COLORADO
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

June 7, 2023

Summit Reservoir and Irrigation Company
PO Box 127
Dolores, CO 81323

Loan Compliance Confirmation - C153445

Attached for your records are the original documents relative to the agreement between the Summit Reservoir and Irrigation Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153445. The documents have been stamped "PAID IN FULL" denoting that the Company has satisfied the terms of the agreement in full.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3205 or email at mimi.winter@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Mimi Winter, Finance Manager
Finance Section

Attachments

cc: CWCB Files

# QUIT CLAIM DEED

The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 718, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to Summit Reservoir and Irrigation Company. ("Borrower"), whose address is PO Box 127 Dolores, CO 81323, County of Montezuma State of Colorado, the following property, to wit:

All of the State of Colorado, Colorado Water Conservation Board's rights and interest in the property recorded in the Warranty Deed dated March 11, 1988 and recorded April 1, 1988 recording number 399857, Montezuma County, Colorado.

Executed this 19th day of April, 2023.

GRANTOR:

STATE OF COLORADO
Department of Natural Resources,
Colorado Water Conservation Board

By _____ 4/19/23
Kirk Russell, P. E., Section Chief

STATE OF COLORADO )
) ss.
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 19th day of April, 2023, by Kirk Russell, as Section Chief, of the Colorado Water Conservation Board, on behalf of the State of Colorado. Witness my hand and official seal.

_____
Notary Public

My commission expires March 27, 2027

JESSICA GIBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011689
MY COMMISSION EXPIRES MARCH 27, 2027

JEAN DeGRAFF C153445

Reception No. 399857 Recorded at 3:15 o'clock P.M., APR 1 1988 Recorder.

# WARRANTY DEED

**THIS DEED,** Made this 11th day of March, 1988, between Summit Reservoir an Irrigation Co.,

A Colorado Non-Profit Corporation

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and

Colorado Water Conservation Board

Department of Natural Resources.

whose legal address is

1313 Sherman Street

Denver, Colorado 80203

of the City *County of DEnver, State of Colorado, grantee:

BOOK 609 PAGE 885

STATE DOCUMENTARY FEE
DATE ~~APR 1 1988~~
$ exempt
TOTAL CONSIDERATION

**WITNESSETH,** That the grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Montezuma, State of Colorado, described as follows:

The Northeast Quarter of the Southwest Quarter (NE¼SW¼)
of Section 34, Township 37 North, Range 14 West N.M.P.M.

also known by street and number as:

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

no exceptions

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF,** The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

Edward G. McRae Jr.
Secretary

Summit Reservoir and Irrigation Co.

By Stanley McCabe
President
Stanley McCabe

STATE OF COLORADO
County of Montezuma } ss.

The foregoing instrument was acknowledged before me this 24th day of March, 1988,
by Stanley McCabe as President
and Edward G. McRae Jr. as Secretary
of Summit Reservoir and Irrigation Co. a corporation.
My commission expires December 11, 1991
Witness my hand and official seal.

Gloria V. Dean
Notary Public

*If in Denver, insert "City and."

No. 249857

# WARRANTY DEED

Summit Reservoir Irrig. Co.

TO

Colorado Water Conserv. Board

STATE OF COLORADO,
County of Mesa } ss.

I hereby certify that this instrument was filed for record

in my office this _____ day of

APR 1 1988, 19 ___,

at 3:15 o'clock P M., and duly recorded in

Book 609 Page 885.

Film No. _____ Reception No. _____

JEAN DeGRAFF
Recorder

By _____
Deputy

Fees, $ 309.ex

Mail to: _____
(or return to)

ax statements to:

BRADFORD PUBLISHING CO.

Kirk,

We have some property in Mancos?

**Notice of Situs (location) Address Change on VACANT property owned by:**

COLORADO WATER CONSERVATION
BOARD-DEPT OF NATURAL RESOURCE
1313 SHERMAN ST
DENVER, CO 80203

Name of Landowner(s) as it appears on the County Records:
COLORADO WATER CONSERVATION
BOARD-DEPT OF NATURAL RESOURCE

Legal Description of Property: PID: 536134300005
NE1/4SW1/4 34-37-14 40A B 609 P 885

The intent of this letter is to notify you we are removing GUESS address numbers from Vacant properties throughout the County.
In the past GUESS addresses were assigned to vacant properties. This has caused problems because the GUESS address was rarely where the property owner would eventually install their driveway access, leading to an incorrect address being used.

Address previously assigned to vacant property: 36500 Hwy 184, Mancos 81328

The address has been changed to: TBD Hwy 184 , Mancos, CO 81328

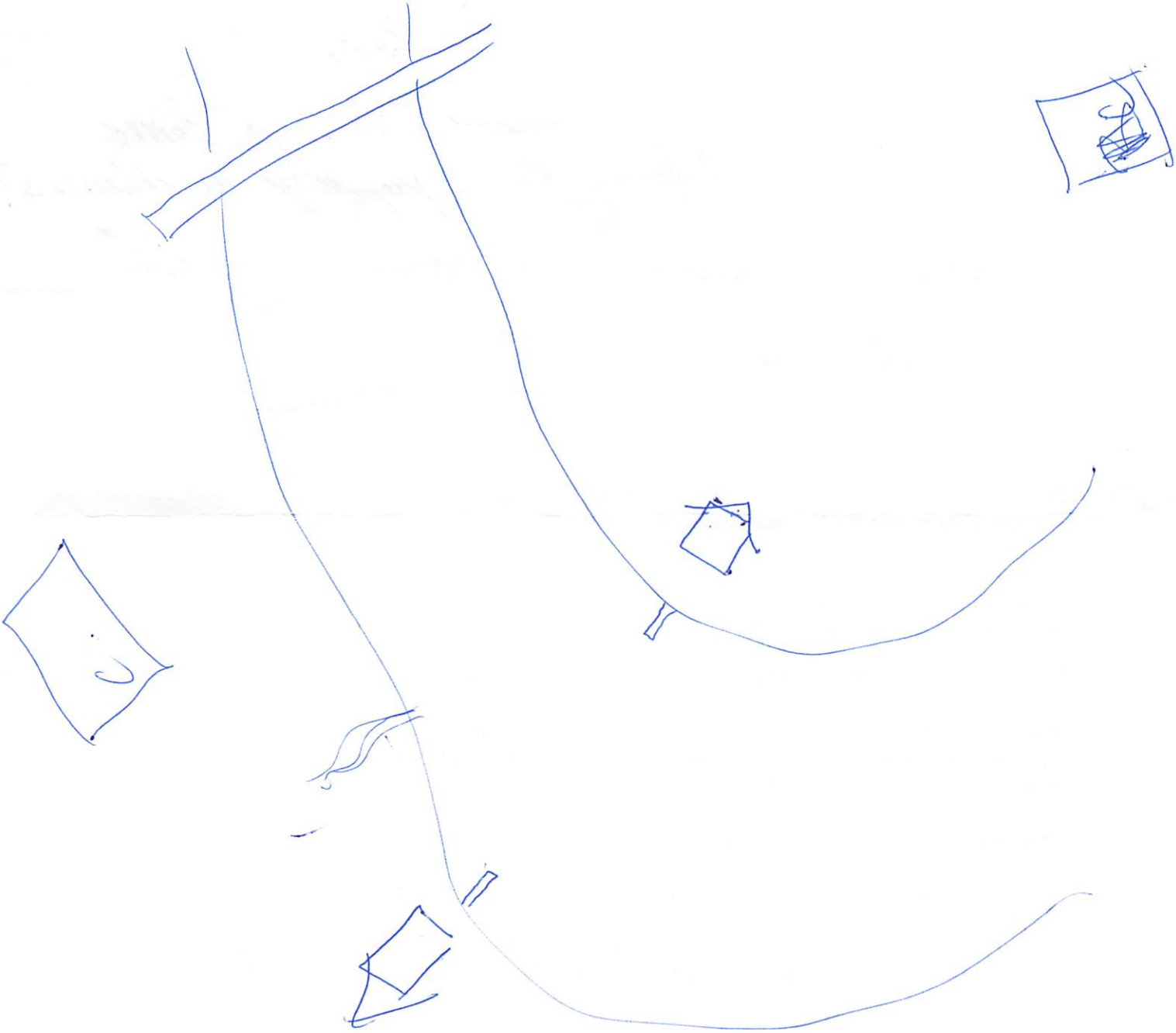
In reviewing your property located in Montezuma County we could not identify an established driveway access or existing buildings on this property that requires an address at this time.

*If you have an established driveway access to the above property and need an address for emergency services OR you have Utility services that requires a property address, please contact the Montezuma County Addressing office.*

addressing@co.montezuma.co.us
Phone: (970) 564-4161 8:30-4:30pm Monday-Friday

To See a map and property information about the Parcel of land we are referring to please go to this web site:
http://cci.co.montezuma.co.us/propertyInquiry/ParcelDetail.aspx?ano=R004108

**Montezuma County Planning Department, 109 West Main, Room 305, Cortez, CO 81321**



Reception No. 399857 JEAN DeGRAFF
Recorded at 3:15 o'clock P.M., APR - 8 Recorder.

# WARRANTY DEED

BOOK 609 PAGE 885

STATE DOCUMENTARY FEE
DATE APR 1 1988
$ exempt
TOTAL CONSIDERATION

**THIS DEED,** Made this 11th day of March, 1988, between Summit Reservoir an Irrigation Co., A Colorado Non-Profit Corporation a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and Colorado Water Conservation Board Department of Natural Resources. whose legal address is 1313 Sherman Street Denver, Colorado 80203 of the City *County of DEnver, State of Colorado, grantee:

**WITNESSETH,** That the grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Montezuma, State of Colorado, described as follows:

The Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 34, Township 37 North, Range 14 West N.M.P.M.

PAID IN FULL COPY

C-1553445

also known by street and number as:

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

no exceptions

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF,** The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: Edward G. McRae Jr.
Secretary
Edward G. McRae Jr.

Summit Reservoir and Irrigation Co.
By Stanley McCabe
President
Stanley McCabe

STATE OF COLORADO
County of Montezuma } ss.

The foregoing instrument was acknowledged before me this 24th day of March, 1988,
by Stanley McCabe as President
and Edward G. McRae Jr. as Secretary
of Summit Reservoir and Irrigation Co. a corporation.
My commission expires December 11, 1991
Witness my hand and official seal. Gloria V. Dean
Notary Public

*If in Denver, insert "City and."

No. 399857

# WARRANTY DEED

Summit Reservoir Irrig. Co.

TO

Colorado Water Conserv. Board

STATE OF COLORADO,
County of Montezuma } ss.

I hereby certify that this instrument was filed for record in my office this _____ day of APR 1 1988, 19 ___, at 3:15 o'clock P M., and duly recorded in Book 609 Page 885.

Film No. _____ Reception No. _____

JEAN DeGRAFF
Recorder

By _____
Deputy

Fees, $ 309.ex

Mail to: _____
(or return to)

and future tax statements to:

BRADFORD PUBLISHING CO.

Form 6-AC-02A (R 5/85)

AC893607

| DEPARTMENT OR AGENCY NUMBER |
|---|
| 34-04-00 |
| CONTRACT ROUTING NUMBER |
| 89401 |

AMENDMENT #1
PROJECT
**CONTRACT**

REDUCE ENCUMBRANCE
FROM: $30,254.00
TO: 21,637.18

**THIS CONTRACT**, made this 9th day of March 1989, by and between the State of Colorado for the use and benefit of the Department of '1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and '2 Summit Reservoir and Irrigation Company, P. O. Box 127, Dolores, CO 81323, hereinafter referred to as the contractor /Contractor, or the Borrower.

**WHEREAS**, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5319X, Contract Encumbrance Number C153445; and ABL Account No. 13191, Org. Unit 77-77-777,

**WHEREAS**, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State and the Borrower entered into a contract dated August 1, 1985, contract encumbrance number C-153445 (hereinafter the "Original Contract"); and

WHEREAS, the original total cost of the project was estimated to be Seventy Thousand Dollars ($70,000); and

WHEREAS, the State was authorized to loan a sum not to exceed Thirty-Five Thousand Dollars ($35,000) for construction of the project; and

WHEREAS, the construction cost of the project was less than what was originally estimated; and

PAID IN FULL

WHEREAS, the State cost for this project has now been reduced to Twenty-One Thousand Six Hundred Thirty-Seven Dollars and Eighteen Cents ($21,637.18).

NOW THEREFORE, it is hereby agreed as follows:

1. This contract amendment is a supplement to the Original Contract, Attachment A, which is by this reference incorporated and made a part hereof; and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this contract amendment as though they were expressly rewritten, incorporated, and included herein.

2. Paragraphs A.2., A.11., C.1., and I. are hereby amended to read as follows:

A.2. Contract for the construction of said project to a responsible and capable firm or firms (hereinafter referred to as Construction Firm or Firms), which Construction Firm shall, when required by the State, be selected through competitive public bidding, said project to be completed within five (5) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all contracts before they can become effective. The above-specified time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Borrower.

A.11. Repay to the State the total principal sum of Sixty-One Thousand Five Hundred Two Dollars and Forty Cents ($61,502.40), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual

installments of One Thousand Five Hundred Thirty-Seven Dollars and Fifty-Six Cents ($1,537.56), each, as shown in Attachment B, attached hereto and incorporated by reference herein, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State determines that the project has been substantially completed, and yearly thereafter until the entire principal sum shall have been paid. However, in the event the Borrower does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Borrower delays in drawing funds. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Borrower pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

C. The State agrees that it shall:

1. Loan to the Borrower for the purpose of this contract an amount not to exceed Twenty-One Thousand Six Hundred Thirty Seven Dollars and Eighteen Cents ($21,637.18). Said Twenty-One Thousand Six Hundred Thirty Seven Dollars and Eighteen Cents ($21,637.18) shall be made available to the Borrower in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing August 1, 1985, and for every month thereafter until said project has been completed, the Borrower shall prepare, with the assistance of the engineering firm referred to in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.



b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Borrower the amount of the monthly estimate or such portion thereof as has been approved by the State.

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State and the warranty deed described in paragraph A.5. above has been executed, recorded, and filed with the Colorado Water Conservation Board.

I. Upon completion of the repayment to the State in the sum of Sixty-One Thousand Five Hundred Two Dollars and Forty Cents ($61,502.40), as set forth in paragraph A.11. of this contract, the State agrees to convey to the Borrower all of the State's right, title, and interest in and to the project and any other property described in paragraph A.5. by deed or other proper conveyance.

3. The repayment schedule (Exhibit C of the Original Contract) is hereby amended as shown in Attachment B.

[illegible] of One Thousand Five Hundred Thirty Dollars and Fifty-Six Cents ($1,532.56), each, as shown in Attachment D, attached hereto and incorporated by reference herein, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State notifies Contractor that the project has been substantially completed and ready therefor until the entire principal amount shall have been paid. However, in the event the Borrower does not have funds commencing on the date specified in paragraph A.1.a. below, the obligation to pay shall be postponed for the same number of months as the Borrower notifies in writing Tuolumne County. Said installment payments shall be made payable to the Colorado River Conservation Board, [illegible] of the Sierras of [illegible] Road in Denver, Colorado. The Borrower pledges its full faith and credit in support of this obligation and warrants that it has taken all actions necessary to pledge its full faith and credit for such obligation.

C. The State agrees that it shall:

1. Loan to the Borrower for the purpose of this contract an amount not to exceed Twenty-One Thousand Six Hundred Thirty Seven Dollars and Eighteen Cents ($21,637.18). Said sum, One Thousand Six Hundred [illegible] Seven Dollars and Eighteen Cents ($1,637.18) shall be made available in the Borrower's accounting [illegible] the following terms and conditions:

a. Beginning with the monthly period commencing August 1, 1985, and for every [illegible] thereafter until said project has been completed, the Borrower shall [illegible], with the assistance of the contracting firm [illegible] in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, payment to the Borrower the amount of the monthly estimate or such portion thereof as has been approved by the State.

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State and the warranty deed described in paragraph A.5 above has been executed, recorded, and title [illegible] the [illegible] Conservation Board.

---

d. Upon completion of the payment to the State in the amount of Sixty-one Thousand Five Hundred Two Dollars and Forty Cents ($61,502.40), as set forth in paragraph A.1. of this contract, the State agrees to convey to the Borrower all of the State's right, title, and interest in and to the project and any other property described in paragraph A.5. by deed or other proper conveyance.

2. The repayment schedule (Exhibit C of the original Contract) is hereby amended as shown in Attachment D.

# SPECIAL PROVISIONS

## CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

## FUND AVAILABILITY

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

## BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before entering the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

## INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

## DISCRIMINATION AND AFFIRMATIVE ACTION



5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402. CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's committment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

[illegible]

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

## COLORADO LABOR PREFERENCE

6 a. Provisions of 8-17-101 & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extend necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-101 and 102, CRS).

## GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

Contractor: SUMMIT RESERVOIR AND IRRIGATION COMPANY
(Full Legal Name)

Stanley McCabe

Position (Title) President

84-0331430
Social Security Number or Federal I.D. Number

**STATE OF COLORADO**
**ROY ROMER, GOVERNOR**

By Gordon W. Waehn
For the Executive Director
DEPARTMENT OF NATURAL RESOURCES
(COLO. WATER CONSERVATION BOARD
J. WILLIAM McDONALD, DIRECTOR)

ATTEST:

By David V. Sanford
Corporate Secretary, or Equivalent, Town/City/County Clerk

SEAL (If Corporation)

APPROVALS

ATTORNEY GENERAL DUANE WOODARD

By
DAVID M. KAVE
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES STROUP

By

ATTACHMENT B

Repayment Schedule

Summit Reservoir Company
Once a Year Payment

| | | | |
|---|---|---|---|
| Principal | $26,383.18 | Payment | $1,537.56 |
| Interest | 5.00% | | |
| Term | 40 Years | | |

| Period | Principal | Payment | Interest | Principal Repayment |
|---|---|---|---|---|
| 1 | $26,383.18 | $1,537.56 | $1,319.16 | $218.40 |
| 2 | 26,164.78 | 1,537.56 | 1,308.24 | 229.32 |
| 3 | 25,935.45 | 1,537.56 | 1,296.77 | 240.79 |
| 4 | 25,694.66 | 1,537.56 | 1,284.73 | 252.83 |
| 5 | 25,441.83 | 1,537.56 | 1,272.09 | 265.47 |
| 6 | 25,176.36 | 1,537.56 | 1,258.82 | 278.75 |
| 7 | 24,897.61 | 1,537.56 | 1,244.88 | 292.68 |
| 8 | 24,604.93 | 1,537.56 | 1,230.25 | 307.32 |
| 9 | 24,297.61 | 1,537.56 | 1,214.88 | 322.68 |
| 10 | 23,974.93 | 1,537.56 | 1,198.75 | 338.82 |
| 11 | 23,636.12 | 1,537.56 | 1,181.81 | 355.76 |
| 12 | 23,280.36 | 1,537.56 | 1,164.02 | 373.55 |
| 13 | 22,906.81 | 1,537.56 | 1,145.34 | 392.22 |
| 14 | 22,514.59 | 1,537.56 | 1,125.73 | 411.83 |
| 15 | 22,102.76 | 1,537.56 | 1,105.14 | 432.43 |
| 16 | 21,670.33 | 1,537.56 | 1,083.52 | 454.05 |
| 17 | 21,216.28 | 1,537.56 | 1,060.81 | 476.75 |
| 18 | 20,739.54 | 1,537.56 | 1,036.98 | 500.59 |
| 19 | 20,238.95 | 1,537.56 | 1,011.95 | 525.62 |
| 20 | 19,713.33 | 1,537.56 | 985.67 | 551.90 |
| 21 | 19,161.44 | 1,537.56 | 958.07 | 579.49 |
| 22 | 18,581.94 | 1,537.56 | 929.10 | 608.47 |
| 23 | 17,973.48 | 1,537.56 | 898.67 | 638.89 |
| 24 | 17,334.59 | 1,537.56 | 866.73 | 670.83 |
| 25 | 16,663.76 | 1,537.56 | 833.19 | 704.38 |
| 26 | 15,959.38 | 1,537.56 | 797.97 | 739.59 |
| 27 | 15,219.79 | 1,537.56 | 760.99 | 776.57 |
| 28 | 14,443.21 | 1,537.56 | 722.16 | 815.40 |
| 29 | 13,627.81 | 1,537.56 | 681.39 | 856.17 |
| 30 | 12,771.64 | 1,537.56 | 638.58 | 898.98 |
| 31 | 11,872.66 | 1,537.56 | 593.63 | 943.93 |
| 32 | 10,928.73 | 1,537.56 | 546.44 | 991.13 |
| 33 | 9,937.60 | 1,537.56 | 496.88 | 1,040.68 |
| 34 | 8,896.91 | 1,537.56 | 444.85 | 1,092.72 |
| 35 | 7,804.20 | 1,537.56 | 390.21 | 1,147.35 |
| 36 | 6,656.84 | 1,537.56 | 332.84 | 1,204.72 |
| 37 | 5,452.12 | 1,537.56 | 272.61 | 1,264.96 |
| 38 | 4,187.17 | 1,537.56 | 209.36 | 1,328.20 |
| 39 | 2,858.96 | 1,537.56 | 142.95 | 1,394.62 |
| 40 | 1,464.35 | 1,537.56 | 73.22 | 1,464.35 |

PAID IN FULL

Form 6-AC-02A

Ac 86/1017

| DEPARTMENT OR AGENCY NUMBER |
|---|
| 34-04-00 |
| CONTRACT ROUTING NUMBER |
| 86083 |

$30,254

# PROJECT CONTRACT

THIS CONTRACT, made this 1st day of August 1985, by and between the State of Colorado for the use and benefit of the Department of *1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and *2 Summit Reservoir and Irrigation Company, P. O. Box 127, Dolores, CO 81323, hereinafter referred to as the contractor or the Borrower.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5319X; Contract Encumbrance Number C153445; and ABL Account Number 13191, Org. Unit 77-77-777,

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, pursuant to the provisions of 37-60-119, Colorado Revised Statutes, the State is authorized to loan money for the construction of water projects for the benefit of the people of the State; and

WHEREAS, the Borrower is a reservoir and irrigation company in the State of Colorado and wishes to repair, or cause to be repaired, the Summit dam, hereinafter called the project, for the stockholders of the reservoir and irrigation company in Montezuma County, Colorado, at an estimated cost of Seventy Thousand Dollars ($70,000); and

WHEREAS, a feasibility investigation of said project was conducted and it was found that such a project is technically and financially feasible; and

PAID IN FULL

WHEREAS, on August 1, 1985, the State and the Borrower entered into an agreement (attached as Exhibit A and incorporated by reference herein and hereinafter referred to as the termination contact) which terminated a feasibility report contract (attached as Exhibit B and incorporated by reference herein) previously entered into between the parties.

WHEREAS, the termination contract provided that the Borrower would pay the State Four Thousand Seven Hundred Forty-Six Dollars ($4,746) under the terms and conditions of this contract in consideration of the State's partial financing of the feasibility report for the project; and

WHEREAS, the State has now agreed to loan money for the construction of said project upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and the State and the Borrower agree that the repayment of the feasibility report funding shall be consolidated with the repayment of the project loan; and

WHEREAS, pursuant to House Bill No. 1128, Fifty-Fourth General Assembly of the State of Colorado, duly enacted into law, the Colorado Water Conservation Board has been authorized to loan a sum not to exceed Thirty-Five Thousand Dollars ($35,000) for construction of the project;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the parties hereto as follows:

A. The Borrower agrees that it shall:

1. Employ an engineering firm to prepare project plans and specifications for the project. Both the engineering firm and the project plans and specifications must be approved by the State before initiation of construction on the project, including any real estate and water rights acquisitions, can commence.

2. Contract for the construction of said project to a responsible and capable firm or firms (hereinafter referred to as Construction Firm or Firms), which Construction Firms shall, when required by the State, be selected through competitive public bidding, said project to be completed within two (2) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all contracts before they can become effective. The above-specified time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Borrower.

3. Require all Construction Firms and their subcontractors to indemnify the State and the Borrower against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of any contract or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. Require all Construction Firms and their subcontractors to maintain the following:

a. Workmen's compensation and employers' liability insurance.

b. Automobile liability insurance for all vehicles.

c. Comprehensive general liability insurance in at least the following amounts:

(1) For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars ($500,000).

PAID IN FULL

(2) For any injury to two or more persons in any single occurrence, the sum of One Million Dollars ($1,000,000).

Said liability insurance shall name the Borrower and the State as co-insureds. No payments shall be made under this contract unless a copy of a certificate of said liability insurance has been filed with the Colorado Water Conservation Board.

5. Execute a warranty deed which shall convey the following real property to the Board as security for the loan:

The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 34, Township 37 North, Range 14 West, NMPM, with all its appurtenances, and warrant(s) the title to the same subject to no exceptions.

The deed will be recorded by the Borrower in the proper county or counties and all recording fees shall be paid by the Borrower.

6. Permit periodic inspection of construction by authorized representatives of the State during and after construction.

7. Without expense to the State, manage, operate, and maintain the project continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance. The Borrower agrees to indemnify and hold the State harmless from any liability as a result of the State's interest in the project facilities and



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any other property identified in paragraph A.5. above. The Borrower shall maintain general liability insurance covering the management, operation, and maintenance of the project until it completes repayment to the State in at least the following amounts:

a. For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars ($500,000).

b. For any injury to two or more persons in any single occurrence, the sum of One Million Dollars ($1,000,000).

Said liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the Colorado Water Conservation Board prior to the start of the operation of the project system.

8. Make the services of said project available within its capacity to all persons in the Borrower's service area without discrimination as to race, color, religion, or natural origin at reasonable charges (including assessments, taxes, or fees), whether for one or more classes of service, in accordance with a schedule of such charges formally adopted by the Borrower through its Board of Directors, as may be modified from time to time. The initial rate schedule must be approved by the State. Thereafter, the Borrower may, subject to the approval of the State, make such modifications to the rate schedule as the Borrower deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory.

9. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair services, obsolescence reserves, and debt reserves.



10. Provide the State with such periodic reports as the State may require and permit periodic inspections of its operations and accounts by a designated representative of the State.

11. Repay to the State the total principal sum of Eighty-One Thousand Six Hundred Dollars ($81,600), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual installments of Two Thousand Forty Dollars ($2,040), each, as shown in Exhibit C, attached hereto and incorporated by reference herein, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State determines that the project has been substantially completed, and yearly thereafter until the entire principal sum shall have been paid. However, in the event the Borrower does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Borrower delays in drawing funds. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Borrower pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

12. Obtain and maintain general fire and hazard insurance on the project in an amount not less than the outstanding amount of the loan made by the State to the Borrower until the

Borrower has repaid the loan in the full under the terms of paragraph A.11. above. The State shall be the sole insured of this policy. The outstanding loan amount payable to the State shall be reduced in the amount of any payments made to the State under this insurance coverage. If only a portion of the outstanding loan amount is paid to the State under this policy, the number of installment payments shall remain unchanged; however, the amount of each payment shall be reduced.

13. Comply with the Construction Fund Program Procedures attached hereto as Exhibit D and incorporated by reference herein.

14. Comply with the provisions of section 37-60-120, Colorado Revised Statutes, and any other applicable statutes, procedures, requirements, rules, or regulations which the State has.

15. Not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of the project or any portion thereof, so long as any of the annual installments required by paragraph A.11. above remain unpaid, without the prior written concurrence of the State.

16. In consideration for the State's promises herein set forth, promise to indemnify, save and hold harmless and defend the State, and all of its employees and agents, acting officially or otherwise, from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of and injuries to, or death of all persons whatsoever, which may occur, or is sustained in connection with the performance of this contract, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

PAID IN FULL

B. Upon default in the payments herein set forth to be made by the Borrower, or default in the performance of any covenant or agreement contained herein, the State, at its option, may (a) declare the entire principal amount then outstanding immediately due and payable; (b) for the account of the Borrower, incur and pay reasonable expenses for repair, maintenance, and operation of the project herein described and such expenses as may be necessary to cure the cause of default; (c) take possession of the project, repair, maintain, and operate or lease it; (d) act upon the security (described in paragraph A.5. above) deeded to the State; and/or (e) take any other appropriate legal action. All remedies described herein may be simultaneously or selectively and successivley enforced. The provisions of this contract may be enforced by the State at its option without regard to prior waivers by it of previous defaults by the Borrower, through judicial proceedings to require specific performance of this contract or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of this contract and the laws and regulations under which this contract is entered into.

C. The State agrees that it shall:

1. Loan to the Borrower for the purpose of this contract an amount not to exceed Thirty Thousand Two Hundred Fifty-Four Dollars ($30,254). Said Thirty Thousand Two Hundred Fifty-Four Dollars ($30,254) shall be made available to the Borrower in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing August 1, 1985, and for every month thereafter until said project has been completed, the Borrower shall

prepare, with the assistance of the engineering firm referred to in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Borrower the amount of the monthly estimate or such portion thereof as has been approved by the State.

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State and the warranty deed described in paragraph A.5. above has been executed, recorded, and filed with the Colorado Water Conservation Board.

2. Provide the Borrower with such technical assistance as the State deems appropriate in planning, constructing, and operating the project and in coordinating the project with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

D. This contract is not assignable by the Borrower except with written approval of the State.

E. The parties to this contract intend that the relationship between them contemplated by this contract is that of lender-borrower, not employer-employee. No agent, employee, or servant of the Borrower shall be or shall be deemed to be an employee, agent, or servant of the State. The Borrower will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, Construction Firms, and subcontractors during the performance of this contract.



F. At all times during the performance of this contract, the Borrower shall strictly adhere to all applicable federal and state laws that have been or may hereafter be established.

G. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State fiscal rules.

H. In its sole discretion, the State may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Borrower's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purposes of this contract or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

I. Upon completion of the repayment to the State in the sum of Eighty-One Thousand Six Hundred Dollars ($81,600), as set forth in paragraph A.11. of this contract, the State agrees to convey to the Borrower all of the State's right, title, and

interest in and to the project and any other property described in paragraph A.5. by deed or other proper conveyance.

J. The Colorado Water Conservation Board, its agents and employees, is hereby designated as the agent of the State for the purpose of this contract.

K. All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

(a) For the State

Mr. J. William McDonald, Director
Colorado Water Conservation Board
721 State Centennial Building
1313 Sherman Street
Denver, CO 80203
Attn: Nick Ioannides

(b) For the Borrower

Mr. Edward G. McRae, Jr.
Secretary-Treasurer
Summit Reservoir and
Irrigation Company
P.O. Box 127
Dolores, CO 81323

PAID IN FULL

# SPECIAL PROVISIONS

## CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

## FUND AVAILABILITY

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

## BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before enter ing the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

## ~~MINIMUM~~ WAGE

~~4. Except as otherwise provided by law, if this contract is in excess of one hundred fifty thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public works (except highways, highway bridges, underpasses and highway structures of all kinds or contracts for any purpose to which the state department of highways or the chief engineer is a party) within the geographical limits of the State, the rate of wages for all laborers and mechanics employed by the contractor or any subcontractor on the building or other public works covered under the contract shall not be less than the prevailing rate of wages for work of a similar nature in the county, city and county, or municipality of the State in which the building or other public works is located. The prevailing rate of wages and the resolution of any disputes resulting therefrom shall be as prescribed by 8-16-101 CRS, as amended.~~

## DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

PAID IN FULL

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's committment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

**COLORADO LABOR PREFERENCE**

6. Provisions of 8-17-101, & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

**GENERAL**

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

SUMMIT RESERVOIR AND
(Full Legal Name) IRRIGATION COMPANY

Contractor By: Stanley McCabe

Position (Title) President

84-0331430
Federal I.D. Number

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By Richard D. Lamm

*5 EXECUTIVE DIRECTOR.
DAVID H. GETCHES

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By David W. Walker

W. WILLIAM McDONALD, DIRECTOR

Attest: (Seal)

By Edward L. McPhee
Secretary

APPROVALS

ATTORNEY GENERAL
DUANE WOODARD
By
A. J. JIVELL, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER
JAMES A. STROUP
By


*See instructions on reverse side.

JAMES A. STROUP

Form 6-AC-02A

EXHIBIT A

Ae 86/1016

| DEPARTMENT OR AGENCY NUMBER |
|---|
| 34-04-00 |
| CONTRACT ROUTING NUMBER |
| 86103 |

No encumbrance

# TERMINATION CONTRACT

THIS CONTRACT, made this 1st day of August 1985, by and between the State of Colorado for the use and benefit of the Department of *1 Natural Resources (Colorado Water Conservation Board),

hereinafter referred to as the State, and *2 Summit Reservoir and Irrigation Company, P. O. Box 127, Dolores, CO 81323,

hereinafter referred to as the contractor,

~~WHEREAS, sufficient funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number xxxxxxx C/A xxxxxxx Number xxxxxxx Contract Encumbrance Number xxxxxxxxx and~~

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State and the Contractor entered into a contract on August 15, 1983 (attached as Exhibit A and incorporated by reference herein, which contract shall hereinafter be referred to as the "feasibility report contract," in which the State agreed to pay the Contractor Four Thousand Seven Hundred Forty-Six Dollars ($4,746) for the purpose of partially funding a feasibility report concerning the repairs of the Summit dam; and

WHEREAS, the feasibility report contract provided in part the following terms:

5. In consideration of the State assuming a portion of the cost of the preparation of the said project feasibility report, the Contractor shall pay to the State the sum of Six Thousand One Hundred Forty-Six Dollars and Ten Cents ($6,146.10) provided that construction of the subject water project is initiated within ten (10) years of the date of this contract. The Contractor shall fulfill this obligation irrespective of how, or by whom, the subject water project is financed or paid for so long as construction is initiated within the specified time.

PAID IN FULL

6. In the event the Contractor must make payment pursuant to the terms of paragraph 5 above, then the said sum of Six Thousand One Hundred Forty-Six Dollars and Ten Cents ($6,146.10) shall be payable in ten (10) equal yearly installments of Six Hundred Fourteen Dollars and Sixty-One Cents ($614.61) each, the first installment to be due and payable upon the January 1st next succeeding the initiation of construction on the said water project. Subsequent payments shall be due and payable on January 1st of each year thereafter; and

WHEREAS, the State and the Contractor intend to enter into a contract (hereinafter referred to as the "project contract") in which the State will loan the Contractor money for the purpose of repairing the Summit dam; and

WHEREAS, initiation of construction to repair the Summit dam would create an obligation on the part of the Contractor to make payments under the terms, specifically paragraph Nos. 5 and 6, of the existing feasibility report contract; and

WHEREAS, the parties agree that it would be mutually beneficial to terminate the Contractor's obligation under the feasibility report contract and to integrate repayment of the Four Thousand Seven Hundred Forty-Six Dollars ($4,746) (which represents the principal amount provided by the State for the purpose of partially funding the feasibility report for the Summit dam project) with the Contractor's repayment of the loan which will be made pursuant to the project contact;

NOW, THEREFORE it is hereby agreed that

1. The feasibility report contract entered into between the State and the Contractor on August 1, 1983, (attached as Exhibit A and incorporated by reference herein) is hereby terminated, and the remaining obligations of the State and the Contractor under the terms of that contract are no longer enforceable.

2. The Contractor agrees to the following terms for the repayment of Four Thousand Seven Hundred Forty-Six Dollars ($4,746), which represents the principal amount provided by the State as partial financing for the feasibility report under the terms of the feasbility report contract:

a. The Four Thousand Seven Hundred Forty-Six Dollars ($4,746) referred to above will be added to that amount loaned to the Contractor by the State under the project contract for the construction of the Summit dam project.

b. The total amount described in paragraph 2.a. above and interest for the full term will be repaid under the terms of the project contract to be entered into between the State and the Contractor.

3. This termination of the feasibility report contract will not be effective until such time as a valid and enforceable project contract is in effect for the construction of the Summit dam project.

PAID IN FULL

# SPECIAL PROVISIONS

## CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

## FUND AVAILABILITY

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

## BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before enter ing the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

## MINIMUM WAGE

4. Except as otherwise provided by law, if this contract is in excess of one hundred fifty thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public works (except highways, highway bridges, underpasses and highway structures of all kinds or contracts for any purpose to which the state department of highways or the chief engineer is a party) within the geographical limits of the State, the rate of wages for all laborers and mechanics employed by the contractor or any subcontractor on the building or other public works covered under the contract shall not be less than the prevailing rate of wages for work of a similar nature in the county, city and county, or municipality of the State in which the building or other public works is located. The prevailing rate of wages and the resolution of any disputes resulting therefrom shall be as prescribed by 8-16-101 CRS, as amended.

## DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or subcontracts.*

PAID IN FULL

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's committment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

**COLORADO LABOR PREFERENCE**

6. Provisions of 8-17-101, & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

**GENERAL**

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

SUMMIT RESERVOIR AND IRRIGATION COMPANY

(Full Legal Name) _____

Contractor By: Stanley M. McCabe

Position (Title) President

84-0331430

Federal I.D. Number

(If Corporation:)

Attest: (Seal)

By _____

Secretary

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By _____

*5 EXECUTIVE DIRECTOR.
DAVID H. GETCHES

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By J. William McDonald

J. WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL DUANE WOODARD

By _____

ALAN GRAVELLE, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES A STROUP

By _____



*See instructions on reverse side.

Form 6-AC-02A

EXHIBIT B

~~EXHIBIT A~~

AC 84/70060

| DEPARTMENT OR AGENCY NUMBER |
|---|
| 34-04-00 |
| CONTRACT ROUTING NUMBER |
| 84098 |

$4,746

# CONTRACT

THIS CONTRACT, made this 15th day of August 1983, by and between the State of Colorado for the use and benefit of the Department of *1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and *2 the Summit Reservoir and Irrigation Company, P. O. Box 127, Dolores, CO 81323, hereinafter referred to as the contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5262X, Contract Encumbrance Number C153408 and ABL Account Number 12620, Org. Unit 77-77-777,

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, pursuant to the provisions of section 37-60-119, Colorado Revised Statutes 1973, as amended, the State is authorized to construct certain water projects for the benefit of the people of the State of Colorado; and

WHEREAS, the Summit Reservoir and Irrigation Company has made application to the State for the improvement of the existing facility; and

WHEREAS, the Contractor is an irrigation company within the State of Colorado;

NOW THEREFORE, it is hereby agreed that

1. The Contractor shall have a feasibility report prepared and directed to the problem of improving the facilities of the Summit Reservoir in accordance with a proposal for a project feasibility report prepared by the consulting engineering firm of Harris Water Engineering (the Consultant) and approved by the State, received August 2, 1983, which proposal is attached hereto as Appendix A and made a part of this contract.

2. Fifteen (15) copies of the final report called for in this contract shall be furnished to the State not later than October 1, 1983, unless such time is extended by mutual agreement of the parties hereto in writing.

PAID IN FULL

3. As compensation for the services of the Contractor, the State shall pay to the Contractor the sum of Four Thousand Seven Hundred Forty-Six Dollars ($4,746) in the manner following:

a. Sixty percent (60%), to wit, Two Thousand Eight Hundred Forty-Seven Dollars and Sixty Cents ($2,847.60) of the total amount due in two (2) monthly installments of One Thousand Four Hundred Twenty-Three Dollars and Eighty Cents ($1,423.80) each, commencing on September 15, 1983.

b. The remaining forty percent (40%), to wit, One Thousand Eight Hundred Ninety-Eight Dollars and Forty Cents ($1,898.40) within forty (40) days following receipt and acceptance of the written report specified in paragraph 2 of this contract.

4. The total cost of services to be rendered for the Contractor by the Consultant is Nine Thousand Four Hundred Ninety-Two Dollars ($9,492) and the Contractor shall pay the sum of Four Thousand Seven Hundred Forty-Six Dollars ($4,746) as agreed to by letter dated August 5, 1983, which is hereby attached and made a part of this contract as Appendix B; and in no event shall this payment be the liability of the State of Colorado.

5. In consideration of the State assuming a portion of the cost of the preparation of the said project feasibility report, the Contractor shall pay to the State the sum of Six Thousand One Hundred Forty-Six Dollars and Ten Cents ($6,146.10) provided that construction of the subject water project is initiated within ten (10) years of the date of this contract. The Contractor shall fulfill this obligation irrespective of how, or by whom, the subject water project is financed or paid for so long as construction is initiated within the specified time.

6. In the event the Contractor must make payment pursuant to the terms of paragraph 5 above, then the said sum of Six Thousand One Hundred Forty-Six Dollars and Ten Cents ($6,146.10) shall be payable in ten (10) equal yearly installments of Six Hundred Fourteen Dollars and Sixty-One Cents ($614.61) each, the first installment to be due and payable upon the January 1st next succeeding the initiation of construction on the said water project. Subsequent payments shall be due and payable on January 1st of each year thereafter.

7. This contract is personal in nature and assignment of performance by the Contractor to another is prohibited unless prior approval in writing is granted by the State.

8. The Contractor is an independent Contractor and as such is not entitled to any benefits of the State personnel system.

PAID IN FULL

# SPECIAL PROVISIONS

## CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

## FUND AVAILABILITY

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

## BOND REQUIREMENT

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in peformance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in leiu of a bond.

## MINIMUM WAGE

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

## DISCRIMINATION AND AFFIRMATIVE ACTION

PAID IN FULL

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's committment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

## COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

## GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

PAID IN FULL

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

SUMMIT RESERVOIR AND IRRIGATION COMPANY

Contractor Summit Reservoir & Irr. Co.

Position Edward D. McKee Jr. Secretary-Treasurer

84-0331430
Federal I.D. Number

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By H. Barry
ACT. EXEC. DIR., HAMLET J. BARRY III
DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By David W. Walker
for WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL DUANE WOODARD

By A. H. POWELL, JR.
Assistant Solicitor General
General Legal Services

CONTROLLER

By

APPENDIX A



SCOPE OF WORK

FEASIBILITY STUDY
for
SUMMIT RESERVOIR IMPROVEMENTS

PREPARED FOR

COLORADO WATER CONSERVATION BOARD

## Introduction

The Summit Irrigation Company owns and operates a system of three reservoirs and associated diversion canals and delivery canals. Summit Reservoir is the main component of the system providing about 5900 acre-feet (AF) of water storage.

Summit Reservoir was originally built in the late 1910's then enlarged in 1938 to its present capacity. The Colorado State Engineer has inspected the dam periodically, with the last inspection occurring in Spring 1983.

The Spring 1983 inspection reconfirmed the recommendations made previously, which are:

1. Remove brush and other growth along the dam.

2. Proper abandonment of the outlet which is not used.

3. Establish exact crest contour to confirm available freeboard.



4. Placement of station markers along dam.

5. Identify active seepage areas then provide drains, filters, or other corrective action.

6. Develop a regular program for inspection and monitoring of the dam.

The condition of the south dike, forming the reservoir, is especially bad. The State Engineer has said that the reservoir level will be restricted to a depth three feet less than current levels, if repairs are not made to the south dike.

The work described in this Exhibit involves preparation of a feasibility report that will address the costs and benefits associated with improvements to Summit Reservoir Dam. Specifically: designs and costs to implement items 3, 5, and 6 will be prepared; the adequacy of water rights will be investigated; the lands will be analyzed to determine repayment ability and benefits; a program for financing the repairs will be formulated; the ability of the company to pay for the repairs will be shown; and a feasibility report prepared. The following describes the work to be accomplished.

## WORK ITEMS

Item I - General Information:

A general description of Summit Reservoir will be prepared. The description will included a project map and climatic data.

Item II - The Summit Irrigation Company:

A short history of the Summit Irrigation Company will be described that gives the laws the Company was formed under and its powers. The financial status of the Company will be shown as well as a tabulation of physical assets.

Item III - Land:

A description of the lands served by Summit Reservoir will be developed. A tabulation of the acreage and number of ownerships will be shown. A map showing the location of the lands will be drafted. No new lands are included so land classification will not be required.

Item IV - Water:

The Summit Irrigation Company has been diverting water for 70 years; the company does not utilize groundwater and water quality is not a problem. The water rights will be tabulated and reviewed to assure that there are no threats to the historic supply. The historic diversions to the Summit Reservoir and releases will be summarized. An estimate of the water provided per acre of land will be made.



Item V - Plan of Development:

The work described herein is solely for improvements to Summit Reservoir to allow the facility to continue to store water as it historical has. The plan of development covers the plans to improve the embankment.

Establish Crest Contour

A reference survey line is needed along the crest of the dam and dikes. The line can be used to determine the crest contour and freeboard, it can be used to reference the location of seeps, and will provide locations to set station markers.

The ENGINEER will survey the crest elevation of the dam and dikes, suggest locations to set station markers and survey the elevations of the markers.

If the crest survey shows that there are low spots that need to be raised, one location is presently known, the ENGINEER will prepare plans to repair the low areas.

## Identify Seepage Areas

The areas of the dike and dam that are experiencing seepage will be identified and those locations referenced to the crest contour survey. To be most effective a field inspection to identify and locate the seeps should be accomplished while the reservoir is full.

## Corrective Action

This item will require the most work and is the most important aspect of the analysis. The previous step will show where the seeps are; some of the seeps will not require any action, some may require monitoring, and some will require immediate repairs. The south dike has the highest priority because lack of repairs will result in reduced reservoir storage in 1984.

Essentially, the entire length of the south dike will require some sort of repair. A plan will be developed to reduce and/or control the seepage from the dike. Methods such as an upstream cutoff wall, drainage blanket, etc., will be investigated. The section of the dike which includes the 0.1 cfs spring will probably require more extensive repairs. The ENGINEER will formulate a method to repair the south dike, develop designs, and prepare drawings for the repairs. Some testing may be required, such as, materials available for repairs.

The west dike is generally in better condition than the south dike. Only certain sections will require repairs. As with the south dike, the ENGINEER will prepare plans and designs for the necessary repairs. There does not appear to be an immediate need to repair the west dike so a schedule will be proposed that would allow the Company to accomplish the repairs over the next few years.



Topography of the dikes will be required to accomplish the designs. Since no topographic maps of the correct scale are available the ground below the south dike and selected sections of the west dike will have to be surveyed.

All repairs must be approved by the State Engineer's office. The ENGINEER shall be responsible for submitting plans and for obtaining approvals from the State Engineer.

## Monitoring and Inspection Program

The ENGINEER will prepare a monitoring and inspection program. The monitoring program will involve measurement of the amount of seepage from the dam and dikes which will be accomplished through the drains and measuring flumes that will be installed as part of the repair program.

The inspection program will involve a schedule for weed and brush control, survey checks of the station markers, and recording of the seepage flow. The program will be designed to show if any problems develop with the dam and dikes that needs attention. The program will be developed in cooperation with Summit Irrigation Company staff to assure it is a practical and workable program.

Item VI - Estimated Costs:

The costs to accomplish the improvements will be estimated. The quantities and unit costs for most of the items will be shown. A total construction cost will be derived. A construction schedule will be developed for use in determining interest during construction and to determine the CWCB funding requirements. The operation and maintenance costs will be derived which will mostly involve the monitoring and inspection program. The present emergency operating fund of the Company will be adequate.

Item VII - Project Evaluation:

The CWCB may provide a loan to the Company to accomplish the improvements, in which case the CWCB wants to be reasonably assured that the loan can be repaid. The ability of Summit Irrigation Company to repay the loan will be evaluated. Since potential revenues come almost exclusively from irrigation the evaluation will center on irrigation repayment ability. Summit Reservoir is used for fishing and recreation, also some revenue may be available from those sources.



Item VIII - Financial Program:

A program to finance the necessary repairs will be developed. The program will show how much will be funded by the Company, how much from the Colorado Water Conservation Board, and how much from other sources. A payout schedule will show the income and expenses resulting form the repairs. A benefit to cost ratio will also be shown.

Item IX - Environmental Assessment:

No environmental impacts are anticipated as a result of this action. A short analysis will be presented supporting this conclusion.

Estimated Man-Hours

| Item | Hours Engineer | Hours Support |
|---|---|---|
| I | 2 | 2 |
| II | 4 | 1 |
| III | 6 | 2 |
| IV | 4 | 1 |
| V | 60 | 72 |
| VI | 19 | 8 |
| VII | 20 | 2 |
| VIII | 20 | 2 |
| IX | 4 | 2 |
| | 139 | 92 |
| Ave. Hourly rate | $ 39.32 | $ 26.65 |
| | $5,465.00 | $2,452.00 |

| Other Costs: | | |
|---|---|---|
| | Soils Testing | $ 860 |
| | Travel | 540 |
| | Copies | 175 |
| | | $1,575 |

Total Cost: $9,492.00

PAID IN FULL

**Summit Reservoir & Irrigation**
P. O. Box 127
Dolores, Colorado 81323

August 5,1983

Nick C. Ioannides PE
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street
Denver, Colorado 80203

Dear Mr. Ioannides:

This letter is to confirm that we are obligating our company to pay 50% of the costs of the feasability study being prepared by Harris Engineering of Durango on Summit Lake.

The total cost will be $9492.00 with an outlay from our funds of $4746.00. Thank you for your assistance in this matter.

Yours truly,

Edward G. McRae, Jr.

Edward G. McRae, Jr.
Secretary-treasurer
Summit Reservoir and Irrigation Company

PAID IN FULL

EXHIBIT C

REPAYMENT SCHEDULE

SUMMIT RESERVOIR AND IRRIGATION COMPANY

| | Payment | Interest | Capital |
|---|---|---|---|
| 1 | $2040.00 | $1750.00 | $ 290.00 |
| 2 | 2040.00 | 1735.50 | 304.50 |
| 3 | 2040.00 | 1720.28 | 319.72 |
| 4 | 2040.00 | 1704.29 | 335.71 |
| 5 | 2040.00 | 1687.50 | 352.50 |
| 6 | 2040.00 | 1669.88 | 370.12 |
| 7 | 2040.00 | 1651.37 | 388.63 |
| 8 | 2040.00 | 1631.94 | 408.06 |
| 9 | 2040.00 | 1611.54 | 428.46 |
| 10 | 2040.00 | 1590.11 | 449.89 |
| 11 | 2040.00 | 1567.62 | 472.38 |
| 12 | 2040.00 | 1544.00 | 496.00 |
| 13 | 2040.00 | 1519.20 | 520.80 |
| 14 | 2040.00 | 1493.16 | 546.84 |
| 15 | 2040.00 | 1465.82 | 574.18 |
| 16 | 2040.00 | 1437.11 | 602.89 |
| 17 | 2040.00 | 1406.97 | 633.03 |
| 18 | 2040.00 | 1375.31 | 664.69 |
| 19 | 2040.00 | 1342.08 | 697.92 |
| 20 | 2040.00 | 1307.18 | 732.82 |
| 21 | 2040.00 | 1270.54 | 769.46 |
| 22 | 2040.00 | 1232.07 | 807.93 |
| 23 | 2040.00 | 1191.67 | 848.33 |
| 24 | 2040.00 | 1149.26 | 890.74 |
| 25 | 2040.00 | 1104.72 | 935.28 |
| 26 | 2040.00 | 1057.96 | 982.04 |
| 27 | 2040.00 | 1008.85 | 1031.15 |
| 28 | 2040.00 | 957.30 | 1082.70 |
| 29 | 2040.00 | 903.16 | 1136.84 |
| 30 | 2040.00 | 846.32 | 1193.68 |
| 31 | 2040.00 | 786.64 | 1253.36 |
| 32 | 2040.00 | 723.97 | 1316.03 |
| 33 | 2040.00 | 658.17 | 1381.83 |
| 34 | 2040.00 | 589.08 | 1450.92 |
| 35 | 2040.00 | 516.53 | 1523.47 |
| 36 | 2040.00 | 440.36 | 1599.64 |
| 37 | 2040.00 | 360.37 | 1679.63 |
| 38 | 2040.00 | 276.39 | 1763.61 |
| 39 | 2040.00 | 188.21 | 1851.79 |
| 40 | 2040.00 | 95.62 | 1944.38 |

PAID IN FULL

## SCHEDULE A

## COLORADO WATER CONSERVATION BOARD
## CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.

2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.

3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).

4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.

5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).

6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.

7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.



8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.

9. Final inspection and acceptance of as-built project by Board staff.

10. Submittal of as-built drawings to Board staff for approval and filing.