



**COLORADO**

**Colorado Water  
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

June 1, 2016

Conejos Water Conservancy District  
Attn: Nathan Coombs  
P.O. Box 550  
Manassa, CO 81141

RE: Notice to Proceed – WSRA Grant Amendment #1 – **CTGG1 2015-511** –  
Conejos River System Confluence Management Project

Dear Nathan,

This letter is to inform you that the contract amendment CTGG1 2015-511 to assist in the above WSRA grant project was approved on May 27, 2016. The original contract will be mailed to you.

With the executed amendment, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through May 31, 2017. Please provide the project name (Conejos River System Confluence Management Project), contract number (CTGG1 2015-511), basin (Rio Grande) and project manager 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 additional 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. There will be no prior notice from the CWCB contract compliance staff informing the grantee that the project is approaching its deadline, therefore the grantee must monitor the completion progress accordingly.

If you have any questions or concerns regarding the project, please contact Jonathan Hernandez, Project Manager at 303-866-3441 x3234 or at [jonathan.hernandez@state.co.us](mailto:jonathan.hernandez@state.co.us). You can contact me at 303-866-3441 ext. 3250 for contracting, 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) / [cwcw.state.co.com](http://cwcw.state.co.com)



## CONTRACT AMENDMENT

<b>Amendment #1</b>	<b>Original Contract CMS #70315 C150555</b>	<b>CORE# CTGG1 2015-511 Amendment CMS #89879</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 Conejos Water Conservancy District (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 Conejos River System Confluence Management Project in the Rio Grande River Basin.

### 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 **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** 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. 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 **\$295,000**, 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>\$295,000 in FY2014</b>
<b>\$295,000 in FY2015, minus any funds expended in FY2014</b>
<b>\$295,000 in FY2016, minus any funds expended in FY2014 and FY2015</b>
<b>\$295,000 in FY2017, minus any funds expended in FY2014, FY2015 and 2016</b>

### 7) START DATE

This Amendment shall take effect of the Effective Date.

### 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.

**GRANTEE**  
**CONEJOS WATER CONSERVANCY DISTRICT**

By: NATHAN COMBS  
 Title: Manager

Nathan Combs  
 \*Signature

Date: 4-14-16

**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: 4/21/16

**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 VanClef  
 Name and Title: Maggie VanClef, DNR Purchasing Director

Date: 5/27/2016

SCHEDULE C

	TIMELINE --NTP May, 2014						Start date June, 2014			2015-16		2016	2017
NTP plus Month #	June-July	Aug-Sept	Oct-Nov	Dec-Jan	Feb-Mar	Apr-May	Jun-Jul	Aug-Sep	Oct-Nov	Dec-Jan	Feb-Mar	Apr-Dec of 2016	Jan-May
Engineering	X				X		X						
SANFORD													
concrete core and diversion structure		X											
One radial gate. 1 steel slide gate			X										
Automation			X									X	
4 stilling wells, 4 parshall flumes.			X	X								X	
Gateway & Telemetry					X								
Ephraim													
concrete core and diversion structure with sluice and turnout								X	X		X		
1 diversion gate, 1 slide gate										X			
automation												X	
5 flumes & stilling wells												X	
Gateway and Telemetry												X	
East Bend													
core/ diversion with sluice and turnout												X	
1 radial gate													
automation												X	
Bentway weirs												X	
Administration/Reports												X	
East Bend	X											X	X
Sanford				X		X		X		X	X	X	X
Ephraim				X			X	X		X	X	X	X