



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

September 9, 2015

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

**RE: Notice to Proceed - WSRA Grant – Amendment #3 – 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 August 22, 2015. The original contract documents will be mailed to you.

With the executed amendment contract, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through December 31, 2015. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 30 days.

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
1313 Sherman Street, Suite 718
Denver CO 80203
[\(303\) 866-3441, ext 3210 \(office\)](tel:3038663441)
[\(303\) 547-8061 \(cell\)](tel:3035478061)
craig.godbout@state.co.us

cc: Amy Johnson

Attachments



CONTRACT AMENDMENT

Amendment #3	Original Contract CMS # 62427 C150540	Amendment CMS # 82637 CORE # 2015-578
---------------------	---	--

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. 5. TERM and EARLY TERMINATION is amended to read as follows: "The Parties respective performance under this Grant shall terminate on December 31, 2015 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 December 31, 2015. 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 **\$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 FY2015 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


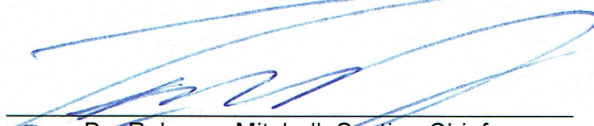
Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version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

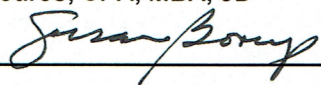
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* 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 Northern Colorado Water Conservancy District By: Eric W. Wilkinson Title: General Manager  *Signature Date: <u>08/02/15</u>	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: <u>8/12/15</u>
--	---

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: <u>8/22/15</u>
--