

## CONTRACT AMENDMENT

<b>Amendment #1 to C150443</b>	<b>Original Contract CLIN # 09PDA00136</b>	<b>Amendment CMS # 33369</b>
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### 1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Santa Maria Reservoir Company (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Natural Resources, Colorado Water Conservation Board, (hereinafter called the "CWCB").

### 2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3) FACTUAL RECITALS

The Parties entered into the Contract for the Santa Maria & Continental Reservoirs: Priority Studies to Restore Capacity. At it's March 2011 Board Meeting, the CWCB approved additional funding and additional work for this project.

### 4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

### 5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

**a. Statement of Work:** The Scope of Work attached to the Original Contract as Exhibit A, is replaced with the revised Statement of Work hereto as **Exhibit B** and incorporated herein. Grantee shall complete the Work and its other obligations as described herein and in the Exhibit B.

**b. Paragraph 4.1 is amended to read as follows:** "This contract shall be effective upon approval by the Colorado State Controller, or designee, (the "Effective Date") and extend through June 30, 2012. Performance of this contract shall commence as soon as practicable after the Effective Date and shall be undertaken and performed in the sequence and manner set forth in Exhibit B, "Statement of Work".

**c. 5.4 Payments to Contractor is amended to read as follows:** The maximum amount payable under this Contract to Contractor by the State is \$213,700, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in Exhibit B. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

\$191,700 in FY2009
\$191,700 in FY2010, minus any funds expended in FY2009
\$191,700 in FY2011, minus any funds expended in FY2009/FY2010
\$213,700 in 2012, minus any funds expended in FY2009/FY2010/FY2011

**7) EFFECTIVE DATE OF AMENDMENT**

The effective date hereof is upon approval of the State Controller or their delegate.

**8) ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

**CONTRACTOR**  
Santa Maria Reservoir Company

By: Ron Peterson  
Title: President

  
\*Signature

**STATE OF COLORADO**  
John W. Hickenlooper, GOVERNOR  
Mike King, Department of Natural Resources

By:   
By: Eric Hecox, Chief for Water Supply Planning  
Section

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
David J. McDermott, CPA

By: 

Susan Borup, Controller, Department of Natural Resources

Date: 6/30/2011