



**COLORADO**

**Colorado Water  
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

October 26, 2016

Elbert County Board of Commissioners  
Attn: Ed Ehmann  
215 Comanche Street  
Kiowa, CO 80117

RE: Notice to Proceed – Amendment #1 Extension - WSRF Grant – **CTGG1 2016-606**  
Rural Elbert County Water Supply Study

Dear Ed,,

This letter is to inform you that the extension request for the above grant contract has been approved. The original contracting documents will be mailed to you..

With the executed amendment contact you are now able to proceed with the project and invoice the State of Colorado for costs incurred through September 1, 2107. Please provide the project name, CTGG1 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.

Please refer to the WSRF Criteria & Guidelines for reporting requirements for the six month progress report and final deliverable requirements in order to avoid a delay in payment.

If you have any questions or concerns regarding the project, please contact Craig Godbout, Project Manager at 303-866-3441 x3210 or at [craig.godbout@state.co.us](mailto:craig.godbout@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](mailto:Dori.vigil@state.co.us) / [cwc.state.co.us](http://cwc.state.co.us)

Attachments



## CONTRACT AMENDMENT

<b>Amendment #1</b>	<b>Original Contract CMS #80332</b>	<b>CORE# CTGG1 2016-606</b> <b>Amendment CMS #94505</b>
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### 1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Elbert County Board of Commissioners, 215 Comanche Street, Kiowa, Co 80117 (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 the Elbert County Water Supply Study.

### 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 **September 1, 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** on or before **September 1, 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. 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**.

d. **7 a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is **\$120,000**, 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:

<b>\$120,000 in FY2016</b>
<b>\$120,000 in FY2017, minus any funds expended in FY2016</b>
<b>\$120,000 in FY2018, minus any funds expended in FY2017 and FY2016</b>

### 7) START DATE

This Amendment shall take effect on the later of its Effective Date or September 2, 2016.

### 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.

CM 5 94505 CT661 POA 1  
3 016606

**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**

**Elbert County Board of Commissioners**

By: (Print)

*Larry Ross*  
Title: *Elbert County BOCC Chairman*

*[Signature]*  
\*Signature

Date: *9/28/16*

**STATE OF COLORADO**

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

By: *[Signature]* for

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: *9/29/16*

**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: *10/20/2016*

## ELBERT COUNTY RURAL WATER SUPPLY STUDY

### AMENDED SCHEDULE

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Task	Start Date	Finish Date
1	NTP (Assumed Sep 1, 2016)	November 30, 2016
2	Upon NTP	December 31, 2016
3	Upon NTP	January 31, 2017
4	January 1, 2017	August 31, 2017
5	February 1, 2017	August 31, 2017
6	March 1, 2015	August 31, 2017
Final Report		August 31, 2017

NTP = Notice to Proceed

Task	First 6 Months						Second 6 Months					
	9/16 – 11/16			12/16 – 2/17			3/17-5/17			6/17-8/17		
1 – PLANNING PROJECTIONS												
2 - EXISTING WATER SUPPLY												
3 - FUTURE WATER SUPPLY												
4 - WATER RESOURCE OPTIONS												
5 - COST-BENEFIT ANALYSES												
6 - OPPORTUNITIES & CHALLENGES												
Status Report												
Final Report												