



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

April 6, 2016

Sanchez Ditch & Reservoir Company
Attn: Keith Caldon, President
Route 1, P.O. Box 215
San Acacio, CO 81550

RE: Notice to Proceed – WSRA Grant Extension – **CTGG1 2016-487** – Sanchez Reservoir
Phase 2 – Outlet Rehabilitation and Gate Replacement

Dear Keith,

This letter is to inform you that the contract extension request to assist in the above WSRA grant project was approved on March 31, 2016. The original grant contracting documents will be mailed to you.

With the executed extension you are now able to proceed with the project and invoice the State of Colorado for costs incurred through December 31, 2017. Please provide the project name, contract number and basin when corresponding with or invoicing for your project. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 30 days after review and signed approval of the project manager.

If you have any questions or concerns regarding the project, please contact Anna Mauss, Project Manager at [303-866-3441 x3224](tel:303-866-3441) or at anna.mauss@state.co.us. You can contact me at 303-866-3441 ext. 3250 for invoicing and payment disbursement questions.

Thank you.

Sincerely,

//s//

Doriann Vigil
Program Assistant II
O 303-866-3441 ext. 3250
1313 Sherman Street, Rm. 719
Denver, CO 80203
Dori.vigil@state.co.us / cwcb.state.co.us

Attachments



CONTRACT AMENDMENT

Amendment #1	Original Contract CMS #53627 C150510	CORE# CTGG1 2015-487 Amendment CMS # 88711
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Sanchez Ditch and Reservoir 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 "State or 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"). 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 Sanchez Ditch and Reservoir, Sanchez Reservoir Outlet Project in the Rio Grande Basin.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

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 **December 31, 2017** 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** and **Exhibit A** on or before **December 31, 2017**. 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 **\$914,400**, 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:

\$914,400 in FY2013
\$914,400 in FY2014, minus any funds expended in FY2013
\$914,400 in FY2015, minus any funds expended in FY2013 and FY2014
\$914,400 in FY2016, minus any funds expended in FY2013, FY2014 and FY2015
\$914,400 in FY2017, minus any funds expended in FY2013, FY2014, FY2015 and 2016
\$914,400 in FY2018, minus any funds expended in FY2013, FY2014, FY2015, FY2016 and FY2017

7) START DATE

This Amendment shall take effect of the Effective Date.

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.

GRANTEE

Sanchez Ditch and Reservoir Company

By: Keith Caldon
 Title: President

Keith Caldon
 *Signature

Date: 3/4/2016

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: 3/10/16**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: Maggie VanCleaf, DNR Purchasing Director

Date: 3/31/2016