




**GRANT AGREEMENT AMENDMENT NO. 2**  
SIGNATURE AND COVER PAGE (THREE SIGNED ORIGINALS REQUIRED)

<b>State Agency: Department of Natural Resources</b> Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Amendment No. 2 Contract Number</b> CMS 96862 CTGG12015-528 (C150551)
<b>Borrower:</b> Huerfano County Water Conservancy District	<b>Original Contract Number</b> CMS 69092 CTGG12015-528 (C150551) <b>Amendment No.1</b> CMS 89976 CTGG12015-528 (C150551)
<b>Current Contract Maximum Amount</b> \$250,000.00	<b>Contract Performance (Project) Beginning Date</b> 06/12/2014
<b>Reason for Modification</b> Change to the location site within the scope of work.	<b>Contract Performance (Project) End Date with Amendment to Extend</b> 06/12/2019

**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.

<p align="center"><b>BORROWER</b> Huerfano County Water Conservancy District</p> <p align="center"> (Signature)</p> <p>Name: <u>Scott King</u></p> <p>Title: <u>President</u></p> <p>Date: <u>1/26/2017</u></p> <p><b>ATTEST:</b>  (Signature)</p> <p>Name: <u>Carol S. Dunn</u></p> <p>Title: <u>Secretary / Treasurer</u></p> <p>Date: <u>1/26/2017</u></p>	<p align="center"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Colorado Department of Natural Resources Colorado Water Conservation Board (CWCB)</p> <p align="center"> (Signature)</p> <p>Name: Kirk Russell, P.E., Section Chief CWCB Finance Section</p> <p>Date: <u>2/9/17</u></p>
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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: Susan Borup, Controller, Department of Natural Resources

Amendment Effective Date: 2/13/2017

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**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.

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

**4. PURPOSE**

The purpose of the Project is to replace deletions from wells in unincorporated communities. The District utilized a Substitute Water Supply Plan and the Regional Rule 14 Replacement Plan to provide augmentation water. The Loan was in response to the urgent need for an augmentation plan.

The Amendment is to change the statement of work to delete the reference to Red Wing and Mapes Well No. 1 sites in the scope of work and change to an alternate "Huerfano Regional Augmentation Facility." The change is due to additional expenses from the landowner. The District has begun due diligence on another site for the augmentation facility.

**5. MODIFICATIONS**

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

- A. Amend Statement of Work, attached to the Original Grant Agreement as Appendix A and incorporated by reference, to delete references to Red Wing and Mapes Well No. 1 sites.
- B. Appendix No. A-1 is attached as revised Statement of Work.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

**Exhibit A-1**  
**Amended**  
**Statement of Work**

**WATER ACTIVITY NAME – Huerfano Regional Augmentation Facility**

**GRANT RECIPIENT – Huerfano County Water Conservancy District (HCWCD)**

**FUNDING SOURCE - WSRA**

**INTRODUCTION AND BACKGROUND**

This project involves the design and construction of an augmentation facility (Facility) for the Huerfano River Regional Augmentation Project. The Project supplies replacement water to out-of-priority water users within the river basin. The Facility will provide upstream storage and release of historical consumptive use water from HCWCD's water right, Priority #7 (William Craig Ditch) as quantified by the Division 2 Water Court's decree in 2013CW3062 (HCWCD Augmentation Decree).

Located adjacent to the Huerfano River and upstream of Gardner, Colorado, the Facility will consist of (1) An intake/outfall structure and pump station, (2) a pipeline carrying diverted water to the storage pond (3) a lined storage pond of up to 48 af capacity, (4) outlet works from the pond into the pipeline delivering releases back to an augmentation station on the river and (5) appropriate measuring devices and telemetry. Water will be diverted from the river under an appropriate right of exchange of the adjudicated historical consumptive use water from Priority #7, stored in the Facility, and discharged as augmentation water, all pursuant to the HCWCD Augmentation Decree.

**OBJECTIVES**

The project objectives are: (1) to divert the Priority #7 wholly consumable water by operation of the exchange, (2) store that water in the lined Facility, and (3) release the water from storage back to the river, together with other augmentation releases, in those amounts necessary to augment out-of-priority depletions by HCWCD's augmentation certificate owners and annual lease holders within the Huerfano River Basin of Huerfano County – all pursuant to the HCWCD Augmentation Decree.

**TASK 1 – Permitting and Design of Augmentation Facility**

**Description of Task**

The first step will be to select a preferred site for construction of the Facility. Two locations have been identified and studied. Both sites are capable of supporting a 25 acre-foot lined augmentation pond with appurtenant structures for diversion and augmentation release. The selected Facility will be the first storage site for HCWCD to be built as part of the HCWCD Augmentation Plan.

This task will include topographic surveying, permeability testing, permitting (§ 404, HB1041, MLRB, *etc.*), design of river intake/outfall, pump station and pipeline, design of dam embankment, reservoir, and reservoir liner, development of a plan for spoil placement, erosion protection, and revegetation.

### Method/Procedure

Land surveying, geological material collection and testing, provision of plans to regulatory agencies, consultations with landowner, preparation of basis of design report, preparation of construction plans and specifications, review of bid documents, awarding of construction contract.

### Deliverable

Basis of design report, final construction plans and specifications, bid documents, and review and acceptance of bid(s) from contractors.

## **TASK 2 – Construction of Augmentation Facility**

### Description of Task

The major construction activities will include: construction of erosion control measures, stripping and stockpiling topsoil, pond excavation, embankment construction, construction of pond liner, restoration of existing eroded area, placement of spoils, topsoil spreading, seeding and mulching, construction of intake/outfall structure, pump station construction, construction of intake/outfall pipeline, and placement of pumps, meters and electrical service. This task also includes engineering services during construction such as pre-construction conference, reviewing contractor submittals (shop drawings), responding to contractor requests for information, periodic site visits during construction, reviewing contractor requests for payment, attending the final inspection, and preparing as-built drawings.

### Method/Procedure

The successful contractor(s) will meet with the Engineer and HCWCD to review all technical, easement, property, safety, and coordination issues. A schedule will be prepared and construction will commence.

### Deliverable

The deliverable will be the Facility as an operational augmentation pond – capable of storing and releasing 24-48 acre-feet of water at peak capacity, together with the stage area capacity survey, operational inlets and outlets to the Facility – capable of measuring and recording diversions into the Facility and releases from the Facility to the Huerfano River, and a revegetated site with access roads and easements in equal or better conditions than at the inception of construction.

## **REPORTING AND FINAL DELIVERABLE**

Reporting: HCWCD shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Deliverable: At completion of the project, HCWCD shall provide the CWCB a final report that summarizes the project and documents how the project was completed. This report may contain photographs, summaries of meetings and engineering reports/designs.

## **BUDGET**

The costs for design and construction of the Facility have been estimated as follows:

Task 1 – Permitting & Design	\$108,000
Task 2 – Construction	\$989,000
Total	\$1,097,000
<b>WSRA Grant Funds</b>	<b>\$250,000</b>
<b>Matching Funds</b>	<b>\$847,000</b>

## **SCHEDULE**

The Project (all tasks) will be complete by June 12, 2019 and no additional time is required. The date remains the same as in amendment CMS Number No. 89976.

## **PAYMENT**

Payment will be made based on actual expenditures and invoicing by the applicant. Invoices from any other entity (i.e. subcontractors) cannot be processed by the State. The request for payment must include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. The last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant must be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.