AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:

Action Requested: Other Approval

Parties to the Agreement: Department of Energy and Gunnison-Crested Butte Airport

Term Begins: 1/6/2015 **Term Ends:** 1/5/2025 **Grant Contract #:**

Summary:
To modify/renew term of existing DOE on airport water well monitoring contract.

Fiscal Impact: None

Submitted by: Rick Lamport **Submitter's Email Address:** rlamport@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/24/2015 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: Discharge Date:

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 3/3/2015 Follow Up Agenda Date:

Revised April 2013

Department of Energy
Washington, DC 20585

February 13, 2015

OLM-BS-2015-006

Mr. John DeVore
Gunnison Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230

Subject: Modification A002 to Access Agreement Number DE-RO01-05LM70012 – Gunnison, Colorado, Processing Site

Dear Mr. DeVore:

The U.S. Department of Energy Office of Legacy Management (DOE) previously installed wells on Gunnison Crested Butte Regional Airport's property near the Gunnison, Colorado, Processing Site to monitor groundwater under the authority of the Uranium Mill Tailings Radiation Control Act. DOE would like to renew the agreement for an additional ten years in order to continue to access monitoring well numbers 0002 and 0102.

Enclosed are two copies of *Modification A002 to Agreement for Installation and Maintenance of Wells and Equipment* that would authorize DOE and its agent's access to the property to monitor or decommission well numbers 0002 and 0102. Please review, and if acceptable, sign and return ***both*** agreements to me. Upon receipt of the signed agreements, DOE will sign them and return an original for your records.

DOE appreciates your cooperation in its ongoing efforts at the Gunnison site. Please contact me at (303) 358-0707, or Michelle Morton of my contractor staff at (970) 248-6107, if you have any questions or concerns. Please send any correspondence to:

U.S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

Sincerely,

Budimir V. Sokolovich
2015.02.12 16:57:27
-05'00'

Bud Sokolovich, RECO
Senior Realty Officer
Office of Legacy Management

Enclosures

Printed with soy ink on recycled paper

cc w/enclosures:
J. Linard, DOE (e)
S. Campbell, SN3 (e)
M. Morton, SN3 (e)
Project File GUP 1415.25
Property Management File GUP 1415.25

U.S. Department of Energy Modification to Agreement For Installation and Maintenance of Wells and Well Equipment Gunnison, Colorado, Processing Site	Agreement Number: DE-RO01-05LM70012 Mod A002

ADDRESS OF PREMISES: The monitoring wells are located in T49N, R1W, Section 2 in Gunnison County, Colorado, as shown on Exhibit A (map) which is attached and made a part hereof.

THIS MODIFICATION TO AGREEMENT (Agreement), entered into by and between Gunnison County Airport n/k/a the Gunnison Crested Butte Regional Airport, (Grantor), whose address is: 519 W. Rio Grande, Gunnison, Colorado 81230, and the UNITED STATES OF AMERICA, by and through the Department of Energy, (Grantee), under the authority of the Uranium Mill Tailings Radiation Control Act (42 U.S.C. § 7901, et seq.) on March 22, 2005 and extended for an additional five years on January 6, 2010 is hereby modified as follows:

WITNESSETH: Grantor, in consideration of the faithful performance by Grantee of all activities and conditions herein contained, hereby grants, consents and agrees to the continued maintenance and use of two (2) monitoring wells numbered, 0002 and 0102, previously installed by Grantee; and to ingress and egress to and from the Premises.

1. GRANTEE PROPERTY - The monitoring wells and appurtenances and all equipment and tools for maintenance and use thereof, placed on or near the Gunnison, Colorado, Processing Site, shall remain the property of Grantee and may be removed by Grantee at its own cost and expense at any time during the life of this Agreement. Said wells and appurtenances shall be maintained by Grantee in a good, safe, and workmanlike manner.

2. TERM/TERMINATION - This Agreement shall be effective on January 6, 2015, and shall continue in full force and effect for ten (10) years, unless earlier modified or terminated by Grantor or Grantee upon thirty (30) days' written notice. Should Grantee abandon the wells in question and subsequently terminate this Agreement, Grantee's right of ingress and egress shall revert to Grantor. Once Grantee determines the wells are no longer needed, Grantee shall abandon them in accordance with appropriate State procedures.

3. GRANTEE RESPONSIBILITY - Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real and personal property caused by the activities of Grantee in exercising any rights hereby granted in this Agreement; PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably compared to its condition on the effective date of this Agreement by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.

4. GRANTEE LIABILITY - Grantee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 U.S.C § 2671, et seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Grantee, duly authorized representatives, or contractors of Grantee, acting within the scope of their employment, in the installation, use, maintenance, removal, or relocation of the monitoring wells and appurtenances and in surface water sampling.

5. INSURANCE - Grantee shall cause its duly authorized representatives, or contractors who enter the property under this Agreement to carry reasonable liability insurance covering risk of liability caused by any of their activities. Upon request, Grantee's duly authorized representatives or contractors will provide Grantor certificates evidencing insurance coverage.

6. PRIOR NOTIFICATION - Grantor will be notified forty-eight (48) hours prior to entering property under this Agreement. Sampling and monitoring activities, beyond well installation and abandonment of wells previously identified in this Agreement, will be conducted during normal business hours, unless Grantor provided consent for sampling and monitoring activities during other hours.

7. NOTIFICATION OF PROPERTY TRANSFER - If all or part of the property referred to herein is transferred to a new owner(s), through sale or other means, (1) Grantor or the Grantor's authorized legal representative shall inform the potential owner(s) of this Agreement; (2) shall inform Grantee of the intent to sell the property; and (3) transfer this Agreement to the new owner(s).

8. RESTORATION - Upon removal or relocation of the monitoring wells and appurtenances, Grantee shall restore the described property to as nearly as possible the state and condition existing prior to the installation of the monitoring wells and appurtenances.

9. SEVERABILITY - In the event any one or more of the provisions contained in this Agreement, or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement.

10. BINDING AGREEMENT - The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, and, as applicable, heirs of the parties hereto.

11. NOTICE - No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect, within the restrictions of this Agreement, unless provided in writing to the authorized representative at the address set out in Paragraph 12, AUTHORIZED REPRESENTATIVES.

12. AUTHORIZED REPRESENTATIVES -

If to Grantee:

Bud Sokolovich
Senior Realty Officer
Department of Energy
2597 Legacy Way
Grand Junction, CO 81503
(303) 358-0707

If to Grantor:
RICK LAMPORT, AIRPORT MANAGER
~~John DeVore~~
Gunnison Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230
(970) 641-2304

IN WITNESS WHEREOF, the parties subscribed their names.

GRANTOR

BY:_____ _____
(Signature) (Title)

GRANTEE

BY:_____ U. S. Department of Energy, Senior Realty Officer
Bud Sokolovich (Official Title)

Exhibit A

LEGEND

● Location Associated with Access Agreement

- - - - Gunnison Processing Site Boundary

Aerial Photo:
2009 National Agricultural Imagery Program (NAIP)

N

SCALE IN FEET

400 200 0 400

U.S. DEPARTMENT OF ENERGY GRAND JUNCTION, COLORADO	Work Performed by S.M. Stoller Corporation Under DOE Contract No. DE-AM01-98LM00060
Locations Associated with the Access Agreement with the Gunnison Crested Butte Regional Airport	
DATE PREPARED December 1, 2009	FILENAME S0599100

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