

## CONTRACT AMENDMENT

<b>Amendment #2 C150414</b>	<b>Original Contract CLIN# 09PDA00018//CMS#26966</b>	<b>Amendment CMS # 53449</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 Fire Mountain Canal & Reservoir Company (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of 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 to perform the Paonia Reservoir Sedimentation Management Study.

### 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. **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 August 22, 2013. 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 A "Scope of Work".
- b. The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto as **Exhibit 3**.

### 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.

### 9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**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**  
Fire Mountain Canal and Reservoir Company

By: RANDALL W FISHER  
Title: SECY / TRNGS.



\*Signature

Date: 2/14/2013

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

By: Rebecca J. Mitchell  
By: Rebecca Mitchell, Section Chief, Water Supply  
Planning Section CWCB

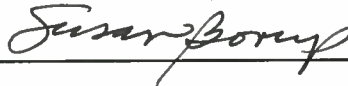
Date: 2/15/13

**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: \_\_\_\_\_



Name and Title: Susan Borup, DNR Controller

Date: \_\_\_\_\_

2/26/13

	2013											
<b>TASK ITEM:</b>	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
PHASE ONE EVALUATION:												
Review Existing Information												
Peer Review of Existing Studies												
Collection of Additional Data												
Feasibility of Management Options												
Conceptual Designs and Cost Estimates												
Regulatory Constraints												
Report and Meeting												
PHASE TWO EVALUATION:												
Evaluation of Selected Options	←						→					
Monitoring And Sampling		←					→					
Cost Benefit Analysis												
Runoff Prediction Tools												
Investigate Funding Options												
Investigate Partnering Possibilities												
Meetings And Preparation of Report	←						→					

# FIRE MOUNTAIN CANAL COMPANY AND NORTH FORK WATER CONSERVANCY DISTRICT SEDIMENTATION MANAGEMENT STUDY FOR PAONIA RESERVOIR SCHEDULE OF WORK ITEMS

NOTE: Project work will not be complete by the end of the shown schedule period.  
Fire Mountain Canal Company anticipates initiating an additional contract amendment application in order to complete the project.

EXHIBIT 3  
4/17/2007  
REVISED 12/10/2007  
REVISED 7/16/2008  
REVISED 8/14/2008  
REVISED 11/11/2010  
REVISED 02/04/2013  
REVISED 02/22/2013