

STATE OF COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1580 Logan Street, Suite 600
Denver, Colorado 80203
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December 5, 2013

Northern Colorado Water Conservancy District
Attn: Eric Wilkinson, General Manager
220 Water Avenue
Berthoud, CO 80513-9245

John W. Hickenlooper
Governor

Mike King
DNR Executive Director

James Eklund
CWCB Director

**RE: Notice to Proceed - WSRA Grant – Amendment #1 – Emergency Flood
Assessment, Design & Recovery**

Dear Eric,

This letter is to inform you that the amendment contract to assist in the Emergency Flood Assessment, Design & Recovery was signed on December 5, 2013. The original contracts are enclosed.

With the executed contract, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through October 31, 2015. Please indicate contract number C150540 on correspondence and invoicing to CWCB. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

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

Sincerely,

//s//

Craig Godbout
Program Manager
Colorado Water Conservation Board
Water Supply Planning Section
1580 Logan Street, Suite 200
Denver CO 80203
 [\(303\) 866-3441, ext 3210](tel:(303)866-3441) (office)
 [\(303\) 547-8061](tel:(303)547-8061) (cell)
craig.godbout@state.co.us

CONTRACT AMENDMENT

Amendment #1 C150540	Original Contract CMS # 62427	Amendment CMS # 63433
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Northern Colorado Water Conservancy District (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

"These additional funds may be used for reimbursements of approved work performed on or after October 14, 2013. The funds will not be available for disbursement until the controller approval of this amendment." 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 Grantee to perform obligations under the CWCB Emergency Flood Assessment, Design and Recovery Grant by selecting qualified Subgrantees, using a Subgrantee application process, and awarding grant funds to complete the repair of damages to water supply infrastructure caused by the 2013 flooding.

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. 7. A. Maximum Amount: "The maximum amount payable under this Grant to Grantee by the State is **\$2,555,000**, as determined by the State from available funds. 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:

\$2,555,000 in FY2014
\$2,555,000 in FY2015, minus any funds expended in FY2014
\$2,555,000 in FY2016, minus any funds expended in FY2014 and FY2015

b. The Budget that was included in the Original Contract's Scope of Work shall be replaced by the updated budget attached hereto as **Attachment A**.

c. 13. Insurance ix. Subgrantees May Hold the State and Grantee Harmless, are modified to read as follows: Subgrantees **Must** Hold the State and Grantee Harmless.

d. 13. Insurance ix., are modified to correct a spelling error as follows: b) shall sign a waiver holding the State and Grantee harmless in lieu of providing insurance at the levels specified above, except that Worker's Compensation shall not be **exempted** when required by statute.

7) EFFECTIVE DATE OF AMENDMENT

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

8) ORDER OF PRECEDENCE


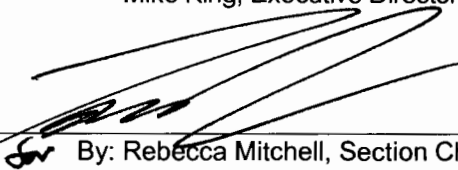
Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version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

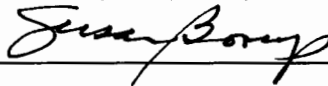
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* 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.

<p align="center">CONTRACTOR</p> <p align="center">Northern Colorado Water Conservancy District</p> <p>By: Eric W. Wilkinson Title: General Manager</p> <p align="center"> *Signature</p> <p>Date: <u>11/26/13</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, GOVERNOR</p> <p align="center">Department of Natural Resources Mike King, Executive Director</p> <p align="center"></p> <p>By: Rebecca Mitchell, Section Chief, Water Supply Planning Section, CWCB</p> <p>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</p> <p>Date: <u>12/2/13</u></p>
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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.

<p>STATE CONTROLLER</p> <p>Robert Jaros, CPA, MBA, JD</p> <p>By: </p> <p>Name and Title: Susan Borup, DNR Controller</p> <p>Date: <u>12/5/13</u></p>
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Attachment A

PROJECT BUDGET: (Revised November 22, 2013)

Total Costs					
		WSRA Statewide*	WSRA Basin*	Subgrantee Matching Funds**	Total Project Costs**
Task 1: Distribution of CWCB WSRA Grant Funds by Northern Water to Subgrantees	Activity 1	\$1,500,000	\$200,000	\$566,667	\$2,266,667
	Activity 2	\$755,000	\$100,000	\$285,000	\$1,140,000
Task 2: Project Reporting		0	0	0	0
Task 3: Final Deliverables		0	0	0	0
Total		\$2,255,000	\$300,000	\$851,667	\$3,406,667

* Allocation of funds among Activity 1 and Activity 2 are estimates only. Allocations may be revised by Northern Water and CWCB based on the application requests.

** Represents a minimum level of non-CWCB funding by Subgrantees reflecting the allocation of funds among Activity 1 and Activity 2 as indicated above. No money or matching funds will be provided by Northern Water. Northern Water will be acting as a Program Sponsor only to administer the grants.