



**COLORADO**

**Colorado Water  
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

December 3, 2014

Pisgah Reservoir and Ditch Company  
Attn: Mr. Wayne Whittaker  
P.O. Box 352  
Rocky Ford, Co 81067

RE: Notice to Proceed - WSRA Grant – Mount Pisgah Dam/Wrights Reservoir  
Outlet Works Rehabilitation

Dear Mr. Whittaker,

This letter is to inform you that the contract to assist in the above WSRA grant project was signed on November 20, 2014. The original contract will be mailed to you.

With the executed contract, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through September 30, 2015. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days after the project manager approval. I wish you much success in your project.

If you have any questions or concerns regarding the project, please contact me.

Sincerely,

//s//

Jonathan Hernandez, P.E.  
Water Project Loan Program  
Finance Section

O [303.866.3441](tel:303.866.3441) x3234 | C [720.376.3406](tel:720.376.3406)  
1313 Sherman St., Rm. 718, Denver, CO 80203  
[jonathan.hernandez@state.co.us](mailto:jonathan.hernandez@state.co.us) | [cwcb.state.co.us](http://cwcb.state.co.us)



## CONTRACT AMENDMENT

<b>Amendment #1 CORE#2015-405</b>	<b>Original Contract CMS #51848 C150505</b>	<b>Amendment CMS # 73837</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 Pisgah Reservoir and Ditch Company, P.O. Box 352, Rocky Ford, CO 81067 (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 Water Supply Reserve Account will provide money for grants and loans to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for Pisgah Reservoir and Ditch Company Mount Pisgah Dam/Wright Reservoir Outlet Works Rehabilitation Projects in the Arkansas 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 terminate on September 30, 2015 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 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. 7. a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$161,345 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:

<b>\$161,345 in FY2012</b>
<b>\$161,345 in FY2013, minus any funds expended in FY2012</b>
<b>\$161,345 in FY2014, minus any funds expended in FY2013 and FY2012</b>
<b>\$161,345 in FY2015, minus any funds expended in FY2014, FY2013 and FY2012</b>
<b>\$161,345 in FY2016, minus any funds expended in FY2015, FY2014, FY2013 and FY2012</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**

**Pisgah Reservoir and Ditch Company**

By: Wayne W. Whittaker  
Title: Secretary - Treasurer

Wayne W. Whittaker  
\*Signature

Date: October 29, 2014

**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: Nov-7-2014

**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: 11/30/14

## REVISED SCHEDULE

Task	Start Date	Finish Date
1: Bid Process	11/1/2014	12/1/2014
2: Construction	January 1, 2015	July 1, 2015
3: Mgmt/SEO Approval	January 1, 2015	September 15, 2015