



COLORADO

Colorado Water
Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 721
Denver, CO 80203

July 28, 2015

Ms. Grace Bagwell, Secretary
Mogote-Northeastern Consolidated Ditch Company
P.O. Box 491
Manassa, CO 81141

**RE: Notice to Proceed – WSRA Grant Amendment #2 – Quantifying Mogote/Romero
Flows & Effects on the Conejos System in the Rio Grande River Basin**

Dear Grace,

This letter is to inform you that the WSRA contract amendment to assist in the above project in the Rio Grande River Basin was signed on July 24, 2015.

With the executed contract amendment, you are now able to continue proceed with the project and continue invoicing the State of Colorado for cost incurred through **September 30, 2015** at which time the contract will expire. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 30 days after the project manager has approved invoice. I wish you much success in your project.

Sincerely,
/s/

Craig Godbout
Program Manager
Colorado Water Conservation Board
Water Supply Planning Section
1313 Sherman St, Rm. 718
Denver CO 80203
(303) 866-3441, ext 3210 (office)
(303) 547-8061 (cell)
craig.godbout@state.co.us

Attachments



CONTRACT AMENDMENT

Amendment #2 CORE#CTGG1 2015-483	Original Contract CMS # 60016 C150525	Amendment CMS #82095
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between the Mogote-Northeastern Consolidated Ditch Company (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 Water Supply Reserve Account provides money for grants and loans to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for the Quantifying Mogote/Romero Flows & Effects on the Conejos System in the Rio Grande River 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 terminate on September 30, 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 September 30, 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.

7a. Maximum Amount: The maximum amount payable under this Grant to Grantee by the State is \$285,000 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:

\$285,000 in FY2014
\$285,000 in FY2015, minus any funds expended in FY2014
\$285,000 in FY2016, minus any funds expended in FY2014 and FY2015

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

Mogote-Northeastern Consolidated Ditch Company

By: Jim Paine
 Title: Vice President

[Signature]
 *Signature
 Date: 7-9-15

STATE OF COLORADO

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

By: [Signature]
 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: 07/14/15

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: [Signature]

Name and Title: Susan Borup, DNR Controller

Date: 7/24/15

Revised Schedule

Task #4 Gauging Stations Nos. 13-16	Completed by August 15, 2015 (only 1 remains to be placed)
Task #7 Total System Beta Test	Completed by September 15, 2015
Task #8 Reporting & Final Deliverable	Completed by September 30, 2015