



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 721
Denver, CO 80203

June 17, 2014

Lower South Platte Water Conservancy District
Attn: Mr. Joe Frank, General Manager
100 Broadway Plaza, Suite 12
Sterling, CO 80751

RE: Notice to Proceed - WSRA Grant - WSRA Amendment #2 Request - Lower SP Water
Cooperative Organizational Analysis

Dear Joe,

This letter is to inform you that the contract amendment to assist in the above WSRA grant project was signed on June 6, 2014. The original amendment contract will be mailed to you.

With the executed contract, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through June 30, 2015. 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//

Jonathan Hernandez, P.E.
Water Project Loan Program
Finance Section
O [303.866.3441](tel:303.866.3441) x3234 | C [720.376.3406](tel:720.376.3406)
1313 Sherman St., Rm. 721, Denver, CO 80203
jonathan.hernandez@state.co.us | cwcb.state.co.us



CONTRACT AMENDMENT

Amendment #2 C150476	Original Contract CMS # 28729	Amendment CMS # 69920
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Lower South Platte 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

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 Lower South Platte Water Cooperative Organizational Analysis in the South Platte 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 June 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 June 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.
- c. **Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$260,977, 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:

\$260,977 in FY2011
\$260,977 in FY2012, minus any funds expended in FY2011
\$260,977 in FY2013, minus any funds expended in FY2011 and 2012
\$260,977 in FY2014, minus any funds expended in FY2011, 2012, 2013
\$260,977 in FY2015, minus any funds expended in FY2011, 2012, 2013 and 2014

- d. The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto as **Schedule C**.

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">Lower South Platte Water Conservancy District</p> <p>By: Joe Frank Title: General Manager</p> <p><u>Joe Frank</u> *Signature</p> <p>Date: <u>05/29/2014</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, GOVERNOR</p> <p align="center">Mike King, Department of Natural Resources</p> <p>By: <u>[Signature]</u></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>5/30/14</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>David J. McDermott, CPA <u>Robert Jeros, CPA, MBA, JD</u></p> <p>By: <u>[Signature]</u></p> <p>Name and Title: Susan Borup, DNR Controller</p> <p>Date: <u>6/6/14</u></p>
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