

CONTRACT AMENDMENT

**Amendment #1
C150474**

Original Contract CMS # 27637

Amendment CMS # 55884

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between South Metro Water Supply Authority (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Natural Resources, Colorado Water Conservation Board, (hereinafter called the "CWCB").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to the water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for the Aquifer Recharge Pilot Study in the Metro Basin.

4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments thereto, if any, are modified as follows:

- a. **5. TERM and EARLY TERMINATION is amended to read as follows:** "The Parties respective performance under this Grant shall commence on the Effective Date. This Grant shall terminate on September 15, 2014 unless sooner terminated or further extended as specified elsewhere herein.
- b. **6. a. Completion:** Grantee shall complete the Work and its other obligations as described herein and in the Exhibit A on or before September 15, 2014. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.
- c. **7 a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$550,000, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

\$550,000 in FY2013, minus any funds expended in FY2011 and 2012

\$550,000 in FY2014, minus any funds expended in FY2011, FY2012, and FY2013
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\$550,000 in FY2015, minus any funds expended in FY2011, FY2012, FY2013 and FY2014

7) EFFECTIVE DATE OF AMENDMENT

The effective date hereof is upon approval of the State Controller or their delegate.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

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

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR
South Metro Water Supply Authority

By: Eric Hecox
 Title: Executive Director

Eric B. Hecox

*Signature

Date: 9/18/13

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

By: *Rebecca Mitchell*

By: Rebecca Mitchell, Section Chief,
 Water Supply Planning Section, CWCB

Signatory avers to the State Controller or delegate that
 Grantee has not begun performance or that a Statutory
 Violation waiver has been requested under Fiscal Rules

Date: 4-25-13

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: *Susan Borup*

Name and Title: Susan Borup, DNR Controller

Date: 5/14/13