

**FIRST AMENDMENT TO WATER INFRASTRUCTURE DESIGN AND
CONSTRUCTION COST SHARING INTERGOVERNMENTAL AGREEMENT (PLUM
CREEK RAW WATER RETURN PIPELINE/EASTERN REGIONAL PIPELINE
PROJECT)**

**THIS FIRST AMENDMENT TO WATER INFRASTRUCTURE DESIGN AND
CONSTRUCTION COST SHARING INTERGOVERNMENTAL AGREEMENT (PLUM
CREEK RAW WATER RETURN PIPELINE/EASTERN REGIONAL PIPELINE
PROJECT)** (this “**Agreement**”) is made and entered into effective as of _____, 2019
(the “**Effective Date**”), by and between **DOMINION WATER & SANITATION DISTRICT**,
a political subdivision and quasi-municipal corporation of the State of Colorado (“**Dominion**”);
and **THE TOWN OF CASTLE ROCK**, a Colorado home rule municipality, acting by and
through the Town of Castle Rock Water Enterprise (“**CRW**”), collectively herein as the
“**Parties**” and individually as a “**Party**.”

RECITALS

A. Pursuant to the terms and conditions set forth in the Water Infrastructure Design and Construction Cost Sharing Intergovernmental Agreement (Plum Creek Raw Water Return Pipeline/Eastern Regional Pipeline Project) dated May 15, 2018 (“Cost Share Agreement”), the Town and Dominion will jointly fund the design and construction of the Plum Creek Raw Water Return Line/Eastern Regional Pipeline Project as more specifically set forth in the Cost Share Agreement.

B. Dominion and CRW desire to update the Exhibits and make other conforming changes to the Cost Share Agreement.

C. Dominion and CRW desire to enter into this Agreement to set forth their understanding regarding the updated Exhibits and other conforming changes to the Cost Share Agreement, together with such other matters as are hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dominion and CRW agree as follows:

1. Replacement of Exhibit C. **Exhibit C, CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE**, to the Cost Share Agreement shall be deleted in its entirety and replaced with a new **Exhibit C, UPDATED CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE**, attached hereto and incorporated herein by this reference.

2. Replacement of Exhibit D. **Exhibit D, ESTIMATED COSTS AND CASTLE ROCK’S PROPORTIONATE SHARE**, shall be deleted in its entirety and replaced with a new **Exhibit D, UPDATED ESTIMATED COSTS AND CASTLE ROCK’S PROPORTIONATE SHARE**, attached hereto and incorporated herein by this reference.

3. Replacement of Last Sentence of Paragraph 3. Paragraph 3 of the Cost Share Agreement shall be amended by the deletion of the last sentence and the replacement of a new last sentence as follows:

Dominion shall assign to CRW interests in the Project easements sufficient to allow CRW the ability to construct, reconstruct, maintain, replace and expand the CRW Infrastructure within ninety (90) days of substantial completion of the CRW Infrastructure.

4. Limits of this First Amendment to Agreement. Unless specifically set forth in this First Amendment to Agreement, there are no other amendments to the Cost Share Agreement and the original terms shall remain in full force and effect.

5. Counterparts; Copies of Signatures. This First Amendment to Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This First Amendment to Agreement may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

6. Further Amendments. Neither the Cost Share Agreement nor this First Amendment to Agreement may be amended except by written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement as of the Effective Date first set forth above.

DOMINION WATER & SANITATION
DISTRICT acting by and through its Sterling
Ranch Water Activity Enterprise

By: _____
President

Attest:

TOWN OF CASTLE ROCK acting by and
through the Town of Castle Rock Water
Enterprise

By: _____
Jason Gray, Mayor

Attest:

Lisa Anderson, Town Clerk

Approved as to form:

Robert J. Slentz, Town Attorney

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

EXHIBIT C

UPDATED CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE

5/8/2019

The Design-Build construction schedule shall be approximately as follows:

Request for Proposals/Bids: October 13, 2017 (Completed)

Bid Award: December 8, 2017 (Completed)

Notice to Proceed: December 15, 2017 (Completed)

Guaranteed Maximum Price expected:

Work Package C: January 8, 2019 (Completed)

Work Package B: June 18, 2019

Commencement of Construction:

Work Package C: February 26, 2019 (Completed)

Work Package B: July 18, 2019

Final Construction Completion:

Work Package C: January 10, 2020 (Scheduled)

Work Package B: March 18, 2020 (Scheduled)

Project Closeout:

Final Restoration, Punchlist, Closeout: May 28, 2020 (Scheduled)

Final Completion: May 28, 2020 (Scheduled)

EXHIBIT D

UPDATED ESTIMATED COSTS AND CASTLE ROCK'S PROPORTIONATE SHARE

6/4/2019

Design/ Build Costs	Total Cost	Dominion	CRW
Phase 1 D/B Estimated Costs (Design)	\$1,979,512	\$1,294,007	\$685,505
Phase 2 D/B Estimated Costs (Construction)	\$38,286,816	\$24,694,212	\$13,592,604
**Phase 1 & 2 D/B Estimated Costs (Design and Construction)	\$40,266,328	\$25,988,219	\$14,278,109
Dominion Project administration costs			***
Easement Acquisition	\$887,848	\$534,722	\$353,125

**Phase 2 includes a ROM estimate for Work Package B. Costs to be adjusted after Work Package B. is awarded.

***Project administration costs will be paid by Castle Rock Water to Dominion at 1% of the actual construction costs of CRW's Plum Creek Raw Water Pipeline.