



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 721
Denver, CO 80203

March 19, 2015

Mr. Eric Hecox, Executive Director
South Metro Water Supply Authority
8400 East Prentice Avenue, Suite 1500
Greenwood, CO 80111

**RE: Notice to Proceed – WSRA Grant Amendment #2 – Basin
Implementation Plan – CTGG1 2015-395**

Dear Eric:

This letter is to inform you that the contract amendment request for the WSRA grant to assist in the Basin Implementation Plan in the South Platte and Metro River Basin was approved on March 13, 2015.

With the executed amendment, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred through December 31, 2015. Please provide the project name, contract or purchase order number, and basin when corresponding with or invoicing the State of Colorado for your project. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days after review and signed approval by the project manager. 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. 721
Denver CO 80203
(303) 866-3441, ext 3210 (office)
(303) 547-8061 (cell)
[*craig.godbout@state.co.us*](mailto:craig.godbout@state.co.us)

Attachments



CONTRACT AMENDMENT

Amendment #2 CORE#2015-395/C150537	Original Contract CMS #61832	Amendment CMS #77123
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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 Water Supply Authority (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 draft an Integrated South Platte Basin and Metro Implementation Plan that addresses consumptive needs, and conforms to the Basin Implementation Plan Guidance Document, with South Metro Water Supply Authority on behalf of the South Platte Basin and Metro Roundtables.

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 December 31, 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 December 31, 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. The Schedule that was included in the Original Contract's Scope of Work shall be replaced by the updated schedule attached hereto within Exhibit A as **Schedule C**.
- d. **7 a. Maximum Amount:** The maximum amount payable under this Grant to Grantee by the State is \$910,000, 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:

\$412,000 in FY2014
\$910,000 in FY2015, minus any funds expended in FY2014
\$910,000 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**South Metro Water Supply Authority**

By: Eric Hecox
Title: Executive Director

Eric B. Hecox

*Signature

Date: 2/19/15**STATE OF COLORADO**

John W. Hickenlooper, GOVERNOR
Mike King, 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: 2-25-15**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~~David J. McDermott, CPA~~*Robert Jaros, CPA, MBA, JD*By: *Susan Borup*

Name and Title: Susan Borup, DNR Controller

Date: 3/13/15

SCHEDULE C – Amendment #2

The estimated schedule for completion of each primary Task is outlined below. The schedule may be modified as needed based on the direction of the Rio Chato and Executive Committees.

Task 700 – Project Management and Administration NTP through April 30, 2015 (Includes time in April for project closeout, invoicing, etc.)

Task 800 – Communication and Stakeholder Outreach NTP through April 30, 2015; dates for public outreach meetings TBD based on input from Basin Roundtables

Task 900 – Define Goals and Measurable Outcomes NTP through November 30, 2014

Task 1000 – Water Availability NTP through January 15, 2015

Task 1100 – Projects and Methods for Future Water Supply Options NTP through January 15, 2015

Task 1200 – Prepare Final Basin Implementation Plan Pre-Final BIP to BRTs: February 1, 2015; Final BIP to CWCBC: December 31, 2015