

CONTRACT AMENDMENT

Amendment #2 C150540	Original Contract CMS # 62427	Amendment CMS # 64790
---------------------------------------	--------------------------------------	------------------------------

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:

6. STATEMENT OF WORK - Modified to correct a date error in original contract as follows: "Grantee shall complete the Work and its other obligations, as described herein and in Exhibit A (as specifically outlined in Tasks 1, 2 and 3), two (2) years from the effective date. The State shall not be liable to compensate Grantee for any Subgrantee Work performed prior to October 14, 2013 or after the termination of this Grant. Provided however, Subgrantee Work performed after September 9, 2013 may qualify as in-kind services or contributions.

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

Northern Colorado Water Conservancy District

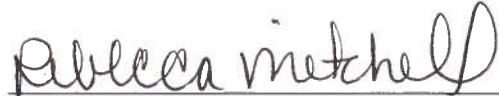
By: Eric W. Wilkinson
Title: General Manager



*Signature

Date: 1/13/14**STATE OF COLORADO**

John W. Hickenlooper, GOVERNOR
Department of Natural Resources
Mike King, Executive Director



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: 1-14-14**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

Robert Jaros, CPA, MBA, JD

By: _____



Name and Title: Susan Borup, DNR Controller

Date: _____

1/24/14