



1313 Sherman Street, Room 718
Denver, CO 80203

September 9, 2016

South Metro WISE Authority
Attn: Eric Hecox, Executive Director
8400 East Prentice Avenue, Suite 315
Greenwood Village, CO 80111

Dear Eric,

RE: Official Notice to Proceed – Approved WSRF Grant Amendment #3 – **CTGG1 2015-391 – Water Infrastructure & Supply Efficiency Partnership: Western Pipeline Connection Engineering/Design** and WSRF Grant Amendment #1 – **CTGG1 2016-1081 Water Infrastructure & Supply Efficiency Partnership: Western Pipeline Connection Engineering/Design in the Rio Grande River Basin**

Dear Eric,

This letter is to inform you that the amendment contracts to assist in the above WSRF grant projects have been approved. The original contract documents will be mailed to you for your records.

With the executed contracts (CTGG1 2015-391 and CTGG1 2016-1081) you are now able to proceed with the projects and invoice the State of Colorado for costs incurred through your expiration date. Please provide the project name, CTGG1 number 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 an extension to the project is necessary, a formal letter of request must be submitted to the project manager along with a proposed completion date **90 days** prior to the current expiration date.

If you have any questions or concerns regarding the project, please contact Derek Johnson, Project Manager at 303-866-3441 x3254. You can contact me at 303-866-3441 ext.3250 for invoicing and payment disbursement questions.

Thank you.

Sincerely,

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

Cc: Mikal Martinez
Attachments



CONTRACT AMENDMENT

Amendment #3	Original Contract CMS #61875 C150474	CORE# CTGG1 2015-391 Amendment CMS#93258
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between South Metro WISE Authority, 8400 Prentice Avenue, Suite 1500, Greenwood Village, CO 80111 (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 will be expended to assist in the development of Water Infrastructure and Supply Efficiency (WISE) Partnership: Western Pipeline Connection Engineering/Design.

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 **May 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-1** on or before **May 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 **\$1,570,000**, 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 and A-1**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

\$688,000 in FY2014
\$1,570,000 in FY2015, minus any funds expended in FY2014
\$1,570,000 in FY2016, minus any funds expended in FY2015 and FY2014
\$1,570,000 in FY2017, minus any funds expended in FY2016, 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
South Metro WISE Authority

By: Eric Hecox
 Title: Executive Director

Eric Hecox

*Signature

Date: 8/3/16

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
 Robert Randall, Department of Natural Resources

By: *Rebecca Mitchell*

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: 8/17/16

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: *Maggie VanCleaf*

Maggie VanCleaf, DNR Purchasing Director

Date: 9/2/2016