$ 1,528,901
Excess of Revenues Over (Under) Expenditures	\$ (310,851)	\$ 774,451	\$ 775,455	\$ (586,901)
Beginning Reserve Fund Balance	\$ 873,407	\$ 865,742	\$ 865,742	\$ 865,742
Ending Reserve Fund Balance	\$ 562,556	\$ 1,640,193	\$ 1,641,197	\$ 278,841





111 E. 5th Street
Pueblo, CO 81003

(719) 544-6823
(719) 544-6825 Fax

Kim K. Kock, P.E.

JN 12 008 01
Date October 23, 2013

Pueblo Conservancy District
c/o Kidd Engineering, Inc.
1001 East Evans Avenue
Pueblo, CO 81004

Attn: Rick Kidd, P.E.

Re: "As-Constructed" Survey, Visual Conditional Assessment/Evaluation, and Geotechnical Investigations

We are pleased to present this Proposal for performing professional engineering and surveying services with regard to the above referenced project. Please find a list below of the services that are to be provided:

BID SCHEDULE A: "AS-CONSTRUCTED" SURVEY. to include:

1. Levee cross-sections, to 0.1' vertical and 0.05' horizontal accuracy, at 50' maximum intervals (and any changes of alignment or grade) to include the following minimum points: inside toe of levee, water surface elevation (if any) at date of survey, kayak course constructed improvements, existing slope paving construction joint at approximate mid-height of levee, inside top of levee/slope paving, existing improvements at top of levee (i.e. guardrails, in service or abandoned utilities, etc.), outside top of levee/embankment, outside mid-height of levee/embankment, outside toe of levee/embankment, ground surface 20' away from outside toe of levee/embankment, railroad access road edges, and nearest set of railroad tracks. Survey point data shall coincide with cross-section intervals. The 50' cross-section interval will net a minimum of 300 levee cross-sections. Due to levee slopes (approximately 1.5:1 and 40' height), field personnel will need to be "tied off" for any survey work on levee slopes in accordance with OSHA requirements. The survey will also identify and detail any known: levee penetrations (i.e. storm sewers), existing or abandoned utilities (based on locates by others but coordinated by surveyor), levee foundation system elements which can be identified, slope paving panel layouts (including all existing panel construction joint intersections estimated to be at 10' x 25' grid), test hole locations from Task C below (including static water level 24 hours after drilling), etc. All survey data will be included on a "Topographic Survey Drawing" with 1' contour intervals and a maximum horizontal scale of 1" = 100'. Topographic survey will be overlaid on existing City/County aerial mapping and shall be tied to State Plane Coordinates. Cross-sections, at 50' maximum intervals, will also

be plotted as supplemental drawings (horizontal scale 1"=20', vertical scale 1"=10') to the "Topographic Survey Drawing." Surveyor shall develop and maintain, for all Tasks of this Project, a GIS Database into which all survey data and cross-sections are incorporated and retrievable. The Surveyor shall also be responsible for the incorporation of geotechnical information (from Task C) and visual assessment data (from Task B) into the database as attributes. The database shall allow for retrieval of any and all data pertinent to any slope paved levee panel (via panel identification point) or levee cross-section. The Surveyor shall carry minimum Professional Liability (E&O) Insurance of \$1,000,000 and all other standard District required insurance.

TOTAL BID SCHEDULE A: \$72,500.00

BID SCHEDULE B: VISUAL CONDITIONAL ASSESSMENT/EVALUATION, to include:

1. The existing wet side of the levee is approximately 40' deep and is surfaced with concrete slope paving with a construction joint at center height (approximately) and longitudinal joint spacing approximately equivalent to one half panel height. Based on the existing slope of the levee, the existing slope paving panels are approximately 10.5' x 25'. Based on the 2.8 mile levee length and a two panel height, there are approximately 2820 panels to visually evaluate. Each existing slope paved panel of the wet side of the levee will be locationally tied to the "Topographic Survey" and GIS Database of Task A above. Each panel will be visually evaluated for cracking, spalling, settlement, buckling, undercutting, water intrusion, foundation conditions, pile cap conditions, etc. The condition of each panel, and photos thereof, will be documented in Tables supporting the "Topographic Survey" and GIS Database. All personnel will need to be "tied off" per OSHA requirements for safety during this levee evaluation process due to levee slopes and height. The final deliverables of this Task, in conjunction with Tasks A and C, will allow the District to more accurately estimate Levee Improvement Costs which have been estimated in a preliminary manner only in the "Pueblo Conservancy District Assessment Project – Phase II- Development of Assessment" Report dated September 25, 2012. This information will also provide the basis for Final Design of Levee Improvements and for the Final Certification of the Levees process in accordance with FEMA 65.10. The Consultant for this Task shall carry minimum Professional Liability (E&O) Insurance of \$1,000,000 and all other standard District required insurance.

TOTAL BID SCHEDULE B: \$53,000.00

BID SCHEDULE C: GEOTECHNICAL INVESTIGATIONS, to include:

1. Drill and log test holes at 500' intervals along the top of the levee with a portable, narrow wheel base (less than 5') drill rig "lifted" into place at not less than five access points by a crane. Consultant shall be responsible for all traffic control plans and devices at all access/lifting points. Depth of the test holes will be the maximum achievable by the portable drill rig but not less than the overall levee height. "Companion" test holes will also be drilled, to a depth not less than 25', and logged at the outside toe of the levee using the same 500' spacing with a conventional drill rig. Samples from borings shall occur at 2.5' intervals through fill areas, at 5' intervals in natural soils and at noted changes in soil type. All boring logs and supporting tests and analysis shall be formatted in a manner suitable for incorporation into the Project GIS Database as identified in Task A. The Consultant for this Task shall carry minimum Professional Liability (E&O) Insurance of \$2,000,000 and all other standard District required insurance. Geotechnical consultant shall be responsible for utility locates prior to drilling. If significantly varying soils conditions are encountered between the test holes of this Task, and the Consultant and the District Engineer deem additional test holes are necessary, the cost for those additional holes shall be as bid in Task C-4 below. \$80,000.00
2. Lab testing and analysis of samples taken from each of the test holes. Testing shall be sufficient to allow for slope stability evaluation and shall include evaluation of strength and seepage properties of embankment and foundation materials. Proctor moisture/density relationships shall be prepared to compare in-place densities of the embankment fills. Classification tests shall also be conducted. \$25,000.00
3. Final Report preparation including construction recommendations for Levee Improvements to include stability analysis and seepage considerations, their impact on performance of the levee and methods to enhance overall stability as appropriate. \$20,000.00
4. Allowance for intermediate test holes, with all required testing and analysis, referenced in Task C-1 above:
 - a. At top of levee with portable drill rig:

5 each @ \$175.00	=	<u>\$8,750.00</u>
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 - b. At outside toe of levee:

5 each @ \$1,000.00	=	<u>\$5,000.00</u>
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TOTAL BID SCHEDULE C: \$138,750.00

TOTAL BID SCHEDULES A, B, and C: \$264,250.00

We will perform the above listed services on a Fixed Fee Rate basis. Our fees for providing these services will be as shown above. Any item or service not specifically listed in the scope of services given above is not included in this contract. Any extra services which may be required

to complete the job will be billed per our current time and material rates. Any extra work that is required by NorthStar or by the client to complete the project shall be in writing, acknowledged and made a portion of the Agreement.

Please note that any City, County, utility company, or title company fees are the responsibility of the client and are not included in this budget. Also, all direct reimbursable expenses incurred in performance of this project will be invoiced at cost plus ten percent.

Our company policy is to send an invoice to the address listed above no later than the 1st day of every month; payment is due on receipt of invoice and to be received no later than the 25th day of that month. Should you require a different submittal date, please so advise. Payment not received by NorthStar by the 25th will cause all work to stop on the project, and an assessment of two percent monthly.

NorthStar agrees to assign to the District all intellectual property rights in all data gathered, analysis made and work product of Providers concerning this project.

NorthStar agrees that the District may use as the District deems necessary or desirable all information provided to the District by NorthStar which shall become the exclusive property of the District.

This Contract however shall not be construed to give to NorthStar any right beyond the rights set forth in this Contract and should District choose to use third parties for additional services relative to completing the project, the District shall have the right to do so.

NorthStar agrees to comply with all applicable local, State and Federal laws concerning NorthStar's services to Conservancy.

This Agreement may not be assigned by NorthStar without the written consent of Conservancy.

In the event the client wishes to terminate the services of NorthStar, the client shall pay NorthStar time and materials rates up to the date of termination.

NorthStar and the District each agree to indemnify and hold the others harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

Please review this proposal carefully, for it represents a binding contract when signed. If this proposal is acceptable, please have a duly authorized representative sign on the space provided below and return the original to us as notice of authorization to proceed. We appreciate the opportunity to be of service to you.

NorthStar Engineering and Surveying, Inc.

Handwritten signature

Kim K. Kock, P.E.
President

Accepted By: _____

Title: _____

Date: _____