

CONTRACT AMENDMENT

Amendment #3	Original Contract CMS (CLIN) # 33989	Amendment CMS # 97624
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Conserve-A-Watt Lighting, Inc.** (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the **Department of Personnel & Administration, State Purchasing Office**, (hereinafter called the "SPO").

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 Parties entered into the Contract for **facilities maintenance, repairs, and operations ("MRO"), Lamps to Colorado State Agencies, local governments, and specifically approved non-profit organizations**, effective May 27, 2011.

Pursuant to **Exhibit A, 3. Terms**, the Participating Addendum extended conterminously with the Master Price Agreement to February 27, 2017.

4) CONSIDERATION

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:

Exhibit A, 3. Terms and Orders**A. Term**

The Parties agree to modify the term by adding the following:

If the term of NASPO ValuePoint Master Agreement is extended for any reason, then that extension shall be automatically incorporated in this Participating Addendum and the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code, which extension is currently June 30, 2017.

7) START DATE

This Amendment shall take effect on the later of its Effective Date or **March 1, 2017**.

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.**

<p align="center">CONTRACTOR Conserve-a-Watt</p> <p>By: Stephen Komavas Title: President/Owner</p> <p><i>Stephen Komavas</i></p> <hr/> <p align="center">*Signature</p> <p>Date: <u>2/27/17</u></p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel & Administration State Purchasing & Contracts Office June Taylor</p> <p><i>John Chapman</i></p> <hr/> <p align="center">By: John Chapman, State Purchasing Manager</p> <p>Date: <u>2/27/2017</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment 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: *Robert Jaros*

Date: 2/28/17