

# THE AMITY MUTUAL IRRIGATION COMPANY

## OFFICERS

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Colin Thompson, Vice President  
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Terry Howland, Superintendent

## DIRECTORS

Donald Seuffer, Holly  
Randy Witt, Lamar  
Lane Malone, Bristol  
Colin Thompson, Holly  
Glenn Wilson, Bristol  
Terry Nelson, Denver  
Bill Wright, Walsh



P. O. Box 187  
Holly, Colorado 81047  
Phone 719-537-6627

November 13, 2017

Anna Mauss, P.E.  
Colorado Water Conservation Board  
1313 Sherman St #718  
Denver, CO 80203

RE: Request for Feasibility Study Grant for the Amity Mutual Irrigation Company.

Dear Ms. Mauss,

We have submitted preliminary application for a CWCB loan to rehabilitate Queens Reservoir Dam, and have hired Robert Huzjak, P.E. to perform the required engineering. We request a grant, in a maximum amount of \$42,500.00 to pay for up to 50% of the \$85,000.00 cost of the Feasibility Study for the project. The study would be in accordance with the CWCB Guidelines, and would follow the format of the Sample CWCB Feasibility Study you have provided us.

The engineering scope of work and cost estimate are attached in the Queen Dam, Proposal for Engineering prepared by Robert Huzjak of RJH Consultants, Inc.

Sincerely,

Glenn Wilson, President  
Amity Mutual Irrigation Company




# COLORADO

Colorado Water  
Conservation Board

Department of Natural Resources

## Water Project Loan Program

<b>Application Type</b>	
<input checked="" type="checkbox"/> Prequalification (Attach 3 years of financial statements)	<input type="checkbox"/> Loan Approval (Attach Loan Feasibility Study)
<b>Agency/Company Information</b>	
Company / Borrower Name: Amity Mutual Irrigation Company	
Authorized Agent & Title: Glenn Wilson, President	
Address: 204 S. Main / PO Box 187, Holly, CO 81047	
Phone: (719) 537-6627	Email: amitymutualoffice@gmail.com
Organization Type: <input checked="" type="checkbox"/> Ditch Co, <input type="checkbox"/> District, <input type="checkbox"/> Municipality <input type="checkbox"/> other: _____	Incorporated? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County: Prowers	Number of Shares/Taps: 34,682.86
Water District: 67/17	Avg. Water Diverted/Yr: 90,000 acre-feet
Number of Shareholders/Customers Served: 62	Current Assessment per Share \$31.00 (Ditch Co)
Federal ID Number: 84-0005730	Average monthly water bill \$ _____ (Municipality)
<b>Contact Information</b>	
Project Representative: Terry Howland	
Phone: (719) 688-0288	Email: amitysuper@gmail.com
Engineer: Robert Huzjak	
Phone: (303) 225-4611	Email: zjak@rjh-consultants.com
Attorney: Donald Steerman	
Phone: (719) 336-4313	Email: dsteerman@shinnsteermanlaw.com
<b>Project Information</b>	
Project Name: Queens Dam Rehab	
Brief Description of Project: (Attach separate sheets if needed)	
Repair or replace earthen dam at the Queens Reservoir. See proposal for Engineering Services prepared by RJH Consultants, Inc, by Robert J. Huzjak, President of RJH Consultants.	
General Location: (Attach Map of Area)	
Approximately 14 miles North of Lamar, CO in Kiowa County Colorado.	
Estimated Engineering Costs: \$85,000	Estimated Construction Costs: TBD
Other Costs (Describe Above):	Estimated Total Project Costs:
Requested Loan Amount: \$85000	Requested Loan Term (10, 20, or 30 years): 30 Years
Project Start Date(s) Design: October 2017 Construction: 2018	
<b>Signature</b>	
 Signature / Title	Return to: Finance Section Attn: Anna Mauss 1313 Sherman St #718 Denver, CO 80203 Ph. 303/866.3449 e-mail: anna.mauss@state.co.us





Imagery ©2017 Google, Map data ©2017 Google United States 2 mi





September 22, 2017  
Project 17123

Terry Howland  
Amity Mutual Irrigation Company  
204 S. Main  
P.O. Box 187  
Holly, CO 81047

**Re: Queen Dam, Proposal for Engineering Services**

Dear Mr. Howland:

RJH Consultants, Inc. (RJH) is pleased to provide this proposal to the Amity Mutual Irrigation Company (Company) to perform engineering services to evaluate seepage near the outlet works. This proposal is based on our current understanding of the concerns, observations from a site visit, discussions with the Company and the Colorado Office of the State Engineer (SEO), and our experience with earthen dams.

Based on our understanding of the project and experience with dam engineering, rehabilitation, design, and construction, we recommend that this work be completed in the following phases:

- Phase I - Concept Development
- Phase II - Design
- Phase III - Procurement and Construction

This proposal includes a scope of work and cost for Phase I. Once the rehabilitation concept is selected, we can prepare the scope, schedule, and budget for design and submittal to the SEO for approval.

**Background**

We understand that Queen Dam is an earthen embankment that has a maximum height of about 25 feet and is about 1,800 feet long. The dam crest is about 15 feet wide and at Elevation (El.) 3889. The storage volume at maximum normal pool is about 23,040 acre-feet (ac-ft) and the surface area at maximum normal pool is about 1,930 acres. According to the SEO, the dam is classified as a large, significant hazard dam. Design or record drawings for the dam are not available, but it is anticipated that the dam is a homogenous earthen structure. The dam was constructed in the early 1890s.

The outlet works appears to consist of three conduits through the dam that discharge into a masonry stone-lined tunnel in the downstream part of the embankment. Three manually-operated gates are located on the upstream ends of the conduits to regulate flow. The conduits appear to be the same size and appear to be about 36 inches, based on visual observation. A masonry stone wall forms the upstream dam face and the wingwalls at the gates. Stone masonry retaining walls form both sides of the discharge channel downstream of the tunnel for about 30 to 40 feet until the discharge channel transitions to an earthen channel.

It appears that erosion of the upstream embankment slope has been an ongoing issue for decades. The most significant event was in 1986 when a severe storm eroded significant parts of the upstream slope. One of the worst areas was about 200 feet right (looking downstream) of the outlet conduits, where the erosion extended about 4 feet into the crest. Limestone was dumped on the slope to address this issue. Two seep areas were identified 10 to 15 feet downstream of the embankment toe downstream of the most severely eroded areas. In 1985, when the reservoir was at gauge height 17.2, seepage was observed from the right downstream stone wall along the discharge channel. The flow rate of the seepage was estimated at about 1 gallon per minute.

In around 2000 the left stone wall of the discharge channel at the toe of the dam was found to have collapsed into the channel and was reconstructed using the original stones. Several SEO inspection reports identified in the late 1990s and in 2000 a seepage area to the left of the outlet works. We understand that the reservoir was generally dry from about 1999 to spring 2016 when the reservoir was filled to about gauge height 19. The reservoir was also filled to about gauge height 19 in 2017 and water was observed "squirting" through the stones that form the left wall of the discharge channel. The reservoir was at about gauge height 14.8 on August 16 during the RJH site visit. Minor seepage was occurring through the stones in the left wall of the discharge channel. The seepage was estimated to be less than 1 gallon per minute.

The Company excavated into the embankment on the downstream crest generally above the left outlet conduit on July 20, 2017. During excavation, a significant void, estimated to be several feet in size, was identified. The excavation was filled in with the removed materials. The specific cause for the void is unknown, but it is likely the void was caused by erosion of embankment materials through the stone wall or into the conduit or discharge tunnel.

The company will be applying for a grant from the Colorado Water Conservation Board (CWCB) to partially fund the work included in this proposal. To obtain the CWCB grant a loan feasibility study is required. Preparation of the Loan Feasibility Study will be a team effort between the Company and RJH. RJH has included scope to lead and coordinate the overall effort for the loan feasibility study and to perform the engineering-related tasks. RJH will require data from the Company to complete parts of this study.

## **Objectives**

The objectives of the Phase I evaluation are as follows:

- Obtain data to define site conditions and the extent of erosion.
- Identify concepts to remediate the erosion and provide seepage management at and near the outlet works.
- Develop concept-level cost opinions to remediate seepage near the outlet works.

## **Basis for Scope and Fee Estimate**

- The Company will dewater the outlet tunnel and discharge channel to allow for inspection of the tunnel and conduits.
- RJH will have unlimited access to the site to perform the work.
- Evaluation of the embankment beyond the vicinity of the outlet works is not included.

- RJH is authorized to discuss the project with the SEO.
- Water for use during drilling can be obtained from Queen Reservoir at no cost to RJH.
- Drill cuttings can be disposed on the ground surface near each boring with no special treatment.
- The Company will locate and mark any private underground facilities at the site that are not located by Colorado 811.
- Boring locations will be accessible to a two-wheel-drive truck-mounted drill rig. Fieldwork will be completed in one mobilization and inclement weather will not impede the work.

The Loan Feasibility Study requirements are detailed in an outline contained in the CWCB *Water Project Loan Program Guidelines*, revised and dated January 2006. In general, RJH will perform the work required to complete the technical parts of the study. RJH will require data and input from the Company to complete the following parts of the study:

- Project Sponsor
- Water Demands and Water Rights
- Impacts
- Financial Plan

## Scope of Work

### Task 1 – Data Collection

1. Perform a topographic survey of the embankment.
2. Perform an outlet conduit inspection. Inspection of the outlet conduits will be performed using a video camera survey and the outlet tunnel will be inspected by visual examination.
3. Prepare a brief Outlet Inspection Report that will documents the conditions observed.
4. Perform a geotechnical investigation that will include the following:
  - a. Drilling and sampling three borings. Two borings will be drilled from the dam crest, one on each side of the outlet conduits. One boring will be drilled at the toe of the dam adjacent to the left of the outlet tunnel.
  - b. Prepare a Project-Specific Health and Safety Plan (HASP) prior to performing field work.
  - c. Coordinate utility clearances with Colorado 811.
  - d. Subcontract with a driller to advance the borings.
  - e. Borings will be advanced using hollow-stem augers to depths of about 50 feet or about 5 feet into bedrock, whichever is encountered first.
  - f. Samples will be collected at 2.5- or 5-foot intervals using either a standard split-spoon sampler (ASTM D 1586) a California sampler (ASTM D 3550), a Modified California sampler (ASTM D 3550), or a thin-walled (Shelby) tube (ASTM D 1587).
  - g. Prepare field logs that document drilling conditions, describe the recovered materials, report sample recovery, and record blowcounts for each 6-inch interval of drive samples. Photograph selected split-spoon samples. RJH will store soil and rock samples not subject to laboratory testing for 12 months.

- h. Backfill borings with cement-bentonite grout.
- i. Perform laboratory tests on representative samples from the borings to characterize materials. The expected laboratory tests are summarized in Table 1.

**TABLE 1**  
**LABORATORY TESTING SCHEDULE**

Test	Number of Tests	Purpose
Particle Size Analysis (ASTM D 6913 or D 1140)	6	Evaluate the grain size distributions of Site materials and assist with classification
Atterberg Limits (ASTM D 4318)	6	Evaluate the plasticity of Site materials and assist with classification
Moisture Content (ASTM D 2216)	6	Evaluate the in situ moisture content of Site materials.
Moisture and Density (ASTM D 2216 and D 2937)	4	Evaluate the in situ moisture content and density of Site materials.
Crumb Test (USBR Method)	4	Evaluate the dispersive characteristics of the Site materials.

- j. Perform quality assurance review of collected samples and field logs by a senior engineer/geologist.
- k. Prepare final boring logs based on the field logs, quality assurance review, and laboratory test results.
- l. Prepare a Geotechnical Data Report to present the collected data. The report will include text that describes the data collection methods and findings; plan, profile, and section figures that graphically present geologic contacts and interpreted subsurface profiles; and appendices with photographs, boring logs, and laboratory test data. This will be an appendix to the loan feasibility study report.

***Deliverables:***

- Geotechnical Data Report appendix to the loan feasibility report.
- Provide three paper copies and one electronic version in .pdf format of a topographic map.
- Outlet Inspection Report appendix to the loan feasibility report.

**Task 2 – Concept Evaluation**

1. Identify the probable cause of the erosion and seepage based on data collected.
2. Develop an estimate of the elevation capacity of the reservoir based on existing data and available published mapping. No new survey will be completed for this task.
3. Calculate the hydraulic capacity of the existing outlet works and estimate the rate at which the reservoir can be evacuated.
4. Identify up to three rehabilitation concepts to mitigate the seepage and erosion concerns and any identified concerns with the outlet works.
5. Prepare figures in 11- by 17-inch format for each concept that are sufficient to illustrate the concept, for presentation and discussion with the Company, and to support development of cost opinions. We anticipate that a plan and typical section will be developed for each alternative.

6. Develop a concept-level opinion of probable construction costs for each rehabilitation concept.
7. Identify and summarize the general advantages and disadvantages of each concept.

***Deliverables:***

- None. Will be included in the loan feasibility study report.

**Task 3 – Prepare Feasibility Study and Loan Application Report**

1. Compile the loan feasibility study document based on information developed by RJH and using those “Outline” sections provided by the Company.
2. Coordinate with the Company to obtain the data needed and review the data provided for compliance with the requirements. Identify if information is missing and identify other information that may be need to be provided by the Company.
3. Prepare a draft report and distribute to the Company for review.
4. Incorporate comments and prepare a final report for submittal to the CWCB that incorporates the comments.

***Deliverables:***

- Two paper and one electronic copy of the draft report in .pdf format, one electronic copy of the final report in .pdf format, and ten hard copies in 8.5- by 11-inch format.

**Task 4 – Management and Meetings**

1. Participate in a meeting with the Company to discuss the concepts and, based on the discussion, select a preferred alternative.
2. Manage and coordinate the work including staffing the job, invoicing, progress reporting, and quality assurance reviews.
3. Hold regular staff meetings to coordinate various work tasks needed to manage delivery of the project.

**Fee Estimate**

We propose to complete the described work for a fixed fee of \$85,000 in accordance with the attached Standard Conditions for Professional Services.

**Schedule**

We can begin work within about 3 weeks after receipt of Notice-to-Proceed and expect the described work tasks will require about 4 months to complete.

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



Terry Howland

-6-

September 22, 2017

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

Sincerely,

RJH CONSULTANTS, INC



Robert J. Huzjak, P.E.  
President

Attachments: Standard Conditions for Professional Services

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## 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 Amity Mutual Irrigation Company (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.

