



**COLORADO**

**Colorado Water  
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 721  
Denver, CO 80203

December 15, 2014

Colorado River Water Conservation District  
Attn: Mr. Dan Birch  
P.O. Box 1120  
Glenwood Springs, Co 81602

RE: Notice to Proceed - WSRA Grant – Amendment #3 Yampa/White Basin  
Implementation Plan Supplemental Funding Request

Dear Dan,

This letter is to inform you that the contract amendment #3 to assist in the above WSRA grant project was signed on December 11, 2014. The original amendment contract will be mailed to you.

With the executed contract, you are now able to continue with the project and invoice the State of Colorado for costs incurred through June 30, 2015. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days after the project manager has approved the invoice.

If you have any questions or concerns regarding the project, please contact Craig Godbout at 303-866-3441 ext. 3210 or Brent Newman at 303-866-3441 ext. 3222.

Sincerely,

//s//

Doriann Vigil  
Program Assistant II  
O 303-866-3441 x3250 | F 303-866-4474  
1313 Sherman St., Rm. 718, Denver, CO 80203  
[dori.vigil@state.co.us](mailto:dori.vigil@state.co.us) | [cwcb.state.co.us](http://cwcb.state.co.us)



## CONTRACT AMENDMENT

<b>Amendment #3 CTGG1 2015-577</b>	<b>Original Contract CMS #65117 C150547</b>	<b>Amendment CMS #75259</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 Colorado River Water Conservation District, acting by and through its Colorado River Water Projects Enterprise (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 draft a Yampa/White Basin Implementation Plan that conforms to the Basin Implementation Plan Guidance Document to include Sections 1-6 on behalf of the Yampa/White/Green River Basin Roundtable.

### 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:

**5. TERM and EARLY TERMINATION is amended to read as follows:** "The Parties respective performance under this Grant shall terminate on June 30, 2015 unless sooner terminated or further extended as specified elsewhere herein.

**6.a. Completion:** Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A and Exhibit A-1** on or before **June 30, 2015**. 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.** The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto as **Schedule 2**.

**7a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$317,066 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 and Exhibit A-1**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

<b>\$177,066 in FY2014</b>
<b>\$317,066 in FY2015, minus any funds expended in FY2014</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**

Colorado River Water Conservation District, acting by and through its Colorado River Water Enterprise

By: DAN BIRCH <sup>Project</sup>  
Title: Deputy General Manager



\*Signature

Date: 12/3/2014

**STATE OF COLORADO**

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

By: 

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: 12.5.14

**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: 

Name and Title: Susan Borup, DNR Controller

Date: 12/11/14

**Exhibit A-1 Phase II**

**Tasks:**

9. Provide a detailed review and critique of the Project and Methods (P&M) model. This review will focus on the basic structure of the model to ensure that the model functions correctly. In conjunction with this review, STUDY CONSULTANT will investigate why some of the IPPs have increased the modeled shortage. This review will not include a detailed review of modeled water rights' information and operations for all nodes in the Yampa and White models. Based on the feedback received from the BIP committee on October 6, 2014 STUDY CONSULTANT will also conduct a work session with the BIP committee to discuss the operations and assumptions used in P&M models for the IPPs identified in the BIP. STUDY CONSULTANT will prepare a memorandum to describe its findings. This memo will be provided to the BIP subcommittee and will then be updated once to address edits by the BIP committee.

***Complete within 3 months of contract execution.***

10. Study Consultant will modify IPPs in the P&M models as described below.
  - a. STUDY CONSULTANT will investigate the impact of changes in the Yampa consumptive use IPPs described below on a selected set of nonconsumptive use nodes that were modeled in the Yampa P&M model. At this point the nonconsumptive use nodes that will be investigated have not been identified yet.
  - b. STUDY CONSULTANT will modify water rights, assumptions and operations of Milk Creek Reservoir as provided by Tri-State Generation & Transmission Association (Tri-State) and agricultural users.
  - c. STUDY CONSULTANT will implement the changes to Morrison Creek project, Stagecoach Reservoir and Yamcolo Reservoir as provided by Upper Yampa Water Conservancy District (UYWCD). It is assumed for this scope of work that the UYWCD will provide the final information for these reservoirs above in the same format required by StateMod (operating rules, baseflows, water rights, etc.,).
  - d. STUDY CONSULTANT will simulate the two operational scenarios of Wolf Creek Reservoir as described in the White River Storage Feasibility study report dated April 2014, prepared by W.W. Wheeler.
  - e. STUDY CONSULTANT will review the hydro power rights for Taylor Draw reservoir in the P&M model, and if needed will modify those rights and their operations so that they are accurately represented in the P&M model.

***Complete within 4 months of contract execution.***

11. STUDY CONSULTANT will modify the baseline scenario, the dry future scenario and the dry future IPP scenario to incorporate the changes described above.

***Complete within 5 months of contract execution.***

12. Concerns were raised during the May 29, 2014 meeting that was held in Steamboat Springs regarding averaging modeled water supply, demand and shortage over the entire 56-year simulation period (and presenting these results in the BIP). Specifically some members of the subcommittee suggested that the average of a shorter and representative dry period be presented in the BIP instead. STUDY

CONSULTANT staff will analyze this scenario, discuss with the Subcommittee and update the BIP accordingly.

***Complete within 5 months of contract execution.***

13. STUDY CONSULTANT will modify the BIP report to include the above changes.

**Complete within 6 months of contract execution.**

14. In addition to the work session described above under Task 1, STUDY CONSULTANT will participate in up to ten meetings (by phone) with the BIP committee (up to 1.5 hours each), and three face to face meetings in the Yampa River Basin.

**Complete within 6 months of contract execution.**

15. The details for the public education and outreach task have not been finalized yet. Therefore, for now it has been assumed that \$6,000 will be required for this task.

**Complete within 6 months of contract execution.**

16. This scope of work includes the following project management activities necessary to administer the project:
- A maximum of eight progress reports and eight project invoices.
  - Project management and administration until end of April 2015.
  - Internal Meetings to discuss work progress.
  - Project invoicing and administration

<b>Schedule 2 - Completion within 6 months of contract execution – June 30, 2015.</b>
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Exhibit A-1: Scope of Work

Project Name: Yampa/White Basin Implementation Plan -- Phase II

December 5, 2014

Task	Rate	Hrs	Classification	Rate	Hrs	Classification	Rate	Hrs	Classification	Rate	Hrs	Classification	Rate	Hrs	Classification	Rate	Hrs	Classification	Subcontractor	Travel and Expenses	Total
<b>Task 9: Review and Critique of Projects and Methods (P&amp;M) Model</b>	\$ 200	10.0	Professional Level 25	\$ 135	100.0	Professional Level 15	\$ 75.00	80.0	Professional Level 10	\$ 50	82.0	Professional Level 5							4000		\$ 29,600
<b>Task 10: Modify IPP's in the P&amp;M Model</b>																					
Subtask 9.1: Investigate changes in consumptive use IPP's	\$ 200	3.0	Professional Level 25	\$ 135	11.0	Professional Level 15	\$ 75.00	7.0	Professional Level 10	\$ 50	8.0	Professional Level 5							500		\$ 3,510
Subtask 9.2: Evaluate Nonconsumptive Needs	\$ 200	2.0	Professional Level 25	\$ 135	10.0	Professional Level 15	\$ 75.00	9.0	Professional Level 10	\$ 50	9.0	Professional Level 5									\$ 2,875
Subtask 9.3: Model Milk Creek Reservoir	\$ 200	2.0	Professional Level 25	\$ 135	12.0	Professional Level 15	\$ 75.00	11.0	Professional Level 10	\$ 50	9.4	Professional Level 5									\$ 3,315
Subtask 9.4: Implement changes to Morrison Creek Reservoir per UYVWCD	\$ 200	2.0	Professional Level 25	\$ 135	15.0	Professional Level 15	\$ 75.00	8.0	Professional Level 10	\$ 50	8.1	Professional Level 5									\$ 3,595
Subtask 9.5: Simulate two operational scenarios for Wolf Creek Reservoir	\$ 200	3.0	Professional Level 25	\$ 135	14.0	Professional Level 15	\$ 75.00	7.0	Professional Level 10	\$ 50	7.0	Professional Level 5									\$ 3,365
Subtask 9.6: Evaluate hydro power rights for Taylor Draw Reservoir	\$ 200	3.0	Professional Level 25	\$ 135	12.0	Professional Level 15	\$ 75.00	11.0	Professional Level 10	\$ 50	9.0	Professional Level 5									\$ 4,757
<b>Task 11: Modify Baseline Scenario, Dry Future Scenario and Dry Future IPP to Implement Task 10 Changes</b>	\$ 200	5.0	Professional Level 25	\$ 135	25.0	Professional Level 15	\$ 75.00	27.0	Professional Level 10	\$ 50	25.0	Professional Level 5									\$ 7,850
<b>Task 12: Analyze Additional Dry Scenario</b>	\$ 200	5.0	Professional Level 25	\$ 135	21.0	Professional Level 15	\$ 75.00	25.0	Professional Level 10	\$ 50	11.0	Professional Level 5									\$ 6,260
<b>Task 13: Modify BIP Report to Incorporate Changes from Tasks Above</b>	\$ 200	15.0	Professional Level 25	\$ 135	40.0	Professional Level 15	\$ 75.00	50.0	Professional Level 10	\$ 50	80.0	Professional Level 5							1000		\$ 17,150
<b>Task 14: Participate in Meetings and Phone Conferences</b>	\$ 200	15.0	Professional Level 25	\$ 135	75.0	Professional Level 15	\$ 75.00	10.0	Professional Level 10	\$ 50	0.0	Professional Level 5							2100	3233	\$ 19,208
<b>Task 15: Public Education</b>	\$ 200	5.0	Professional Level 25	\$ 135	5.0	Professional Level 15	\$ 75.00		Professional Level 10	\$ 50	10.0	Professional Level 5							3500	430	\$ 6,105
<b>Task 16: Project Management</b>	\$ 200	25.0	Professional Level 25	\$ 135	50.0	Professional Level 15	\$ 75.00	15.0	Professional Level 10	\$ 50	8.0	Professional Level 5								425	\$ 13,700
																				Subtotal	\$ 121,000
																				Contingency	\$ 17,000
																				Other sources of funds	\$ 158,000.00
																				<b>TOTAL</b>	<b>\$ 80,000</b>