



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

June 22, 2017

Lower Arkansas Valley Water Conservancy District
Attn: Jack Globle, P.E. District Engineer
801 Swink Avenue
Rocky Ford, CO 81067

RE: Notice to Proceed – WSRF Grant – CTGG1 2017-3416 Amendment #1 – FIRI Analysis & Tailwater Return Flow Study in the Arkansas River Basin

Dear Jack,

This letter is to inform you that the amendment request to assist in the above WSRF grant project has been approved. The amendment documents will be mailed to you.

With the executed agreement, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through December 31, 2017. Please provide the project name, POGG1 number, and basin when corresponding with or invoicing for your project along with back-up documentation of cost incurred for the WSRF portion of the grant according to the original scope of work tasks. 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 current WSRF Criteria & Guidelines on our website for the six month progress report and final deliverable requirements in order to avoid a delay in payment. A 90-day advance notice is required in the event you are seeking an additional amendment to the term of this agreement. An official letter of request to the CWCB project manager briefly describing the need for the extension, updated insurance certificates (if applicable) and an updated schedule reflecting the specific tasks that require additional time to complete is required.

If you have any questions or concerns regarding the project, please contact Ben Wade, Project Manager at 303-866-3441 3238 or at Ben.Wade@state.co.us. Please send the 6 month progress reports directly to Ben and when submitting invoices, please send them to Ben and cc me at Dori.vigil@state.co.us.

You can contact me at 303-866-3441 ext. 3250 for additional 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 / cwcb.state.co.com

Attachments




GRANT AGREEMENT AMENDMENT #1

SIGNATURE AND COVER PAGE

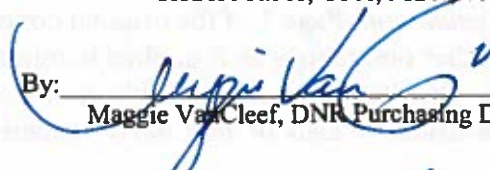
State Agency Department of Natural Resources Colorado Water Conservation Board 1313 Sherman Street, Denver Co 80203	Original Grant Agreement Number CMS# 74756 CTGG1 2015-3416
Grantee and Address Lower Arkansas Valley Water Conservancy District 801 Swink Avenue Rocky Ford, CO 81067	Amendment Grant Agreement Number CMS# 101485 CTGG1 2015-3416
Current Grant Agreement Maximum Amount (after amendment approved) Entire Grant Agreement term for all applicable fiscal years: \$175,137	Grant Agreement Performance Beginning Date June 1, 2017
Reason for Modification Time Extension	Current (after amendment approved) Grant Agreement Expiration Date December 31, 2017

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.

GRANTEE Lower Arkansas Valley Water Conservancy District By:  By: Name & Title of Person Signing for Grantee Date: <u>May 17, 2017</u>	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Natural Resources Robert D. Randall, Executive Director <u>Rebecca Mitchell</u> (Signature) By: Rebecca Mitchell, Section Chief Date: <u>5-24-17</u>
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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 VanCleeef, DNR Purchasing Director Amendment Effective Date: <u>6/16/2017</u>

1. **PARTIES**

This Amendment (the "Amendment") to the Original Grant Agreement shown on the Signature and Cover Page for this Amendment (the "Grant Agreement") is entered into by and between the Grantee, and the State.

2. **TERMINOLOGY**

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

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 Grantee 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 Grant Agreement 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 Grant Agreement or **December 31, 2017**, whichever is earlier.

4. **PURPOSE**

The purpose of the grant is for the FIRI Analysis and Tailwater Return Flow Study on Fort Lyon Canal in the Arkansas River Basin. The amendment purpose is to extend the completion date in order to allow additional time to conduct implementation tasks stated in the scope of work **Exhibit A**.

5. **MODIFICATIONS**

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

A. The Grant Agreement Initial Grant Agreement Expiration Date, Paragraph 5A, *Initial Term-Work Commencement*, Page 3 of the original contract to read: "The Parties' respective performance under this Grant shall commence on the Effective Date. This Grant shall terminate on **December 31, 2017** unless sooner terminated or further extended as specified elsewhere, with the Current Grant Agreement Expiration Date shown on the Signature and Cover Page for this Amendment."

B. Amend to Paragraph 6A, *Completion*, Page 3 of the original contract to read: "Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A** on or before **December 31, 2017**. The State shall not be liable to compensate the 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 Grant Agreement's **Exhibit A, Scope of Work** shall be replaced by the updated schedule attached hereto as **Schedule B**.
- D. Amend to Paragraph 7A, *Maximum Amount*, Exhibit A of the original contract to read: "The maximum amount payable under this Grant to Grantee by the State is **\$173,137** 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:"

\$175,137 in FY2015
\$175,137 in FY2016, minus any funds expended in FY2015
\$175,137 in FY2017, minus any funds expended in FY2016, and FY2015
\$175,137 in FY2018, minus any funds expended in FY2017, minus FY2016, and FY2015

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



May 15, 2017

Ben Wade
 Water Conservation Coordinator
 Colorado Water Conservation Board
 1313 Sherman St
 Denver, CO 80203

Re: Extension Request, CWCB WSRA Grant Contract #CTGG1 2015-3416

The Lower Arkansas Valley Water Conservancy District (LAVWCD) wishes to extend the expiration date for the WSRA Grant Contract #CTGG1 2015-3416 “FIRI Analysis and Tailwater Return Flow Study on Fort Lyon Canal” from May 31, 2017 until December 31, 2017. A deadline extension is necessary in order to gather additional data during the 2017 irrigation season (ending November 15, 2017) pertaining to assumptions used in tailwater return flow calculations. Grant information and revised schedule are listed below.

Grant Contract Number: CTGG1 2015-3416
 Current Expiration Date: May 31, 2017
 Proposed Expiration Date: December 31, 2017
 Approving Basin: Arkansas

REVISED SCHEDULE: B

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1 – Farm Identification	x	x	x									
Task 2 - Equipment		x	x	x	x							
Task 3 – Site Monitoring and Data Collection					x	x	x	x	x	x	x	x
Task 4 – Data Processing and Analysis												
Task 5 – FIRI Analysis					x	x	x	x	x	x	x	x
Task 6 – Evaluate Phase Two												

Task	Month															
	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28-35*
Task 1																
Task 1																
Task 2																
Task 3	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Task 4	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Task 5	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Task 6													x	x	x	

*Note that the month 35 is December 31, 2017.

For any questions regarding this extension request or general project information, please contact project manager Ryan Hemphill at ryan.hemphill@centurytel.net or (719) 688-8760.

Best Regards,

A handwritten signature in blue ink that reads "Jack Goble". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jack Goble, P.E.
District Engineer
Lower Arkansas Valley Water Conservancy District