November 7-9, 2023

WWDC/SWC JOINT MEETING

E-NOTEBOOK

Wyoming Oil & Gas Meeting Room

2211 King Boulevard | Casper, WY 82601

WYOMING WATER DEVELOPMENT COMMISSION

JOINT MEETING: WWDC\SWC
Wyoming Oil & Gas Meeting Room
2211 King Boulevard | Casper, WY 82601
November 7-9, 2023

Livestream is available on the Legislature's website: www.wyoleg.gov.
To provide public comment for this meeting, or to view the Select Water Committee agenda, please visit the Legislature's website.

WORKSHOP MEETING AGENDA: TUESDAY, NOVEMBER 7, 2023 | 1:30 P.M.

1. **Call to Order**
2. **Roll Call**
3. **High Savery Reservoir Lands Grazing**
4. **Critical Aging Irrigation Infrastructure Assessment, Level I Study**
   - Jay Schug and Jill Pehl, Trihydro Corporation, Laramie, WY
5. **State of Wyoming Cloud Seeding Program**
   a) **Seeding Operations Overview**
      - Julie Gondzar, WWDO Program Manager

   b) **Operations Hydrological Assessment, Medicine Bow & Sierra Madre Mountain Ranges, Level II Study**
      - Sarah Tessendorf, National Center for Atmospheric Research (NCAR), Boulder, CO
6. **New Funding Applications and Amendments – Preliminary Review (A)**
7. **Discussion**
8. **Adjourn**

JOINT MEETING AGENDA: WEDNESDAY, NOVEMBER 8, 2023 | 8:30 A.M.

**Action Item*

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Recognition of members present to establish a quorum**

*WWDC **4. Approval of Minutes (B)**
- October 5, 2023: WWDC Regular Meeting

*WWDC **5. Planning Project Amendments (C)**
- Leavitt Reservoir Expansion Final Design, Amendment No. 3

*WWDC/SWC **6. Planning Project Contract Approval (D)**
- Green River\Little Snake River Basins Conveyance Loss, Level I Study

*WWDC **7. 2024 Funding Recommendations – New Development (See Attachment)**
- Account I: Level III, II, I

*WWDC **8. 2024 Funding Recommendations – Dam and Reservoir Program (See Attachment)**
- Account III: Level III

SELECT WATER COMMITTEE MEETING AGENDA: NOVEMBER 8, 2023 | IMMEDIATELY FOLLOWING JOINT MEETING AGENDA

9. Water Exchange and Transfer

10. High Savery Reservoir Grazing Lease

11. Supplemental Water Bill Discussion

12. Adjourn

JOINT MEETING AGENDA: THURSDAY, NOVEMBER 9, 2023 | 8:30 A.M.

*WWDC **13. 2024 Funding Recommendations – Rehabilitation Program (See Attachment)**
- Account II: Level III, I

*WWDC/SWC **14. Construction Manager at Risk Construction Delivery Method (E)**
  - Cory Foreman, HDR, Inc.

- Goshen ID Tunnel Rehabilitation
- LaPrele ID Rehabilitation (LaPrele Dam)

*WWDC **15. Other Items Requiring Commission Action**

16. Discussion

17. Future Meetings Schedule (F)

18. Adjourn

WYOMING WATER DEVELOPMENT COMMISSION

COMMISSIONERS

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David Ray
Administrative/Fiscal Manager

Megan Schoenherr
Business Office Coordinator

Nancy Casner
Office Support Specialist

Jason Mead
Dams & Reservoirs

Shawn Albrandt
High Savery Dam Technician

Cindy Hernandez
Project Manager

STAFF (Continued)

Barry Lawrence
Deputy Director – Planning

Bill Brewer
Deputy Director – Construction

Chace Tavelli
Technical Resource Coordinator

Sol Brich
Project Manager

Keith Clarey
Project Manager

Jeffrey Kaiser
Project Manager

Julie Gondzar
Project Manager

Larry Mallo
Project Manager

Mabel Jones
Project Manager

Ken Mitchell
Project Manager

George Moser
Project Manager

Jennifer Russell
Project Manager

Jodie Pavlica
Project Manager

Wade Verplancke
Project Manager

WYOMING WATER DEVELOPMENT COMMISSION

Select Water Committee

Revised 03/03/2023

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NEW FUNDING APPLICATIONS AND AMENDMENTS -PRELIMINARY REVIEW

2024 Session
WWDC Recommendations
New Development Program - WDA I

Tab	Item	Project Title	Priority	Requested Funding	Recommended Funding	Comments	Fund Balance
							$ 25,961,579
		Level III Projects					
A	1	Big Horn Regional JPB Lucerne Tank and Pump Station 2024	3/4	$ 5,804,500	$ 143,300	50% Grant for Pre-Construction of Lucerne Tank and Pump Station, Do Not Fund the 12" transmission line to the Worland Airport	
B	2	Cloud Seeding: Medicine Bow & Sierra Madre Mountain Ranges 2025 (aerial)	9	$ 825,000	$ 825,000		
C	3	Cloud Seeding: Wind River & Sierra Madre Mountain Ranges 2025 (ground-based)	9	$ 298,651	$ 298,651		
D	4	Skyline ISD Well Connection 2024	2	$ 867,918	$ 448,000	50% Grant	
		Subtotal		$ 7,796,069	$ 1,714,951		**$ 24,246,628**
		Level III Projects - Amendments					
E	5	Arapahoe Water Supply 2016	3	$ -	$ -	Time Extension	
F	6	Buffalo Wells and Transmission 2019	2	$ -	$ -	Time Extension	
G	7	Clearmont Well Connection 2019	2	$ -	$ -	Time Extension	
H	8	Gillette Madison Pipeline	2	$ -	$ -	Time Extension	
I	9	Happy Valley Water Transmission and Storage 2023	3/4	$ 3,000,000	$ -	Do Not Fund	
J	10	Lander Storage Tanks and Pump Station 2019	4	$ -	$ -	Time Extension	
K	11	Lander Well and Transmission Pipeline 2021	2	$ 2,397,930	$ -	Do Not Fund - Request Sponsor's Contingency Funds	
L	12	Laramie North Side Tank	4	$ -	$ -	Time Extension	
M	13	Sheridan Area Water Supply Transmission 2020	3	$ -	$ -	Appropriation Reversion	
Mc	14	Sheridan Northeast Transmission Main Extension 2023	3	$ 2,447,510	$ -	Do Not Fund	
N	15	Small Water Project Program – New Development		$ 1,000,000	$ 1,000,000		
		Subtotal		$ 8,845,440	$ 1,000,000		**$ 23,246,628**
		Level II Projects					
O	16	Burns Groundwater Supply	6	$ 2,010,000	$ -	Do Not Fund	
P	17	Cody Areas Evaluation 2024	6	$ 139,000	$ 139,000		
Q	18	Greybull Water System Improvements	6	$ 160,000	$ 160,000		
R	19	Hot Springs County Supply Evaluation	6	$ 365,000	$ 365,000		
		Subtotal		$ 2,674,000	$ 664,000		**$ 22,582,628**
		Level II Projects - Amendments					
S	20	Pavillion Groundwater Supply	6	$ 429,000	$ 429,000		
		Subtotal		$ 429,000	$ 429,000		**$ 22,153,628**

		Level I Projects					
T	21	Alpine Water Master Plan	8	$ 153,000	$ 153,000		
U	22	Bairoil Water Master Plan	8	$ 147,000	$ 147,000		
V	23	Chugwater Water Master Plan	8	$ 209,000	$ 209,000		
W	24	Douglas Water Master Plan	8	$ 286,000	$ 286,000		
XYZ	25	GR/RS/SC JPWB Regional Water Master Plan	8	$ 432,000	$ 432,000		
A2	26	Hudson Water Master Plan	8	$ 210,000	$ 210,000		
B2	27	Salt River Watershed Study	7	$ 344,000	$ 344,000		
C2	28	Shoshone Municipal Pipeline Regional Water Master Plan	8	$ 216,000	$ 216,000		
D2	29	Sinclair Water Master Plan	8	$ 147,000	$ 147,000		
		Subtotal		$ 2,144,000	$ 2,144,000		**$ 20,009,628**

		General/Other					
E2	30	UW Office of Water Programs		$ 175,000	$ 175,000		
F2	31	UW Water Research Program		TBD	TBD		
G2	32	2024 Account I Transfer		$ 7,000,000	$ 7,000,000		
		Subtotal		$ 7,175,000	$ 7,175,000		**$ 12,834,628**

Total For All WDA I Projects	$ 29,063,509	$ 13,126,951

2024 Session
WWDC Recommendations
Rehabilitation Program - WDA II

Tab	Item	Project Title	Priority	Requested Funding	Recommended Funding	Comments	Fund Balance	Fund Balance W/Transfer
							$ 10,526,014	**$ 17,526,014**
		Level III Projects						
K2	1	Bridger Valley JPB Tank Replacement 2024	4	$ 939,895	$ 728,500	50% Grant[1]		
L2	2	Dayton Water System Rehabilitation 2024	1	$ 778,588	$ 200,000	50% Grant of eligible project costs		
M2	3	Deaver ID Laterals 2024	2	$ 145,985	$ 172,000	100% Materials Only Grant		
Mc2	4	Dry Creek ID Phase V 2024	2	$ 1,005,000	$ 777,000	50% Grant[1]		
N2	5	Hanover ID Bighorn River Flume Replacement 2024	1	$ 2,310,000	$ 1,500,000	50% Grant[1]		
O2	6	Kirby Ditch ID Pipeline Phase II 2024	2	$ 2,418,385	$ 1,882,500	50% Grant[1]		
P2	7	Laramie Dowlin Diversion Rehabilitation 2024	1	$ 1,179,500	$ 1,137,500	50% Grant[1]		
Q2	8	Lovell Bench Lateral 2024	2	$ 1,663,340	$ 1,448,000	100% Materials Only Grant[1]		
R2	9	Ranchester Transmission Line 2024	3	$ 3,174,934	$ 268,600	50% Grant for Pre-Construction		
S2	10	Wheatland Tank Replacement 2024	4	$ 4,199,445	$ 2,685,500	50% Grant for Construction		
		Subtotal		$ 17,815,072	$ 10,799,600		**$ (273,586)**	**$ 6,726,414**
		Level III Projects - Amendments						
T2	11	Austin-Wall Reservoir Rehabilitation 2019	6	$ -	$ -	Time Extension		
U2	12	Eden Valley ID System Improvements 2019	2	$ -	$ -	Time Extension		
V2	13	Interstate Diversion Structure Rehabilitation 2019	1	$ -	$ -	Time Extension		
W2	14	Owl Creek ID System Improvements	1	$ 1,000,000	$ -	Time Extension Only - Request Sponsor's Contingency Funds		
XYZ2	15	Wind River Inter-Tribal Council Rehabilitation 2019	1	$ -	$ -	Time Extension		
		Subtotal		$ 1,000,000	$ -		**$ (273,586)**	**$ 6,726,414**
		Level I Projects						
A3	16	Big Horn Canal ID Master Plan	8	$ 289,000	$ 289,000			
B3	17	Elk Canal Master Plan	8	$ 265,000	$ -	Do Not Fund - Not a Public Entity		
C3	18	Horse Creek Conservation District Master Plan	8	$ 248,000	$ 248,000			
D3	19	Midvale ID Master Plan	8	$ 409,000	$ 409,000			
E3	20	Powder River ID Master Plan	8	$ 176,000	$ 176,000			
F3	21	Strawberry Canal Master Plan	8	$ 235,000	$ -	Do Not Fund - Not a Public Entity		
		Subtotal		$ 1,622,000	$ 1,122,000		**$ (1,395,586)**	**$ 5,604,414**

[1] Contingent on Transfer of $7M from Acct I to Acct II

Total For All WDA II Projects $ 20,437,072 $ 11,921,600

2024 Session
WWDC Recommendations
Dams and Reservoirs Program - WDA III

Tab	Item	Project Title	Priority	Requested Funding	Recommended Funding	Comments	Fund Balance
							$ 61,062,212
		Level III Projects - Amendments					
H2	1	Leavitt Reservoir Expansion	2	$ 11,917,000	$ 10,850,000		
I2	2	Middle Piney Reservoir	1			Time Extension	
		Subtotal		$ 11,917,000	$ 10,850,000		**$ 50,212,212**
		General/Other					
J2	3	Sponsor's Contingency Fund - Account III		$ 10,000,000	$ 10,000,000		
		Subtotal		$ 10,000,000	$ 10,000,000		**$ 40,212,212**
		Total for All WDA III Projects		$ 21,917,000	$ 20,850,000		

APPROVAL OF MINUTES

WYOMING WATER DEVELOPMENT COMMISSION

WWDO REGULAR MEETING:
Water Development Office
6920 Yellowtail Road | Cheyenne, WY
Large Conference Room
Thursday, October 5, 2023

Meeting Minutes

1. Chairman Ron Kailey called the meeting to order at 8:30 a.m.

2. The pledge of allegiance was recited.

3. **Recognition of Members Present to Establish Quorum** – Vice Chairman Liisa Anselmi-Dalton

Commission Attendance:
Ron Kailey, Jr., Chairman
Liisa Anselmi-Dalton, Vice-Chairman
Leonard "Lee" Craig, -Excused
Robert "Bob" Choma
Clinton Glick -Excused
Todd Hoese
Mark Kot
John Lawson -Virtual
Dennis Pince
Larry Suchor

Advisor Attendance:
Abigail Boudewyns, Attorney General's Office

4. **Approval of Minutes (A)**

August 15, 2023 WWDC Worskshop Minutes & August 17, 2023 WWDC/SWC Joint Meeting Minutes:
Commissioner Mark Kot moved approval of the minutes for the August 15, 2023 workshop and August 17, 2023 joint meeting. Commissioner Todd Hoese seconded the motion; motion carried unanimously.

5. **2024 Planning Projects Consultant Selection Approval (B)**

Level I Projects – New Development:
Alpine Water Master Plan
The Selection Committee for the Alpine Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. Sunrise Engineering
2. Forsgren Associates
3. Jorgensen Associates

Commissioner Dennis Pince moved that the Director be instructed to begin contract negotiations with Sunrise Engineering for consulting services on the Alpine Water Master Plan, Level I Project with a recommended appropriation of $153,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Include scope alternate #1 pump testing and analysis of the Mega Well. The cost for this Alternative is $17,290 and is included in the recommended appropriation.

Vice-Chairman Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

Bairoil Water Master Plan, Level I

The Selection Committee for the Bairoil Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. Forsgren Associates
2. Y2 Consultants, LLC
3. James Gores & Associates

Commissioner Mark Kot moved that the Director be instructed to begin contract negotiations with Forsgren Associates for consulting services on the Bairoil Water Master Plan, Level I Project with a recommended appropriation of $147,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Include subsurface investigation at up to 35 sites as scope alternate with the Town of Bairoil performing the backfilling and surface restoration. The budget for this scope alternate shall not exceed $50,000 and is included in the recommended appropriation for the project.

Commissioner Larry Suchor seconded the motion; motion carried unanimously.

Chugwater Water Master Plan, Level I

The Selection Committee for the Chugwater Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. AVI, p.c.
2. Y2 Consultants, LLC

Commissioner Larry Suchor moved that the Director be instructed to begin contract negotiations with AVI, p.c. for consulting services on the Chugwater Water Master Plan, Level I Project with a recommended appropriation of $209,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Accept scope alternate #1 Aerial Imagery at a cost of $2,080.

Commissioner Bob Choma seconded the motion; motion carried unanimously.

Douglas Water Master Plan

The Selection Committee for the Douglas Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. HDR

Chairman Ron Kailey moved that the Director be instructed to begin contract negotiations with HDR for consulting services on the Douglas Water Master Plan, Level I Project with a recommended appropriation of $286,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Accept the scope alternate to add $15,000 to Task 4 (Water Sources) with the condition that it will be included in the final Master Plan report as a separate, stand-alone appendix.
2. Accept the scope alternate to add $10,000 to Task 5 (Inventory, Evaluation, and GIS), but only to be implemented and spent after the initial water loss and leak assessment is completed as stated in the RFP, and upon written authorization from the WWDO.

   The cost for both scope alternates is included in the recommended appropriation.

Commissioner Mark Kot seconded the motion; motion carried unanimously.

GR/RS/SC Regional Water Master Plan

The Selection Committee for the Green River-Rock Springs-Sweetwater County Joint Powers Water Board Regional Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. Sunrise Engineering
2. Forsgren Associates

Vice-Chairman Liisa Anselmi-Dalton moved that the Director be instructed to begin contract negotiations with Sunrise Engineering for consulting services on the Green River-Rock Springs-Sweetwater County Joint Powers Water Board Regional Water Master Plan, Level I Project with a recommended appropriation of $432,000. Commissioner Larry Suchor seconded the motion; motion carried unanimously.

Green River/Little Snake River Basins Conveyance Loss Study

The Selection Committee for the Green River / Little Snake River Basins Conveyance Loss, Level I Project ranked the consulting firms interviewed in the following order:

1. Stantec Consulting Services, Inc.

Commissioner Mark Kot moved that the Director be instructed to begin contract negotiations with Stantec Consulting Services, Inc. for consulting services on the Green River / Little Snake River Basins Conveyance Loss, Level I Project with a recommended appropriation of $499,995.35.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. To accept the scope alternate to expedite the schedule and submit the final deliverables one year earlier, February 1, 2025, than the Request for Proposal required at no additional cost.

Vice-Chairman Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

Hudson Water Master Plan

The Selection Committee for the Hudson Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. HDR
2. Forsgren Associates

Commissioner Dennis Pince moved that the Director be instructed to begin contract negotiations with HDR for consulting services on the Hudson Water Master Plan, Level I Project with a recommended appropriation of $210,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Include Scope Alternate #1 for additional hydraulic model calibration with pressure testing for no additional dollars.

Commissioner Bob Choma seconded the motion; motion carried unanimously.

Salt River Watershed Study

The Selection Committee for the Salt River Watershed Study, Level I Project ranked the consulting firms interviewed in the following order:

1. Y2 Consultants, LLC

Vice-Chairman Liisa Anselmi-Dalton moved that the Director be instructed to begin contract negotiations with Y2 Consultants, LLC for consulting services on the Salt River Watershed Study, Level I Project with a recommended appropriation of $344,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Include Scope Alternative to develop a user-friendly GIS platform for the sponsor. Any costs associated with licensing will be the responsibility of the sponsor. The cost for the Alternative is $16,100 and is included in the recommended appropriation.

Commissioner Bob Choma seconded the motion, motion carried unanimously.

Shoshone Municipal Pipeline Regional Water Master Plan

The Selection Committee for the Shoshone Municipal Pipeline Regional Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. DOWL
2. Engineering Associates

Commissioner Bob Choma moved that the Director be instructed to begin contract negotiations with DOWL for consulting services on the Shoshone Municipal Pipeline Regional Water Master Plan, Level I Project with a recommended appropriation of $216,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. A scope alternate to publish GIS data by ESRI Online for no additional cost.
2. A scope alternate to perform a hydraulic model transient analysis for no additional cost.

3. A scope alternate to perform hydraulic model flow testing and calibration for no additional cost.

Commissioner Larry Suchor seconded the motion; motion carried unanimously.

Level II Projects – New Development

Burns Groundwater Supply

The Selection Committee for the Burns Groundwater Supply, Level II Project ranked the consulting firms interviewed in the following order:

1. Forsgren Associates
2. Engineering Associates
3. Trihydro Corporation

Commissioner Todd Hoese moved that the Director be instructed to begin contract negotiations with Forsgren Associates for consulting services on the Burns Groundwater Supply, Level II Project with a recommended appropriation of $2,010,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Amend the Phase I, Task 7 budget to $1,600,000.

Commissioner Dennis Pince seconded the motion; motion carried unanimously.

Cody Area Evaluations 2024

The Selection Committee for the Cody Area Evaluations 2024, Level II Project ranked the consulting firms interviewed in the following order:

1. Engineering Associates

Vice-Chairman Liisa Anselmi-Dalton moved that the Director be instructed to begin contract negotiations with Engineering Associates for consulting services on the Cody Area Evaluations 2024, Level II Project with a recommended appropriation of $139,000. Commissioner Mark Kot seconded the motion; motion carried unanimously.

Greybull Water System Improvements

The Selection Committee for the Greybull Water System Improvements, Level II Project ranked the consulting firms interviewed in the following order:

1. DOWL
2. James Gores & Associates

Chairman Ron Kailey moved that the Director be instructed to begin contract negotiations with DOWL for consulting services on the Greybull Water Systems Improvements, Level II Project with a recommended appropriation of $160,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Scope alterations to include a comprehensive geodatabase and utilizing ArcGIS Online for no additional fee.

Commissioner Bob Choma seconded the motion; motion carried unanimously.

Hot Springs County Supply Evaluation

The Selection Committee for the Hot Springs County Supply Evaluation, Level II Project ranked the consulting firms interviewed in the following order:

1. DOWL
2. Engineering Associates

Chairman Ron Kailey moved that the Director be instructed to begin contract negotiations with DOWL for consulting services on the Hot Springs County Supply Evaluation, Level II Project with a recommended appropriation of $365,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. A scope alternate for creating a project information website and ArcGIS Storymap for no additional cost.
2. A scope alternate to publish GIS data by ESRI Online for no additional cost.
3. A scope alternate for a dynamic financial model for no additional cost.

Commissioner Todd Hoese seconded the motion; motion carried unanimously.

Level I Projects – Rehabilitation

Big Horn Canal ID Master Plan

The Selection Committee for the Big Horn Canal Irrigation District Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. WWC Engineering
2. Sage Civil Engineering

Commissioner Dennis Pince moved that the Director be instructed to begin contract negotiations with WWC Engineering for consulting services on the Big Horn Canal

Irrigation District Master Plan, Level I Project with a recommended appropriation of $289,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Include Scope Alternative to develop a user-friendly GIS platform for the sponsor. The cost for the Alternative is $10,000 and is included in the recommended appropriation.

Vice-Chairman Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

Elk Canal Master Plan

The Selection Committee for the Elk Canal Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. J-U-B Engineers, Inc.

Commissioner Todd Hoese moved that the Director be instructed to begin contract negotiations with J-U-B Engineers, Inc. for consulting services on the Elk Canal Master Plan, Level I Project with a recommended appropriation of $265,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Negotiate with the consultant to eliminate some of their scoped work to decrease the bid amount to $265,000.

Commissioner Bob Choma seconded the motion; motion carried unanimously.

Horse Creek Conservation District Master Plan

The Selection Committee for the Horse Creek Conservation District Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. AVI, p.c.
2. WWC Engineering
3. Western Heritage

Commissioner Bob Choma moved that the Director be instructed to begin contract negotiations with AVI, p.c. for consulting services on the Horse Creek Conservation District Master Plan, Level I Project with a recommended appropriation of $248,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Negotiate to include the quantitative seepage loss analysis with the scope for no additional dollars.

Commissioner Todd Hoese seconded the motion; motion carried unanimously.

Midvale ID Master Plan
The Selection Committee for the Midvale Irrigation District Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. Trihydro Corporation
2. Western Heritage

Commissioner Dennis Pince moved that the Director be instructed to begin contract negotiations with Trihydro Corporation for consulting services on the Midvale Irrigation District Master Plan, Level I Project with a recommended appropriation of $409,000. Commissioner Larry Suchor seconded the motion; motion carried unanimously.

Powder River ID Master Plan
The Selection Committee for the Powder River Irrigation District Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. WWC Engineering
2. Western Heritage

Commissioner Larry Suchor moved that the Director be instructed to begin contract negotiations with WWC Engineering for consulting services on the Powder River Irrigation District Master Plan, Level I Project with a recommended appropriation of $176,000. Commissioner Mark Kot seconded the motion; motion carried unanimously.

Strawberry Canal ID Master Plan
The Selection Committee for the Strawberry Canal Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. Forsgren Associates
2. Sunrise Engineering
3. JUB Engineers, Inc

Commissioner Bob Choma moved that the Director be instructed to begin contract negotiations with Forsgren Associates for consulting services on the Strawberry Canal Master Plan, Level I Project with a recommended appropriation of $235,000.

Further, the Selection Committee offered the following suggestions to the Director during contract negotiations:

1. Include Alternative 1 proposed by the consultant to gather pipeline condition information using a camera to determine options for rehabilitation vs replacement. The cost for this Alternative is $12,360 and is included in the recommended appropriation.

Vice-Chairman Lissa Anselmi-Dalton seconded the motion; motion carried unanimously.

6. Planning Closeout Memos (C)

- *Dowlin Diversion Rehabilitation, Level II Study*

Project Manager Mabel Jones reviewed the Dowlin Diversion Rehabilitation, Level II Study closeout memo. A brief discussion ensued in regards to the funding partners mentioned in the closeout memo.

Vice-Chairman Lissa Anselmi-Dalton moved to accept the Dowlin Diversion Rehabilitation, Level II Study project report as being complete and further, made the following findings relative to this project:

1. That the Commission recommended proceeding to Level III of project development upon the submittal of an appropriate funding application by the sponsor.
2. Based on the findings in the final report, the project is determined to be in the public interest.
3. The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.

Commissioner Bob Choma seconded the motion; motion carried unanimously.

- *Lander Water Master Plan, Level I Study*

Project Manager Mabel Jones presented the closeout memo for the Lander Water Master Plan. A brief discussion ensued in regards to tribal water systems in the area and associated challenges and opportunities.

Commissioner Mark Kot made a motion to accept the Lander Water Master Plan, Level I Study project report as being complete and further, made the following findings relative to this project:

1. That the Commission recommended proceeding to the next Level of project development upon the submittal of an appropriate funding application by the sponsor.

Commissioner Larry Suchor seconded the motion; motion carried unanimously.

- *Little Snake River Valley Water Supply, Phase II, Level II Study*
  The closeout memo for the Little Snake River Valley Water Supply Project was presented by Project Manager Chace Tavelli. A brief discussion ensued concerning the existing water supply and water quality conditions in the Valley and overall need for the project in light of the project findings and cost estimates.

  A motion was made by Commissioner Mark Kot to move acceptance of the Little Snake River Valley Water Supply Phase II, Level II project as being complete and further, made the following findings relative to this project:

  1. That the Commission recommended proceeding to the next Level of project development upon the submittal of an appropriate funding application by an eligible sponsor.
  2. Based on the findings in the final report, the project is determined to be in the public interest.
  3. The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.

  The motion was seconded by Commissioner Bob Choma and carried unanimously.

- *Rock Creek & Trail Ridge Creek Instream Flows 2020, Level I Study*
  The closeout memo for the Rock Creek & Trail Ridge Creek Instream Flows study was presented by Project Manager Chace Tavelli. Chace explained that he did not work as the project manager for majority of this study, but took it over when former Project Manager Jay Smith left the WWDO.

  A motion was made by Vice-Chairman Liisa Anselmi-Dalton to move acceptance of the Rock Creek and Trail Ridge Creek Instream Flows 2020, Level I Study project report as being complete. Commissioner Todd Hoese seconded the motion; motion carried unanimously.

- *Upton Water Master Plan, Level I Study*
  Project Manager Keith Clary presented the closeout memo for the Upton Water Master Plan. A brief discussion ensued.

  A motion was made by Todd Hoese to move acceptance of the Upton Water Master Plan, Level I Study project report as being complete and further, made the following findings relative to the project:

  1. That the Commission recommended proceeding to the next Level of project development upon the submittal of an appropriate funding application by the sponsor.

  Commissioner Bob Choma seconded the motion; motion carried unanimously.

- *West Afton/Nield String Master Plan, Level I Study*
  Project manager Mabel Jones briefly reviewed the closeout memo for the West Afton/Nield String Master Plan project. Mabel Jones noted that during the study the West Afton Sprinkler Company reorganized as the West Afton Irrigation District. A brief discussion ensued. Jason Linford with Sunrise Engineering provided additional information regarding the two entities.

  A motion was made by Bob Choma to move acceptance of the West Afton/Nield String Master Plan, Level I Study as being complete and further, made the following findings relative to the project:

  1. That the Commission recommended proceeding to the next Level of project development upon the submittal of an appropriate funding application by an eligible sponsor.

  Commissioner Todd Hoese seconded the motion; motion carried unanimously.

- *Wheatland Water Master Plan, Level I Study*
  The closeout memo for the Wheatland Water Master Plan was presented by Project Manager Keith Clarey.

  A motion was made by Vice Chairman Liisa Anselmi-Dalton to move acceptance of the Wheatland Water Master Plan, Level I Study project report as being complete and further, made the following findings relative to this project:

  1. That the Commissioner recommended proceeding to the next Level of project development upon the submittal of an appropriate funding application by the sponsor.

  Commissioner Larry Suchor seconded the motion; motion carried unanimously.

7. Groundwater Exploration Grant Contract Amendments (D)

Happy Valley Water and Improvement District, Amendment One
Project Manager George Moser provided an overview of the Groundwater Exploration Grant for Happy Valley Water and Improvement District. This amendment is a time extension only, extending the deadline for project completion to October 31, 2025. Mark Erickson, the sponsor for this project joined the meeting via Zoom to show his support for the time extension amendment.

Vice-Chairman Liisa Anselmi-Dalton moved to approve the First Amendment to the Happy Valley Groundwater Exploration Grant Contract. Commissioner Bob Choma seconded the motion; motion carried unanimously.

Skyline Ranch Improvement & Service District, Amendment One

Project Manager George Moser provided an overview of the Groundwater Exploration Grant for Skyline Ranch Improvement & Service District. This amendment is a time extension only, extending the deadline for project completion to June 30, 2024.

A motion was made by Commissioner Bob Choma to move to approve the First Amendment to the Skyline Ranch Groundwater Exploration Grant Contract. Commissioner Todd Hoese seconded the motion; motion carried unanimously.

8. Construction Closeout Memos (E)

Dry Creek ID Transmission Pipeline Replacement 2020

Bill Brewer, Deputy Director of Construction provided information regarding the Dry Creek ID Transmission Pipeline replacement closeout memo.

9. Project Updates

- *Big Sandy Reservoir Enlargement*

  Director Mead provided a presentation update on the Big Sandy Reservoir Enlargement Construction Project which started in the Spring of 2022 and is now substantially complete. This Project was funded with Colorado River Basin MOA funds, not WWDC funding. A brief discussion ensued.

10. Discussion

- *Future Discussion at November Meeting- High Savery Lands Grazing*

  Director Mead referred to the SWC/Joint Agriculture, State and Public Lands & Water Resources meetings that took place in September in Pinedale where Senator Hicks announced an item for further discussion at the November WWDC/SWC Meeting. Adjacent landowners are interested in potentially grazing lands that are owned by the WWDC for the operation of High Savery Reservoir and the mitigation that was required in the original permitting of the Project. Additional information will be provided at the November Meeting.

11. Future Meetings Schedule

Director Mead discussed the dates of November 7, 2023 through November 9, 2023 for the next Joint Water Development Commission/Select Water Committee Workshop and Meeting, scheduled to take place at the Wyoming Oil and Gas Conservation Commission building in Casper, WY.

12. Adjourn

Commissioner Todd Hoese motioned to adjourn the meeting for the Water Development Commission at 10:29 a.m., Commissioner Bob Choma seconded the motion; motion carried unanimously.

Respectfully submitted,

Lee Craig, Secretary

PLANNING PROJECT AMENDMENTS

THE STATE OF WYOMING
Water Development Office
6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002

MEMORANDUM

DATE: October 24, 2023

TO: Wyoming Water Development Commission

FROM: Cindy Hernandez, Project Manager

SUBJECT: Contract Amendment Three to Leavitt Reservoir Expansion Final Design

This memo is to serve as an explanation for Amendment Three to the Leavitt Reservoir Expansion Final Design Contract. The purpose of the Amendment is to extend the current contract expiration date with RJH Consultants, Inc. for three years, from December 31, 2023 to December 31, 2026. The contract amount is not changed.

As the WWDC is aware, construction of the Leavitt Reservoir Expansion was originally bid in spring of 2022. One bid was received and rejected due to cost and the insufficient Project appropriation. Additional funding was received for the Project during the 2023 Legislature. The Project was also re-bid in 2023. Construction has begun and is currently expected to take two years, with the first fill anticipated for spring of 2026. Within the Consultant's original design contract, an Emergency Action Plan (EAP) is to be prepared. The EAP is anticipated to be prepared as construction of the Leavitt Reservoir Expansion nears completion, to reflect as-built conditions. Furthermore, the EAP will be tested with a tabletop exercise to run through emergency protocols prior to the first fill.

The current Contract expires on December 31, 2023. This time extension is necessary to accommodate completion of the EAP near the end of construction.

AMENDMENT THREE TO
CONSULTANT CONTRACT FOR SERVICES NO. 05SC0297091
LEAVITT RESERVOIR EXPANSION FINAL DESIGN
BETWEEN
WYOMING WATER DEVELOPMENT COMMISSION
AND
RJH CONSULTANTS, INC.

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and RJH Consultants, Inc. [Consultant], whose address is: 9800 Mt. Pyramid Court, Suite 330, Englewood, CO 80112.

2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Contract between the Commission and the Consultant. The purpose of this Amendment is to extend the term of the Contract through December 31, 2026 in order to complete the technical and professional services scope of work, as it relates to the construction of the Leavitt Reservoir Expansion.

The original Contract, dated September 6, 2017, required the Consultant to render certain technical or professional services for the final design of the Leavitt Reservoir Expansion for a total Contract amount of two million seven hundred seventy-six thousand eight hundred dollars ($2,776,800.00) with an expiration date of December 31, 2023.

Amendment One, dated March 25, 2019, modified the Additional Geotechnical Analysis task and added a discretionary task to assist the Commission in addressing unforeseen changes in scope during the completion of final design, increasing the total Contract dollar amount by one hundred seventy-seven thousand nine hundred seventy-seven dollars and forty-five cents ($177,977.45) to two million nine hundred fifty-four thousand seven hundred seventy-seven dollars and forty-five cents ($2,954,777.45). The Amendment also replaced Attachment A with a new Attachment A2.

Amendment Two, dated April 12, 2021, amended the Contract to increase the total Contract dollar amount by two hundred thousand dollars ($200,000) to three million one hundred fifty-four thousand seven hundred seventy-seven dollars and forty-five cents ($3,154,777.45).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

4. Amendments.

A. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of this Contract is from the Effective Date through December 31, 2026"

5. Amended Responsibilities of the Consultant.

Responsibilities of the Consultant have not changed.

6. Amended Responsibilities of the Commission.

Responsibilities of the Commission have not changed.

7. Special Provisions.

A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Commission and the Consultant, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Consultant of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. General Provisions.

A. Entirety of Contract. The Original Contract, consisting of thirteen (13) pages; Attachment A, Scope of Services, consisting of seventeen (17) pages; Attachment B, consisting of one (1) page, and Attachment C, consisting of five (5) pages; Amendment One, consisting of four (4) pages, and Attachment A2, consisting of four (4) pages; Amendment Two, consisting of four (4) pages; and this Amendment Three, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

_____ _____

Ronald E. Kailey, Jr. Date
Chairman

_____ _____

Lee Craig Date
Secretary

RJH CONSULTANTS, INC.

_____ _____

Robert J. Huzjak, P.E., President Date
Employer Identification Number: 20-3590903

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____

Megan Pope, Senior Assistant Attorney General Date

PLANNING PROJECT CONTRACT APPROVAL

GREEN RIVER/LITTLE SNAKE RIVER BASINS CONVEYANCE LOSS
LEVEL I STUDY
CONSULTANT CONTRACT FOR SERVICES NO. _____

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission (Commission), 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and Stantec Consulting Services Inc. (Consultant), 7000 Yellowtail Road, Suite 230, Cheyenne, WY 82009-6110.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2025. All services shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Commission.

4. **Payment.**

A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed four hundred ninety-nine thousand, nine hundred ninety-five dollars and thirty-five cents ($499,995.35).

B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

Task	Estimated Cost
1. Information Review	$ 9,926.70
2. Meetings	$ 41,216.55
3. Site Determination	$ 35,559.10
4. Conveyance Loss Measurements	$266,402.60
5. Regional Tool and Procedures Development	$ 69,186.60
6. Recommendations	$ 4,298.70
7. Discretionary Task	$ 20,000.00
8. Draft Report	$ 30,591.60
9. Report Presentations	$ 2,150.00
10. Final Report and Deliverables	$ 20,663.50
TOTAL PROJECT COST	**$499,995.35**

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the Commission. The Contract total amount is controlling. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the state or the Commission may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report and shall be made on forms approved in advance by the Commission. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

C. **Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.

D. **Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.

E. **Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.

B. Personnel. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

(i) Approval Required for Subcontracts. Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.

(ii) Billings for Subcontractors. Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.

(iii) Copies of Subcontracts. The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

D. Requests from the Commission. The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.

E. **Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.

F. **Draft of Final Report**. The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.

G. **Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.

H. **Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. **<u>Responsibilities of the Commission.</u>**

A. **Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Consultant's services to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.

B. **Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and

the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.

C. **Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.

D. **Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. **Special Provisions.**

A. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

B. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.

C. **Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.

D. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.

D. **Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.

E. **Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.**

(i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.

(ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

G. Certificate of Good Standing. The Consultant shall provide to the Commission a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Consultant is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. The Consultant shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

H. Compliance with Laws. The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Commission for its release. If and when the Consultant receives a request for information subject to this Contract, the Consultant shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Commission.

J. Conflicts of Interest

(i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards,

commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

K. **Entirety of Contract**. This Contract, consisting of fourteen (14) pages; Attachment A, consisting of eleven (11) pages; and Attachment B, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

L. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.

M. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

N. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.

O. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its

agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.

P. **Nondiscrimination**. The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Q. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, e-mail, or delivery in person at the addresses provided under this Contract. Notice provided by e-mail shall be delivered as follows:

Commission/Office: Chace Tavelli, chace.tavelli@wyo.gov, 307-777-7626.
Consultant: Dylan Wade, dylan.wade@stantec.com, 307-316-3573.

R. **Notice of Sale or Transfer.** The Consultant shall provide the Commission with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Commission determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then the Commission may, at its discretion, terminate or renegotiate the Contract.

S. **Ownership and Return of Documents and Information.** The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information.

Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.

T. Patent or Copyright Protection. The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

U. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

V. Insurance Requirements.

(i) During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

(ii) All policies shall be primary over any insurance or self-insurance program carried by the Consultant or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission may deem

proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.

(vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

(vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. Insurance Coverage. The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State. The Consultant shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

(i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

(a) $1,000,000.00 each occurrence;
(b) $1,000,000.00 personal injury and advertising injury;
(c) $2,000,000.00 general aggregate; and
(d) $2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Consultant's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Consultant shall provide the Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage

is required by law. If workers' compensation coverage is obtained by Consultant through the Wyoming Department of Workforce Services' workers' compensation program, Consultant shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

(a) Bodily Injury by Accident: $1,000,000.00 each accident;
(b) Bodily Injury by Disease: $1,000,000.00 each employee; and
(c) Bodily Injury by Disease: $1,000,000.00 policy limit.

(iii) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of $1,000,000.00 each accident combined single limit.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

X. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

Y. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not

be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

Z. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

AA. **Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.

BB. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

CC. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

DD. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

EE. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

FF. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Consultant of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION:

_____ _____
Ronald E. Kailey, Jr., Chairman Date

_____ _____
Lee Craig, Secretary Date

STANTEC CONSULTING SERVICES INC.:

_____ _____
Dylan Wade, Senior Associate Date
Employer ID #11-2167170

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Megan Pope Date
Senior Assistant Attorney General

ATTACHMENT A
SCOPE OF SERVICES

A. AUTHORIZATION

The Wyoming Legislature has authorized the Commission to conduct the study described herein. The Consultant will complete the tasks and requirements outlined in Section D, Scope of Services, in this Attachment. The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional work phases beyond the following scope of services.

B. PROJECT DESCRIPTION

1. Location: Green River and Little Snake River Basins, Upper Colorado River Basin within the State of Wyoming.

2. Purpose: The purpose of this study is to quantify the conveyance loss associated with irrigation canals within the Upper Colorado River Basin within the State of Wyoming, namely the Green River and Little Snake River Basins. This study will also compile means and methods for calculating consumptive use of vegetation along canal banks and the evaporation associated with irrigation canal conveyance throughout both basins.

   The study will primarily involve field measurements at multiple sites within the basins to develop regional loss estimates that can be applied to canals throughout the basins. It is anticipated the calculation of consumptive use of vegetation along canals, and evaporation associated with irrigation canal conveyance, will be a desktop exercise. The information obtained through this study will assist in developing and implementing water-conservation programs and projects, informing consumptive-use determinations, and assisting the State of Wyoming with Colorado River Compact compliance**.**

3. History: The Green River is approximately 730 miles long and runs through Wyoming, Utah, and a small portion of Colorado. The Little Snake River is approximately 155 miles long and runs through the states of Wyoming and Colorado. Both of these rivers are tributaries to the Colorado River. There are many previous studies quantifying individual losses or characteristics, but no previous study has provided a basin wide approach to conveyance losses.

   Additional information may be found at the Water Resources Data System, located at the University of Wyoming.

C. PROJECT REQUIREMENTS:

1. Monthly Progress Reports and Billing Statements

The Consultant shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month.

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

2. Computer Models, Geographic Information System (GIS), Statement of Assumptions, Project Work File

a. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. User manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the final report, which contains the information generated by the programs.

b. If the Consultant develops, collects, and/or uses GIS data as a part of this project, the Consultant shall do so in accordance with the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at:

https://water.geospatialhub.org/pages/wwdc-gis-standards. A webinar on required GIS Standards, hosted by WWDC and WRDS, will be available following consultant selection and is strongly recommended.

The Consultant shall adhere to the following GIS standards:

(i) FEATURE MAPPING. The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from:

http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4 prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project

and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. In certain circumstances, the consultant may need to provide a second set of core data in a format for the benefit of the project sponsor. This would occur when a project sponsor already has GIS data in a format that differs from the Commission format, or when an alternative format would provide more benefit to the sponsor than the Commission format (e.g., a different coordinate system, or database structure). In these situations, the consultant will provide core GIS data using the Geodatabase template, and a second core GIS dataset in the format that meets the needs of the project sponsor. Auxiliary data sets include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.

(ii) FORMATS and STANDARDS. Metadata are required for each included feature class and table (including those obtained from another source) and for each newly created feature. Metadata shall be completed in accordance with the GIS Standards Technical Memorandum. A detailed example for feature class metadata is provided in the GIS Standards Technical Memorandum and included in the Geodatabase Templates. This includes required information and default language, where appropriate, for each of the five metadata sections. Feature-level metadata requirements are also described in the Memorandum. Codes or values created for attribute fields, which are not already included as part of the core data templates, shall be defined in the metadata. GIS data shall be saved in a Decimal Degree Coordinate system with a NAD83 datum, specifically "GCS_North_American_1983," as indicated in the GIS Standards Technical Memorandum. In addition to the Project geodatabase(s) and map file(s), GIS deliverables may also include linked nonspatial data/databases (.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Core data shall be delivered within the Geodatabase Template. Auxiliary data can be provided as .shp files and metadata are required.

(iii) MAPS. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps found in the final project report. The GIS project files should be provided as ESRI ArcGIS .mxd, or .aprx files saved with relative path names to data sources.

c. To facilitate the Commission's accurate evaluation of the Consultant's work product, computations, conclusions and recommendations, the Consultant shall:

(i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.

(ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.

(iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

The Consultant shall use the following guidelines in calculating Level III cost estimates.

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS	
Itemized Cost of Each Project Component	$_____
	$_____
	$_____
Cost of Project Components TOTAL	$_____ (subtotal #1)
Construction Engineering Cost (subtotal #1 x 10%)	$_____
Components + Construction Engineering Costs	$_____ (subtotal #2)
Contingency (subtotal #2 x 15%)	$_____
Construction Cost Total (subtotal #2 + Contingency)	$_____ (subtotal #3)
PRE-CONSTRUCTION COSTS	
Preparation of Final Designs & Specifications (subtotal #1 x 10%)	$_____
Site Access Permit Fees (BOR, USFS, etc.)	$_____
Title Opinion	$_____
Acquisition of Access and Rights of Way	$_____
Pre-construction Costs Total	$_____ (subtotal #4)

TOTAL WWDC ELIGIBLE PROJECT COST

Total WWDC Eligible Project Cost (subtotal #3 + subtotal #4) $_____ (subtotal #5)

WWDC INELIGIBLE PROJECT COSTS

Itemized Costs of Ineligible Project Components	$_____
	$_____
	$_____
	$_____
Additional Cost for Construction Engineering	$_____
Additional Cost for Preparation of Final Designs & Specifications	$_____
Total WWDC Ineligible Project Costs Total	$_____ (subtotal #6)

TOTAL PROJECT COST

Total Project Cost (subtotal #5 + subtotal #6) $_____

MATERIALS ONLY TOTAL

Materials Only Total Project Cost (Subtotal #1) $_____

Note: Any inflation costs, as determined by the Office project manager, will be applied to the Total Project Cost during the recommendation work.

4. Final Report

The Consultant shall use the Contract Scope of Services as the outline for draft and final reports so that Consultant compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed in the State of Wyoming. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Wyoming. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by both a Professional Engineer and a Professional Geologist licensed in the State of Wyoming.

5. Final Report - Digital Format

In addition to the paper submittal described in Section C.4 above, the Consultant shall also provide the final documents and related materials in a digital format. This digital report shall be contained on USB drive(s), or other media as approved by the Office project manager, and shall be in Searchable Image Adobe Acrobat format (pdf).

6. Anticipated Project Funding Assistance

The Consultant shall clearly identify project components eligible for Commission funding, both in cost estimates and in project mapping. The Consultant shall verify project component funding eligibility with the Office project manager prior to commencing any economic analysis. The Consultant shall assume that projects will be funded with a 67% grant. The remaining 33% shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the WWDC (for agricultural projects). All ineligible costs are to be accounted for at 100% sponsor responsibility. The Commission loan will be financed at a minimum interest rate of four percent (4%) with a term to be specified by the Office project manager. However, in addition, the Consultant shall identify opportunities to maximize outside funding sources so as to reduce the need for WWDC grant funds and decrease the Sponsor's out of pocket expenses. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

If required in the Contract Scope of Services, the Consultant shall provide the information necessary to complete applications to RUS, the Office of State Lands and Investments, U.S. Bureau of Reclamation, and any other identified funding sources.

7. Project Access

The Consultant shall be responsible for obtaining access as required for project tasks.

8. Stand-By Time

The Commission will not reimburse the Consultant for stand-by time charges for the Consultant's supervisory personnel.

9. Well Permitting

All wells developed under this program shall list the State of Wyoming, Water Development Office as the permittee. The Consultant shall be responsible for obtaining the permit.

10. Verification Log

After all casing has been installed in the well, the Commission may require that a geophysical log be performed on the well to verify casing placement. A copy of this log shall be included in the final report.

D. SCOPE OF SERVICES

Task 1. Information Review

The Consultant shall gather and review relevant information pertaining to conveyance losses, evaporation, and consumptive use in irrigation canals within the Green River and Little Snake River Basins within the State of Wyoming. Studies or research performed on these river basins or in other basins inside or outside of the State of Wyoming shall also be reviewed if they are deemed relevant to this study. This includes information available through the Office, Water Resources Data System, Wyoming State Engineer's Office (SEO), Wyoming Department of Environmental Quality Water Quality Division, U.S. Bureau of Reclamation, Natural Resources Conservation Service, and any other sources as appropriate.

The Consultant shall provide a summary of existing information in the final report and, where applicable, include the document title, year written, author, date completed, synopsis, and study's recommendations. The Consultant shall provide a digital library that contains individual pdfs of each study reviewed in this task to the Office project manager.

Task 2. Meetings

Two scoping meetings shall be held early in the project schedule, one in each of the project basins (Green River and Little Snake River Basins), to obtain input from and provide information to all affected parties. The Consultant shall prepare all presentation material, including maps and other visual aids as necessary, to explain the project. The scoping meeting location and time shall be coordinated with the Office project manager and should be held after the Consultant has reviewed all background information as described in Task 1.

The Consultant should assume a minimum of two additional public project meetings to facilitate project coordination and to keep all affected parties informed of progress. Furthermore, several informal meetings with the Office project manager, SEO, and landowners will be necessary during the course of the study.

The Consultant shall be prepared to conduct meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting meetings in coordination with the Office project manager. The Consultant shall prepare all notices, materials, and meeting minutes, as applicable.

Task 3. Site Determination

The Consultant shall identify a sufficient number of measurement sites within the Green River and Little Snake River Basins for the purposes of evaluating conveyance losses and the development of a regional tool to estimate conveyance loss. These sites may be

identified based on geology, soil type, system size, the ability to represent a larger geographic region, likelihood of gaining access, and any other relevant characteristics as approved by the Office project manager. This Task shall be completed in coordination with the Office project manager and the SEO, as will obtaining authorization to access the identified sites. Site access and permitting fees are not included as part of this task.

Task 4. Conveyance Loss Measurements

The Consultant shall determine a sufficient number of measurements, timing of measurements, and means and methods to quantify the conveyance loss for each of the sites identified in Task 3. The methodology ultimately selected must be fully described in the final written report with all supporting data. The Consultant shall then perform measurements at each site and in doing so, adhere to the prescribed practices and limitations defined by the methodologies selected.

The Consultant is responsible for supplying and deploying the equipment required for the completion of this task. Up to 20 project flume or weir discharge measurement devices with water level sensors and data collectors will be installed and maintained. Up to 20 water level sensors and data collectors are planned to be installed and monitored at existing discharge measurement devices. At least one of the reach discharge measurement points will utilize an existing measurement device. Up to 20 reaches will have beginning and ending discharge measured.

Task 5. Regional Tool and Procedures Development

The Consultant shall develop a tool to characterize and quantify conveyance losses for the broad representation of irrigation canals throughout the Green River and Little Snake River Basins. This tool should incorporate measurements from Task 4. The Consultant, in coordination with the Office project manager and the SEO, will develop methodology and guidance for the use of this tool. Within the guidance provided, the tool shall be applied to the measurement sites chosen to provide examples of the tool's use.

The Consultant shall develop procedures to calculate the consumptive use of vegetation along canals. The Consultant shall also develop procedures to calculate evaporation associated with irrigation canal conveyance. The consumptive use and evaporation calculations will be a desktop analyses and no field measurements of evaporation or consumptive use will be collected. No monitoring wells will be installed.

Task 6. Recommendations

The Consultant shall develop recommendations relating to the improvement of conveyance loss measurements and conveyance loss determination, as identified during the study. If necessary, the Consultant shall also provide recommendations for the advancement of procedures to determine consumptive use of vegetation along canals and evaporation

within canals. These recommendations may identify additional opportunities for refinement and areas of further study. The Consultant will provide cost estimates and possible funding opportunities for additional research. This information shall be included in the draft and final reports for the project.

Task 7. Discretionary Task

The Consultant shall place $20,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be accomplished under this task and the cost of the work. No work will be initiated, or funds spent for this task, without direct approval from the Office project manager.

Task 8. Draft Report

The Consultant shall submit to the Office project manager five (5) hard copies of a draft report describing the results of all work completed in this study, no later than November 1, 2024. Five (5) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) USB drive copies of the draft GIS which comply with the standards specified in Attachment "B", Section C Project Requirements, item #2 as possible. The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each USB drive shall be conspicuously labeled.

Task 9. Report Presentations

Following the review of the draft report, the Consultant shall present the findings of the study in either Casper or Cheyenne to the Commission. This presentation is independent of the meetings included under Task 2. Information and materials to be presented at the Commission meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data.

The Consultant shall coordinate with the Office project manager in planning for the presentation to ensure adherence to established policies and guidelines.

Task 10. Final Report and Deliverables

After incorporation of one consolidated set of review comments from the Office's review of the draft report, the Consultant shall submit one (1) final report and one (1) executive

summary in hard copy along with one (1) USB drive containing the final report and executive summary in a text-recognized Adobe Acrobat (pdf) format to the Office project manager 1 to 2 weeks prior to the final deadline for final comparison purposes. The pdf version shall be completely assembled into one stand-alone file and shall be exactly the same version as the hard copies. Any discrepancies discovered by the Office project manager between the hard copy and electronic copy during this final comparison are the responsibility of the Consultant to correct.

Upon completion of the final quality assurance process by the Office project manager, the Consultant shall submit all final documents and materials, to the Office project manager on or before February 1, 2025. These final documents and materials, shall include: 1) Twelve (12) hard copies of the final report, and 2) Twelve (12) hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

Four (4) USB drive copies containing the final report, and executive summary in a text-recognized Adobe Acrobat (pdf) format will be provided. The pdf version will be completely assembled into one stand-alone file and shall be exactly the same version as the hard copy. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

Two (2) USB drive copies containing the final report and executive summary in original formats (Word, Excel, etc.) and in a text-recognized Adobe Acrobat (pdf) format. The pdf version will be completely assembled into one stand-alone file. All electronic files shall be exactly the same version as the hard copies. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

Three (3) USB drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment “B”, Section C Project Requirements, item #2 for further details. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

One (1) USB drive containing individual digital copies of each study reviewed in Task 1 will be submitted to the Office project manager. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

Two (2) USB drive copies of the Regional Tool developed in Task 5. This should include the methodology and guidance developed. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies

used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a USB drive. Each USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2023

STANTEC CONSULTING SERVICES INC.

HOURLY RATES

Stantec Billing Level	Hourly Rate	Stantec Billing Level	Hourly Rate
3	$109	13	$196
4	$123	14	$205
5	$133	15	$231
6	$138	16	$263
7	$146	17	$272
8	$152	18	$278
9	$163	19	$287
10	$169	20	$299
11	$181	21	$311
12	$187		

OTHER EXPENSES / MATERIALS

Stantec's expenses and subcontracted services will not be marked up as per Wyoming Water Development Commission requirements and will be billed at cost unless prescribed differently below.

- Sub-Consultants
- Subcontracted Commodity Services
  e.g., analytical laboratory services, drilling contractors, flume / weir installation, etc.
- Meals: Daily per diem at $69 per day per employee.
- Lodging
- Mileage: $0.655 / mile.
- External Equipment and Supplies.
  e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly; or per each unit).

EQUIPMENT RATE SCHEDULE

Equipment	Rate
Black and White Copies	$0.15/ea
Color Copies	$0.90/ea
Transparent and Color Bond Plots	$3.00/ea
Mylar Plots	$15.00/ea
Total Station and Data Recorder	$250/day
ATV (4-wheeler)	$125/day
Water Quality Meters (pH/S.C./Temp/DO, Turbidity, TDS)	$50/day
Water Level Meter	$35/day
1000 Foot Depth Sounder	$35/day
Scintillometer	$125/day
Flow/Discharge Meter	$50/day
DH-48 Sediment Sampler	$25/day
Sampling Pumps (peristaltic, submersible)	$75/day
Micro R Meter	$25/day

Equipment (continued)

RTK Differential GPS Surveying Unit	$500/day
Nuclear Density Testing	$100/day
Acoustic Doppler Current Profiler	$75/day

EQUIPMENT LEASES

Equipment	Rate
Discharge measurement device (e.g. flume or weir)	$4,177/ea
Water level data recorder	$635/ea

CONSTRUCTION MANAGER AT RISK CONSTRUCTION DELIVERY METHOD

THE STATE OF WYOMING
Water Development Office
6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002

MEMORANDUM

DATE: November 1, 2023

TO: WWDC

FROM: Bill Brewer

SUBJECT: Goshen ID Tunnel Rehabilitation 2022

In 2022, $2,350,000 was appropriated to fund pre-construction activities including engineering analysis, design, and permitting for the rehabilitation of Tunnels 1 and 2 of the Goshen Irrigation District (GID). Pre-construction project costs are shared between GID (49%) and the Gering Fort Laramie Irrigation District (GFLID at 51%). The original appropriation was structured as a grant of $771,505 for GID, a loan of $379,995 for GID, and a $1,198,500 loan for the GFLID share of pre-construction costs.

A feasibility study completed by HDR in August of 2022 increased the pre-construction cost estimate to $3,635,600. It was also determined that GFLID did not need the loan. Goshen ID Tunnel Rehabilitation 2022 Amendment One restructured the original appropriation into a 67% Grant of $1,574,500 and a 33% Loan of $775,500 to be used for the GID's share of pre-construction costs.

In July of 2023, HDR submitted a 30% Design and a construction cost estimate that was significantly greater than the estimate from the feasibility study. GID has requested a second amendment to the Goshen ID Tunnel Rehabilitation 2022 Project to change the construction delivery method from "Design, Bid, Build" to "Construction Manager at Risk" (CMAR) in order to establish a "Guaranteed Maximum Price" (GMP) for the Project to avoid more price escalations and delays. GID also requested additional funding for CMAR related pre-construction activities.

The WWDO recommendation is to allow GID to use unobligated funds from the existing appropriation to offset costs associated with CMAR pre-construction activities, but not to increase funding at this time.

Estimated Level III WWDC Eligible CMAR Pre-Construction Costs: Goshen Tunnel Rehabilitation

Preparation of Final Designs and Specifications	$3,426,505
CMAR Pre-Construction	$ 700,000
Site Access Permit Fees	$ 150,000
NEPA	$ 238,615
Title Opinion	$ 10,000
Acquisition of Easements	$ 200,000
Pre-Construction Costs	$4,725,120
GID 49% Pre-Construction Costs	$2,315,309

PROJECT AGREEMENT
GOSHEN ID TUNNEL REHABILITATION 2022 - CMAR
MSC No._____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the GOSHEN IRRIGATION DISTRICT, GOSHEN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: GOSHEN IRRIGATION DISTRICT 2912 W E St., Torrington, WY 82240.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Goshen ID Tunnel Rehabilitation 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. That the execution and delivery of this PRORJECT AGREEMENT by SPONSOR will over write and/or replace any existing PROJECT AGREEMENT the SPONSOR has for this project with the COMMISSION. The Project Agreement dated May 5, 2022, between SPONSOR and the COMMISSION is hereby canceled and of no further force or effect. The PROJECT consists of the following components:

   A. Engineering analysis, design, and pre-construction of tunnels, structures; and

   B. Appurtenances necessary to make the PROJECT function in the manner intended.

   The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR (SPONSOR'S ENGINEER) will further define the PROJECT components.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

4. **Special Provisions.**

   A. A sum not to exceed TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($2,350,000.00) or forty nine percent (49%) of the total project budget shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:

      1. A grant to the SPONSOR of not more than ONE MILLION FIVE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED

DOLLARS ($1,574,500.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.

2. A loan to the SPONSOR of not more than SEVEN HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($775,500.00) or thirty-three percent (33%) of the actual development costs, whichever is less, for a term of twenty (20) years at an annual interest rate of four percent (4%).

B. Prior to the release of any funds under this Agreement, the SPONSOR shall petition the District Court and receive an order confirming its report and authorizing the SPONSOR to enter into this Agreement and assess the property within the SPONSOR's jurisdiction for the SPONSOR's obligations as outlined in Section 4 of this Agreement. The SPONSOR shall deliver to the COMMISSION certified copies of any petitions to the court and orders of the District Court approving the assessment. In addition, the SPONSOR shall provide the COMMISSION copies of the SPONSOR's annual assessment roll for the PROJECT when it has been prepared, certified and delivered to the County Assessor in compliance with Wyoming law.

C. The SPONSOR shall execute a promissory note, secured by a security agreement that encumbers, pledges, and assigns to the COMMISSION revenues received or due under the assessment roll of the SPONSOR created as required by Wyoming statutes together with all the SPONSOR'S right, title, and interest the SPONSOR now has or may hereafter acquire in and to any of those revenues together with all proceeds of it, in an amount sufficient to meet the SPONSOR's obligations as outlined in Section 4 of this Agreement. Such promissory note, dated _____, and security agreement, dated _____, are attached to and incorporated into this Agreement by this reference. Pursuant to statute, the Attorney General's Office will review and approve the adequacy of security offered by the SPONSOR before any funds under this Agreement will be disbursed.

D. When the COMMISSION determines that PROJECT related benefits accrue to the SPONSOR, the term of the loan shall commence. The SPONSOR understands that the COMMISSION's determination of when benefits accrue may not coincide with the determination of substantial completion. As soon as possible thereafter the total amount of the loan shall be determined. The first loan payment will be due on December first immediately following the one year anniversary of the date benefits accrue. All subsequent payments will also be due on December first, except the final (twentieth) payment, which will be due on the twentieth anniversary of the date benefits accrue. Interest will be charged beginning with the date benefits accrue to the SPONSOR. Therefore, the first loan payment will include an interest accrual period which is greater than one (1) year which will make this first payment larger than any of the subsequent payments.

E. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the preliminary or final plans and specifications or authorized by approved change orders, to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER, to pay for preconstruction and construction services authorized by the approved contract between the SPONSOR and the CONSTRUCTION MANAGER AT RISK (CMAR), to pay for consultants, permits, easements or land essential to construction of the PROJECT, and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

F. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:

1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.

2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.

3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.

4. Comply with all applicable State statutes regarding contractor retainage accounts.

5. Provide to the COMMISSION a summary of subcontractor bids received by the CMAR.

6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.

7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm and CMAR proposed by the SPONSOR to design, inspect, construct and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering, consulting firm or CMAR personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or CMAR's contract.

9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.

G. The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT. If the SPONSOR elects to terminate the PROJECT, the COMMISSION shall determine the total amount of loan funds disbursed prior to termination and the term of the loan will commence.

H. Once the COMMISSION determines that the plans and specifications are in acceptable form and it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the SPONSOR may cause the CMAR to initiate the subcontractor bidding process. If the SPONSOR causes the bidding process to be initiated without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

I. Prior to the advertisement of the PROJECT for subcontractor bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not permit the CMAR to issue its advertisement for subcontractor or vendor bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

1. Right-of-way and option agreements;

2. Easements on public lands, if required;

3. Environmental assessments;

4. Section 401, Clean Water Act, Certification;

5. Section 404, Clean Water Act, Permit;

6. DEQ Permit to Construct;

7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;

8. Final Plans and Specifications approval by State Engineer;

9. Incidental work required to prepare the PROJECT for construction; and

10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

J. The SPONSOR shall not permit the CMAR to issue its advertisement for subcontractor bids unless the COMMISSION has received the following:

1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and

2. The SPONSOR'S proposed advertisement for bids from the CMAR, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101 *et seq.*, and to determine the lowest responsible bid.

K. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

L. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

M. Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds and thirty-three percent (33%) shall be from loan funds. [Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of eligible PROJECT costs and the final loan amount provided by the COMMISSION will not exceed thirty-three percent (33%) of eligible PROJECT costs.] The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.

N. The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

O. Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

P. The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

Q. Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the security agreement contemplated by this Agreement, for as long as there remains any balance thereof unpaid. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

R. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

S. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If this Agreement is terminated, the principal amount of the loan is set, and the SPONSOR shall begin repayment on the first anniversary of the date of termination or continue as scheduled if repayment has already begun. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR, in addition to being required to repay the loan, shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.

T. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.

D. Audit and Access to Records. The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.

E. Availability of Funds. Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Compliance with Laws. The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

G. **Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; the Promissory Note dated _____, consisting of two (2) pages; and the Security Agreement, dated _____, consisting of four (4) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

H. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

I. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

J. **Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.

K. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

L. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.

M. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

N. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

O. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

P. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Q. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

R. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

S. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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6. **Signatures**. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION

_____ _____
Ron Kailey, Jr., Chair Date

_____ _____
Leonard A. Craig, Secretary Date

GOSHEN IRRIGATION DISTRICT

_____ _____
Shawn Booth, President Date

_____ _____
Raymond Lynde, Vice President Date

_____ _____
Randy Steben, Treasurer Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Megan Pope, Date
Senior Assistant Attorney General

FUTURE MEETINGS SCHEDULE

2024 WWDC/SWC MEETING SCHEDULE
(Nov 2023)

Date	Day	Program Item
JANUARY		
January 10, 2024	**Wednesday**	**WWDC Meeting (Final Funding Recs, Review draft bills) (Cheyenne)**
January 11, 2024	**Thursday**	**Select Water Committee Meeting (Review draft bills) (Cheyenne)**
MARCH		
March TBD, 2024	**TBD**	**Select Water Committee Meeting**
March 19, 2024	**Tuesday**	**WWDC Workshop (Cheyenne)**
March 20, 2024	**Wednesday**	**WWDC Meeting (**Election of Officers, Level I, II III, SWPP contract approval
MAY		
May 7, 2024	**Tuesday**	**WWDC Orientation (Cheyenne)**
May 8, 2024	**Wednesday**	**WWDC/SWC Workshop (Cheyenne)**
May 9, 2024	**Thursday**	**WWDC/SWC Joint Meeting, (**New Level I & II Apps Review/Approval, SRF-IUP)
AUGUST		
August 6-8, 2024	**Tues-Thur**	**WWDC/SWC Workshop/Summer Tour/Meeting (TBD)**
SEPTEMBER		
September 23-25, 2024	**Mon-Wed**	**Consultant Selection Interviews (Cheyenne)**
September 26, 2024	**Thursday**	**WWDC Meeting, Selection Approval (Cheyenne)**
NOVEMBER		
November 12, 2024	**Tuesday**	**WWDC/SWC Workshop (Casper)**
November 13-14, 2024	**Wed-Thurs**	**WWDC/SWC Joint Meeting (Preliminary Funding Recs prior to WyoLeg) (Casper)**

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DECEMBER

December 17-18, 2024	**Tues-Wed**	**WWDC Workshop/Meeting – Review draft bills (Cheyenne)**
December 19, 2024	**Thursday**	**SWC – Review draft bills (Cheyenne)**

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