

STATE OF COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1580 Logan Street, Suite 600
Denver, Colorado 80203
Phone: (303) 866-3441
Fax: (303) 894-2578
www.cwcb.state.co.us



December 30, 2013

Town of Gypsum
Attn: Jim Hancock, P.E.
P.O. Box 130
Gypsum, CO 81637

John W. Hickenlooper
Governor

Mike King
DNR Executive Director

James Eklund
CWCB Director

RE: WSRA Amendment Request – L.E.D.E. Ditch & Reservoir

Dear Jim:

This letter is to inform you that the amendment contract for your request to extend this grant to assist in the L.E.D.E. Ditch & Reservoir project was signed on December 18, 2013. The original signed contract will be mailed to you.

With the executed amendment contract, you are now able to proceed with the project and continue invoicing the State of Colorado for costs incurred through September 1, 2016. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

If you have any additional questions or concerns, please contact Kirk Russell at (303) 866-3441 x3232.

Sincerely,

/s/

Dori Vigil
Colorado Water Conservation Board
Water Supply Planning Section
1580 Logan Street, Suite 200
Denver CO 80203
[\(303\) 866-3441 x3250](tel:(303)866-3441x3250)
dori.vigil@state.co.us

CONTRACT AMENDMENT

Amendment #1 C150494	Original Contract CMS #40072	Amendment CMS #63823
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Town of Gypsum (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 for/to the water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for the LEDE Ditch and Reservoir Reconstruction in the Colorado River Basin.

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. **5. TERM and EARLY TERMINATION is amended to read as follows:** "The Parties respective performance under this Grant shall commence on the Effective Date. This Grant shall terminate on September 1, 2016 unless sooner terminated or further extended as specified elsewhere herein.
- b. **6. A. Completion:** Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A** on or before September 1, 2016. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.
- c. **Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$225,000, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

\$225,000 in FY2012
\$225,000 in FY2013, minus any funds expended in FY2012
\$225,000 in FY2014, minus any funds expended in FY2012 and 2013
\$225,000 in FY2015, minus any funds expended in FY2012, FY2013 and FY2014
\$225,000 in FY2016, minus any funds expended in FY2012, FY2013, FY2014 and FY2015
\$225,000 in FY2017, minus any funds expended in FY2012, FY2013, FY2014, FY2015 and FY2017

- d. The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto as **Schedule B**.

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
Town of Gypsum

By: Town of Gypsum JEFF Skroll
 Title: Town Manager

Jeff Skroll
 *Signature

Date: 12-10-2013

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
 Mike King, Department of Natural Resources

By: Rebecca Mitchell

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

Signatory avers to the State Controller or delegate that
 Grantee has not begun performance or that a Statutory
 Violation waiver has been requested under Fiscal Rules

Date: 12-11-13

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
Robert Jaros, CPA, MBA, JD

By: Susan Borup

Name and Title: Susan Borup, DNR Controller

Date: 12/18/13

SCHEDULE B (Revised 12/9/13)

To follow is the proposed schedule for the project implementation.

Project component description	Beginning Date	Projected Completion
Improve LEDE Middle Section of Ditch to 30"; • Notify Forest Service regarding ditch improvement • Estimate Cubic Feet per second flow rates (30-45 cfs) • Design of Pipeline • Preparation of Bid Documents • Publication of Bid Document and LEDE Pipeline Construction Requirements • Construct Pipeline LEDE	Spring, Summer 2009	Completed Summer, 2010
Review Out of Basin and In Basin Hydrology for Reservoir (Basin Yield) • Antones Creek • LEDE Reservoir	Spring, 2009	Completed Fall, 2010
Dam Hydrology/PMF Review	Submitted April, 2010	Completed Summer, 2011
Collection and Review of Soils Data	Submittal May, 2011	Completed Fall 2011
Assess United States Forest Service Requirements • Special Use Permit Boundaries • Potential environmental Assessment • Biological Assessment • Wildlife Study • Potential Environmental Impact Statement	Fall 2009 – December 2010	Completed Spring, 2013
Eagle County Requirements • Grading Permit • 1041 Review of Alternatives	Initial Submittal November, 2010	Completed Summer, 2013
United State Army CORPS of Engineers • 404 Permit	Summer 2011	Completed Fall, 2013
Colorado Dam Safety Review	2011	Completed Spring, 2013
Water Rights Review	Spring 2010	Completed Summer, 2010
Preliminary Dam Design	2010-2011	Completed Fall, 2012
Bid Dam • Design of Dam • Preparation of Bid Documents • Publication of Bid Document and LEDE Reservoir Construction Requirements	Winter 2011	Completed Fall, 2013
Dam Construction	Fall 2013	September 1, 2016