

# FUNDING AGREEMENT AMENDMENT #1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Natural Resources Executive Directors Office <b>1313 Sherman Street</b> <b>Denver, CO 80203</b>	<b>Original Contract Number</b> CMS #103251 CT# CTGG1 PAAA 2018*0539
<b>Contractor</b> The City of Commerce City 7887 E. 60 <sup>th</sup> AVE Commerce City, CO 80022	<b>Amendment Contract Number</b> CMS#109072 CT# CTGG1 PAAA 2018*0539
<b>Current \$1,388,523.00 (after amendment approved)</b> Entire contract term for all applicable fiscal years:\$1,388,523.00	<b>Contract Performance Beginning Date</b> July 26, 2017
	<b>Current (after amendment approved)Contract Expiration Date</b> December 31, 2018

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>CONTRACTOR</b> The City of Commerce City  _____ By: Sean Ford, Mayor  Date: _____	<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Natural Resources Robert D. Randall, Executive Director  _____ (Signature) _____ Date: _____
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Maggie Van Cleef, Department of Natural Resources, Purchasing Director

Amendment Effective Date: \_\_\_\_\_

1. **PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. **PURPOSE**

The original agreement’s purpose was to fund the revitalization and create open space in the Sand Creek corridor. This included removals, grading and excavation, evapo-transpirative (ET) cover construction, planting and revegetation, and monitoring well replacement. The agreement included \$1,160,000 allocated to the City of Commerce City from the Foundation Fund. The city provided a \$735,940.75 match that met NRDs criteria and \$606,120.79 in other match. The change in this agreement is that an additional \$228,523 will be allocated to Commerce City from the Foundation Fund to pay for irrigation and landscape. The amount in the original agreement that was designated for planting and revegetation was \$142,966 and this has increased due to some items being left out of the bid package. The city’s match amounts remain the same.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Throughout the entire contract “Exhibit B”, shall be deleted and replaced with Exhibit B1.
- B. **Section 7. Payments to Contractor, A. Maximum Amount:** The State shall reimburse Contractor up to a maximum amount of \$1,160,000.00 (One Million One Hundred Sixty Thousand Dollars), which shall be from available Funds for the completion of the Project described in Exhibit B during the Performance period shall be deleted and replaced with; The State shall reimburse Contractor up to a maximum of \$1,388,523.00 (One Million Three Hundred Eighty Eight Thousand Five Hundred Twenty Three Dollars), which shall be

available from Funds for the competition of the Project described in Exhibit B1 during the Performance period.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.