



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

June 22, 2017

Trout Unlimited, Inc.
Attn: Drew Peterson, Colorado Water Director
1777 N. Kent Street
Arlington, VA 22209

RE: Notice to Proceed – WSRF Grant – CTGG1 2015-2791 – Amendment #2 Redburn Ranch Diversion
Dam Project in the Southwest River Basin

Dear Drew,

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 June 1, 2018. Please provide the project name, CTGG1 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 Craig Godbout, Project Manager at 303-866-3441 3210 or at Craig.godbout@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 / cwcw.state.co.com

Attachments

Cc: Matt Clark, TU

Craig Godbout, CWCB Project Manager



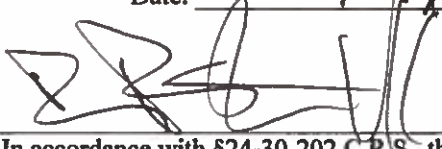

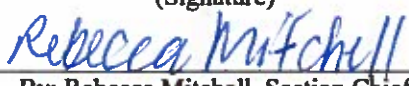
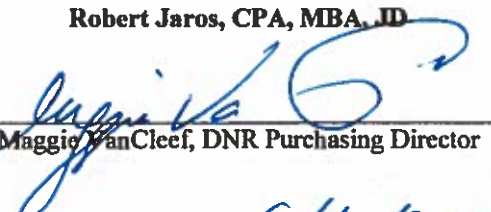
GRANT AGREEMENT AMENDMENT #2

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# 75447 CTGG1 2015-791
Grantee and Address Trout Unlimited, Inc. 1777 N. Kent Street Arlington, VA 22209	Amendment Grant Agreement Number CMS# 97665 CTGG1 2015-2791
Current Grant Agreement Maximum Amount (after amendment approved) Entire Grant Agreement term for all applicable fiscal years: \$148,500	Grant Agreement Performance Beginning Date July 1, 2017
Reason for Modification Time Extension	Current (after amendment approved) Grant Agreement Expiration Date June 1, 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.

GRANTEE Trout Unlimited, Inc. Drew Peterzell Colorado Water Director By: Name & Title of Person Signing for Grantee Date: 4-19-17 	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Natural Resources Robert D. Randall, Executive Director  (Signature)  By: Rebecca Mitchell, Section Chief Date: 5/2/17
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 VanClef, DNR Purchasing Director Amendment Effective Date: 6/16/2017	

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 June 1, 2018, whichever is earlier.

4. PURPOSE

The purpose of the grant is for the Redburn Ranch Diversion Dam Project in the Southwest 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 on the Grant Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Grant Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

B. 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 June 1, 2018 unless sooner terminated or further extended as specified elsewhere herein.

- C. Completion: Grantee shall complete the Work and its other obligations as described herein and in the **Exhibit A** on or before June 1, 2018. 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.
- D. The Schedule that was included in the Original Grant Agreement's Scope of Work shall be replaced by the updated schedule attached hereto as **Schedule D**.

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.

SCHEDULE D

Redburn Ranch Project Schedule																															
detail.	12.14	2.15	3.15	4.15	5.15	6.15	7.15	8.15	9.15	10.15	11.15	12.15	1.16	2.16	3.16	4.16	5.16	6.16	7.16	8.16	9.16	10.16		8.17	9.17	10.17	11.17		4.18	5.18	6.18
TASK 1 - Channel Survey (Completed)																															
TASK 2 – Design Diversion Alternatives (Completed)																															
TASK 3 – Select Diversion Alternative (Completed)																															
TASK 4 – Finalize Design and Secure Authorizations (Completed)																															
TASK 5 – Implement the Project																															
TASK 6 – Monitor Project for Design Compliance																															

COMPLETION DATE - JUNE 1, 2018