



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

August 29, 2017

Mr. Joe Frank, Manager,
Lower South Platte Conservancy District
100 Broadway Plaza, Suite 12
Sterling, CO 80721

RE: Notice to Proceed – ATM Grant – **CTGG1 2015-2938 Amendment #1** & CTGG1 2016-496 Amendment #2

Dear Joe,

This letter is to inform you that the grant requests to assist in the above ATM grant projects have been approved. The original signed contracts are enclosed.

With the executed agreements, you are now able to proceed with the projects and invoice the State of Colorado for costs incurred through March 1, 2018. Please provide the project name, CTGG1 number, and basin when corresponding with or invoicing for your projects along with back-up documentation of cost incurred for the ATM portion of the grants according to the original scope of work. 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 ATM Criteria & Guidelines on our website for the six month progress report and final deliverable requirements in order to avoid a delay in payment. A 60-day advance notice is required in the event you are seeking additional amendments to the term of these agreements. 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 and invoices directly to Craig 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



GRANT AGREEMENT AMENDMENT #2 #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 CTGG1 2015-2938 <i>CMS # 46893 76987</i>
Grantee Lower South Platte Water Conservancy District	Amendment Grant Agreement Number CTGG1 2015-2938 <i>CMS # 96893</i>
Current Grant Agreement Maximum Amount (after amendment approved) Entire Grant Agreement term for all applicable fiscal years: \$119,654	Grant Agreement Performance Beginning Date February 24, 2015 Current (after amendment approved) Grant Agreement Expiration Date March 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 Lower South Platte Water Conservancy District <i>Joe Frank General Manager</i> By: Name & Title of Person Signing for Grantee Date: <i>01/18/2017</i>	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Natural Resources Robert D. Randall, Executive Director <i>Rebecca Mitchell</i> (Signature) By: Rebecca Mitchell, Section Chief Date: <i>1-20-17</i>
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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*
 Maggie VanCleeef, DNR Purchasing Director

Amendment Effective Date: *2/24/2017*

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 **March 1, 2018**, whichever is earlier.

4. **PURPOSE**

The purpose of the grant is for the Lower South Platte Water Cooperative, Operational Development of Alternative Agriculture Water Transfer Methods in the South Platte 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.

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 **March 1, 2018** 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. Amendment 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 **March 1, 2018**. 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 C**.
- 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 **\$119,654** 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:"

\$119,654 in FY2015
\$119,654 in FY2016, minus any funds expended in FY2015
\$119,654 in FY2017, minus any funds expended in FY2016, and FY2015
\$119,654 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.

SCHEDULE C REVISED

LSP Water Cooperative Operational Development of Alternative Agriculture Water Transfer Methods

The approximate schedule for completing the tasks described in the Statement of Work (Exhibit A) is below.

Task	Original Start Date of Project	Finish Date
1	2/25/2015	12/31/2017
2	2/25/2015	12/31/2017
3	2/25/2015	12/31/2017
4	2/25/2015	12/31/2017
5	2/25/2015	12/31/2017
6	2/25/2015	12/31/2017
7	2/25/2015	12/31/2017
8	2/25/2015	12/31/2017
9	3/2/2017	3/1/2018

NTP = Notice to Proceed