

March 20<sup>th</sup>, 2024

*WWDC REGULAR MEETING*

# E-NOTEBOOK



*Wyoming Water Development Office*

*6920 Yellowtail Road | Cheyenne, WY 82009*



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## WYOMING WATER DEVELOPMENT COMMISSION

WWDC MEETING  
WYOMING WATER DEVELOPMENT OFFICE  
6920 Yellowtail Road | Cheyenne, WY  
March 20, 2024

To view the livestream, sign up for public comment, or to access the most recent Agenda and E-Notebook, please visit the Water Development Office's website: <https://wwdc.state.wy.us>.

### **MEETING AGENDA: WEDNESDAY, MARCH 20, 2024 | 8:30 A.M.**

#### ***\*Action Items***

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Recognition of Members Present to Establish a Quorum**

#### ***\*WWDC* 4. Election of Officers**

#### ***\*WWDC* 5. Approval of Minutes (A)**

- January 10<sup>th</sup>, 2024: WWDC Regular Meeting Minutes

#### **6. Legislative Update –Director Mead**

- HB0001/SF0001: General Government Appropriations
- HB0104: Omnibus Water Bill – Planning
- SF0075: Omnibus Water Bill – Construction

#### ***\*WWDC* 7. New Level I and II Project Applications (B) (Received by March 1)**

#### ***\*WWDC* 8. Planning Project Amendments (C)**

- Alkali Creek Reservoir Final Design, Amendment Three
- Pavillion Groundwater Supply, Level II Study, Amendment One
- Riverton Regional Water Master Plan, Level I Study, Amendment One

#### ***\*WWDC* 9. 2024 Level I and II Planning Project Contracts**

##### **Level I Projects – New Development (D)**

- Alpine Water Master Plan
- Bairoil Water Master Plan
- Chugwater Water Master Plan
- Douglas Water Master Plan
- GR/RS/SC JPWB Regional Water Master Plan
- Hudson Water Master Plan
- Salt River Watershed Study
- Shoshone Municipal Pipeline Regional Water Master Plan

- Sinclair Water Master Plan

**Level II Projects – New Development (E)**

- Cody Areas Evaluation 2024
- Greybull Water System Improvements
- Hot Springs County Supply Evaluation

**Level I Projects – Rehabilitation (F)**

- Big Horn Canal ID Master Plan
- Elk Canal Master Plan
- Horse Creek Conservation District Master Plan
- Midvale ID Master Plan
- Powder River ID Master Plan

**\*WWDC 10. University of Wyoming Agreements (G)**

- UW Office of Water Programs MOU
- UW Water Research Program MOU

**\*WWDC 11. Small Water Project Program – Funding Applications (H)**

- 2024 AG Approved Contract Template
- Statewide Map
- 83 Projects
  - Account I Projects
  - Account II Projects

**\*WWDC 12. 2024 Construction Project Agreements – Account I (I)**

- Big Horn Regional JPB Lucerne Tank and Pump Station 2024
- Skyline ISD Well Connection 2024

**\*WWDC 13. 2024 Construction Project Agreements – Account II (J)**

- Bridger Valley JPB Tank Replacement 2024
- Dayton Water System Rehabilitation 2024
- Deaver ID Laterals 2024
- Dry Creek ID Phase V 2024
- Hanover ID Bighorn River Flume Replacement 2024
- Kirby Ditch ID Pipeline Phase II 2024
- LaPrele Dam Rehabilitation
- Laramie Dowlin Diversion Rehabilitation 2024
- Lovell Bench Lateral 2024
- Ranchester Transmission Line 2024
- Wheatland Tank Replacement 2024

**\*WWDC 14. 2024 Construction Project Amendments – Accounts I, II & III (K)**

- Arapahoe Water Supply 2016
  - Austin-Wall Reservoir Rehabilitation 2019
  - Buffalo Wells and Transmission 2019
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- Clearmont Well Connection 2019
- Eden Valley Irrigation District System Improvements 2019
- Gillette Madison Pipeline
- Goshen Irrigation District Tunnels 1 and 2 Rehabilitation 2022
- Happy Valley Water Transmission and Storage 2023
- Interstate Diversion Structure Rehabilitation 2019
- Lander Storage Tanks and Pump Station 2019
- Laramie North Side Tank
- Leavitt Reservoir Expansion
- Owl Creek Irrigation District System Improvements 2022
- Sheridan Northeast Transmission Main Extension 2023
- Wind River Inter-Tribal Council Rehabilitation 2019

**15. Construction Project Closeout Memos (L)**

- Cody Canal Rehabilitation 2019
- Eden Valley Irrigation District Farson Lateral 2020

*\*WWDC* **16. Other Items Requiring Commission Action (if needed)**

**17. Discussion**

**18. 2024 Summer Meeting/Tour**

**19. Future Meetings Schedule (M)**

- May 8, 2024: WWDC/SWC Workshop (Cheyenne)
- May 9, 2024: WWDC/SWC Joint Meeting (New Level I & II Apps Review/Approval, SRF-IUP)

**20. Adjourn**





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# WYOMING WATER DEVELOPMENT COMMISSION

## COMMISSIONERS

**Ron Kailey Jr., Chairman | Water Division I**  
Ron.kailey@wyoboards.gov

**Liisa Anselmi-Dalton, Vice-Chairman | Member-at-Large**  
liisa.anselmi-dalton1@wyoboards.gov

**Leonard A. "Lee" Craig, Secretary | Water Division III**  
lee.craig@wyoboards.gov

**Robert Choma | Water Division IV**  
robert.choma@wyoboards.gov

**Clinton W. Glick | Wind River Indian Reservation**  
clinton.glick@wyo.gov

**Todd Hoese | Water Division II**  
todd.hoese@wyoboards.gov

**Mark Kot | Water Division IV**  
Mark.kot@wyoboards.gov

**John Lawson | Water Division I**  
john.lawson@wyoboards.gov

**Dennis Pince | Water Division III**  
dennis.pince@wyoboards.gov

**Larry Suchor | Water Division II**  
larry.suchor@wyoboards.gov

## ADVISORS

**Patrick Kent**  
Attorney General's Office

**Brandon Gebhart**  
State Engineer

**Greg Kerr**  
University of Wyoming

**Josh Dorrell**  
Wyoming Business Council

## STAFF

**Jason Mead**  
Director

**David Ray**  
Administrative/Fiscal Manager

**Megan Schoenherr**  
Business Office Coordinator

**Katie Goodell**  
Office Support Specialist

**Jason Mead**  
Dams & Reservoirs

**Shawn Albrandt**  
High Savery Dam Technician

**Cindy Hernandez**  
Project Manager

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*STAFF (Continued)*

**Barry Lawrence**  
Deputy Director – Planning

**Chace Tavelli**  
Technical Resource Coordinator

**Keith Clarey**  
Project Manager

**Julie Gondzar**  
Project Manager

**Mabel Jones**  
Project Manager

**George Moser**  
Project Manager

**Jodie Pavlica**  
Project Manager

**Sarah Bargsten**  
Grants Administrator

**Bill Brewer**  
Deputy Director – Construction

**Sol Brich**  
Project Manager

**Jeffrey Kaiser**  
Project Manager

**Larry Mallo**  
Project Manager

**Ken Mitchell**  
Project Manager

**Jennifer Russell**  
Project Manager

**Wade Verplancke**  
Project Manager

# APPROVAL OF MINUTES



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## WYOMING WATER DEVELOPMENT COMMISSION

WWDC REGULAR MEETING  
WYOMING WATER DEVELOPMENT OFFICE  
6920 Yellowtail Road | Cheyenne, WY  
January 10<sup>th</sup>, 2024

### Meeting Minutes

1. **Chairman Ron Kailey called the meeting to order at 8:32 a.m.**
2. **The pledge of allegiance was recited.**
3. **Recognition of Members Present to Establish a Quorum - Secretary Lee Craig**

Commission Attendance:

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

Advisor Attendance:

Greg Kerr, University of Wyoming  
Patrick Kent, Attorney General's Office

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

November 7, 2023: WWDC Workshop & November 8-9, 2023: WWDC/SWC Joint Meeting Minutes:

Commissioner Mark Kot moved acceptance of the minutes of the November 7, 2023 workshop and the November 8-9, 2023 joint meeting. Secretary Lee Craig seconded the motion; motion carried unanimously.

5. **Review Public Hearings - Proposed LIII Projects (B)**

Barry Lawrence, Deputy Director of Planning, provided a quick overview of the following Level III project hearings which took place from December 6<sup>th</sup>, 2023-December 8<sup>th</sup>, 2023.

Dry Creek ID Phase V 2024  
Bridger Valley JPB Tank Replacement 2024  
Wheatland Tank Replacement 2024  
Dayton Water System Rehabilitation 2024  
Ranchester Transmission Line 2024  
Deaver ID Laterals 2024

Lovell Bench Lateral 2024  
Hanover ID Bighorn River Flume Replacement 2024

All comments received as a result of the hearings reflected support of the Water Development projects, with one concern raised about lowering the funding provided by the WWDC from 67% to 50%. A brief discussion ensued.

**6. Planning Closeout Memos (C)**

Dayton Water Master Plan, Level I Study

Project Manager Julie Gondzar reviewed the Dayton Water Master Plan, Level I Study closeout memo. A brief discussion ensued to include regionalization opportunities and water rates.

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

1. That the Commission recommend upon approval of the Omnibus Water Bill:
  - 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. Sponsor's Contingency Fund Requests (D)**

Owl Creek ID Systems Improvements 2022

Director Mead presented the Owl Creek Irrigation District System Improvements 2022 sponsor's contingency fund request. The Sponsor had requested \$1,000,000 from the Sponsor's Contingency Fund for irrigation system improvements within the lower area of the Owl Creek Irrigation District.

Paul Ward with the Owl Creek Irrigation District briefly spoke about the need for the project being completed in a timely manner. An extended discussion ensued regarding the assessment rates, acres served, and steps that have been taken to get the project in budget.

Commissioner Lee Craig moved to accept the sponsor's contingency request in the amount of \$1,000,000 for the Owl Creek ID Systems Improvement 2022 project as well as approve the amendment to the project agreement. Commissioner Dennis Pince seconded the motion; motion carried unanimously.

**8. Construction Closeout Memos (E)**

Bill Brewer, Deputy Director of Construction, provided an informative closeout for the following Level III construction projects:

Big Horn Canal Adobe Check Structure 2022  
Goshen ID 29.4 Pipeline Project Phase II 2022

**9. Project Recommendation Updates (F)**

• Planning

○ Elk Canal Master Plan

Director Mead presented the updated recommendation for the Elk Canal Master Plan, Level I Study, stating that funds from this appropriation were not to be expended until the project sponsor had formed a public entity. However, Director Mead also informed the Commission that the Elk Canal Water Users Association has since formed a public entity, which eliminated the need for the public entity caveat being placed in the Omnibus Water Bill – Planning for the project.

○ Strawberry Canal Master Plan

Director Mead presented the updated recommendation for the Strawberry Canal Master Plan, Level I Study, stating that funding from this appropriation shall not be expended until the project sponsor has formed a public entity and such will be stated in the Omnibus Water Bill - Planning for this project Director Mead further provided an update on the status of public entity formation by this sponsor.

• Construction

○ Big Horn Regional JPB Lucerne Tank and Pump Station 2024

Director Mead presented the updated recommendation for the Big Horn Regional JPB Lucerne Tank and Pump Station 2024 project. At the November meeting, the Select Water Committee (SWC) chose to fund the construction portion of this project in the amount of \$1,659,700 through general funds, the updated recommendation now reflects this change.

○ Happy Valley Water Transmission and Storage 2023

Director Mead presented the updated recommendation for the Happy Valley Water Transmission and Storage 2023 project. The SWC chose to fund their request of \$2,837,450 out of general funds. The updated recommendation now reflects this change.

○ Ranchester Transmission Line 2024

Director Mead presented the updated recommendation for the Ranchester Transmission Line 2024 project. At the November meeting, the SWC chose to fund the construction portion of this project in the amount of \$2,196,400 through general funds, the updated recommendation now reflects this change.

• Dams & Reservoirs

○ Sponsor's Contingency Fund – Account III

Director Mead presented the updated recommendation for the Account III Sponsor's Contingency Fund. The SWC recommended increasing the amount to \$20,000,000. The updated recommendation now reflects this change.

Additionally, Director Mead gave a brief update on the Small Water Program applications that have come in. Comparing the applications received and the current funding available for the

Small Water Program, there is a possibility of not being able to fund them all. However, the WWDO proposes to remain with the original recommendation and plans to prioritize projects based on the Small Water Program Criteria. An extended discussion ensued regarding the Small Water Program process. Project Manager Jodie Pavlica joined the conversation to provide additional information.

**10. UW Water Research Proposals 2024 (G)**

Mr. Greg Kerr, Director of the UW Office of Water Programs who administers the Water Research Program on the UW campus, discussed the process for reviewing the research proposals received to include peer reviews and review by an Advisory Committee made up of federal and state agency representatives. Out of the three projects studied, one project was singled out and identified as high priority: a project quantifying nitrogen sources in a headwater catchment from stable isotopes of nitrate (Proposal B).

A motion was made by Commissioner Mark Kot to accept project B for inclusion and funding through the Omnibus Water Bill – Planning at a total appropriation of \$199,108. Vice Chairman Liisa Anselmi-Dalton seconded the motion; motion carried unanimously. It was noted that the projects selected for funding would be reviewed by the SWC the following day.

**11. Preparation for 2024 Legislature**

• Omnibus Water Bill – Planning (H)

Director Mead provided a detailed overview of the draft Omnibus Water Bill – Planning. He identified the projects therein, the requested appropriation, and the remaining account balances. He also identified a planning project from previous legislation to be amended in this bill.

Vice Chairman Liisa Anselmi-Dalton moved to accept the 2024 Omnibus Water Bill – Planning as presented, removing the footnote which states “funds from this appropriation shall not be expended until the project sponsor has formed a public entity” for the Elk Canal Master Plan since it is now a public entity. As well as, amending in the additional \$199,108 for the one 2024 UW water Research Project Proposals selected earlier for funding. Commissioner Larry Suchor seconded the motion; motion carried unanimously.

• Omnibus Water Bill – Construction (I)

Director Mead walked through the draft Omnibus Water Bill – Construction. He noted each project in the bill, the appropriation requested and the remaining account balances. It was noted that the appropriation of funds for several projects was contingent upon the transfer of funds into Water Development Account (WDA) I and II. Also identified were additional funding, reversion date changes, and the removal of sunset dates for the Small Water Project Program. An extended discussion ensued regarding ongoing projects that have had multiple time extensions and how the Office can work with each Sponsor to help avoid these situations. Director Mead communicated that the Office is aware of this problem and has implemented the phasing of construction projects to ensure that funds being appropriated can be expended promptly.

A motion was made by Vice Chairman Liisa Anselmi-Dalton to accept the Omnibus Water Bill-Construction as presented. Commissioner Mark Kot seconded the motion; motion carried unanimously.

**12. Legislative Process Discussion**

The legislative session will begin on February 12<sup>th</sup>, 2024. Director Mead informed the Commission of expectations as they move into the legislative session. He will be available on behalf of the Office and the Commission for external questions should there be any.

**13. Other Items Requiring Commission Action (if needed)**

There were no other items requiring Commission action.

**14. Discussion**

Joint Appropriations Committee Meeting Summary:

Director Mead briefly spoke about the Joint Appropriations Committee (JAC) meeting that happened on January 9<sup>th</sup>, 2024 regarding WDA I and the Office's admin budget for the 2025-2026 biennium. As previously discussed, the Office has been working with the Governor's Office, the Select Water Committee and the State Engineer's Office (SEO) to remove the Board of Control (BOC) budget from WDA I and place it back onto general funds. This was discussed at the JAC meeting and the Office was asked for supplemental information to support the request for removing the BOC from WDA I.

Select Water Committee Meeting January 11<sup>th</sup>, 2024:

The SWC will meet the following day, on January 11<sup>th</sup>, 2024. Director Mead informed the Commission of topics that may be discussed and provided relevant information.

The City of Sheridan, Sponsor for the Northeast Transmission Main Extension 2023 project will provide an update on the project.

An update for the Alkali Creek Mediation will be given by John Joyce with the Nowood River Watershed Improvement District and representatives from TriHydro Corporation to discuss the progress that has been made with landowners.

Lastly, Director Mead mentioned a possible discussion on the Inflation Reduction Act (IRA) Funds and the Regional Conservation Partnership Program (RCPP) through the Natural Resources Conservation Service (NRCS) for developing statute language to allow the Water Development Commission program to have the authority to administer funding from these sources.

**15. Future Meetings Schedule (J)**

Director Mead welcomed discussion regarding the August 2024 tour location. Prior locations were handed out to use in consideration of the upcoming tour location. It was decided that the August 2024 workshop, meeting and tour will take place between August 6-8, 2024 but, the Commission opted to leave the exact tour location up to the Office.



## WYOMING WATER DEVELOPMENT COMMISSION

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### **16. Adjourn**

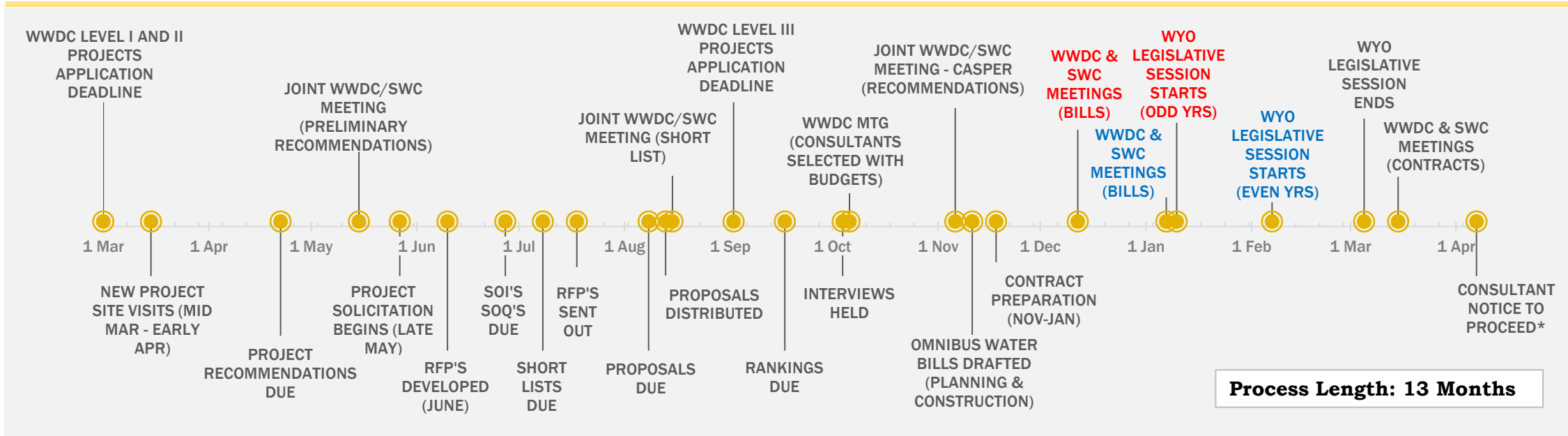
Secretary Lee Craig motioned to adjourn the meeting of the Water Development Commission at 12:17 p.m. Commissioner Dennis Pince seconded the motion; motion carried unanimously.

Respectfully submitted,

Lee Craig, Secretary

NEW LEVEL I  
AND II  
PROJECT  
APPLICATIONS

## WWDC PLANNING PROJECT FUNDING APPROVAL AND CONSULTANT SELECTION SCHEDULE



\* Subject to Water Planning Bill having an effective date upon signature.

PLANNING  
PROJECT  
AMENDMENTS



THE STATE OF WYOMING

## Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



### MEMORANDUM

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**DATE:** March 1, 2024  
**TO:** Wyoming Water Development Commission  
**FROM:** Cindy Hernandez, Project Manager  
**SUBJECT:** Amendment Three to Alkali Creek Reservoir Final Design

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This memo is to serve as an explanation for Amendment Three to the Alkali Creek Reservoir Final Design Contract. This contract amendment extends the Contract expiration date to December 31, 2025 and accepts the Consultant's new hourly rate and reimbursable expenses price schedule for subsequent billings, by replacing Attachment B with a new Attachment B2.

Alkali Creek Reservoir Project has encountered challenges with negotiating easements with landowners that have resulted in Project design changes. Therefore, in order to complete coordination work per landowner negotiations and the remaining scope of work through final design, the time extension amendment is necessary.

The current hourly rate and reimbursable expenses price schedule was established when the Project Contract was executed in 2017. The Contract hourly rates and reimbursable expenses were established to be effective through the original contract term, December 31, 2023. Since 2017, the impact of inflation, specifically wage escalation, has affected the operational cost for this project. According to Trihydro Corporation (Trihydro), over the past three years, Trihydro has experienced significant increases related to labor and expenses, well beyond those envisioned when the original contract rates were forecast. Trihydro requests updating the hourly rate and reimbursable schedule through the contract term.

**AMENDMENT THREE TO  
CONSULTANT CONTRACT FOR SERVICES NO. 05SC0297090  
ALKALI CREEK RESERVOIR FINAL DESIGN  
BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
TRIHYDRO CORPORATION**

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 Trihydro Corporation [Consultant], whose address is: 1252 Commerce Drive, Laramie, Wyoming, 82070.
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: a) extend the term of the Contract through December 31, 2025; and b) accept the Consultant's new Hourly Rate and Reimbursable Expenses Price Schedule for subsequent billings by replacing Attachment B with a new Attachment B2.

The original Contract, dated September 5, 2017, required the Consultant to render certain technical or professional services for the final design of Alkali Creek Reservoir for a total Contract amount of one million eight hundred forty-seven thousand four hundred dollars (\$1,847,400.00) with an expiration date of December 31, 2023.

Amendment One, dated March 25, 2019, amended the original Contract to: a) modify the Additional Geotechnical Analysis task and add tasks to complete supplemental geotechnical investigation, and assist the Commission in addressing unforeseen changes in scope during the completion of final design; b) increase the total Contract dollar amount by four hundred sixty-five thousand dollars (\$465,000.00) to two million three hundred twelve thousand four hundred dollars (\$2,312,400.00); c) replace Attachment A with a new Attachment A2; and d) replace Attachment C with a new Attachment C2.

Amendment Two, dated March 23, 2023, served to: a) amend the responsibilities of the Consultant; b) increase the total Contract dollar amount by four hundred ninety-four thousand dollars (\$494,000.00) to two million eight hundred six thousand four hundred dollars (\$2,806,400.00); c) extend the term of the Contract through December 31, 2024; d) replace Attachment A2 with a new Attachment A3; and e) replace Attachment C2 with a new Attachment C3.

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. Section 4.A. of the original Contract is hereby amended to read as follows:

“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 B2, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A3, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two million eight hundred six thousand four hundred dollars (\$2,806,400.00).”

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

“The term of this Contract is from September 5, 2017 through December 31, 2025.”

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, Hourly Rate and Reimbursable Expenses Price Schedule, consisting of two (2) pages; and Attachment C, Scope of Services Assumptions and Deliverables,

consisting of nine (9) pages; Amendment One, consisting of four (4) pages; Attachment A2, Revised Scope of Services, consisting of nineteen (19) pages, and Attachment C2, Revised Scope of Services Assumptions and Deliverables, consisting of ten (10) pages; Amendment Two, consisting of four (4) pages; Attachment A3, Revised Scope of Services, consisting of nineteen (19) pages, and Attachment C3, Revised Scope of Services Assumptions and Deliverables, consisting of ten (10) pages; and Amendment Three, consisting of four (4) pages, Attachment B2, Hourly Rate and Reimbursable Expenses Price Schedule 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.

**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:**

\_\_\_\_\_  
Chairman \_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary \_\_\_\_\_  
Date

**TRIHYDRO CORPORATION:**

\_\_\_\_\_  
George E. Mathes, III, Executive Vice President \_\_\_\_\_  
Employer Identification Number: 83-0272860 Date

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope, Senior Assistant Attorney General \_\_\_\_\_  
Date

**ATTACHMENT B2  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE**

<b><u>PERSONNEL</u></b>	<b><u>UNIT RATE</u></b>
<b>Senior Principal</b>	263.00/hour
<b>Principal</b>	239.00/hour
<b>Project Principal</b>	218.00/hour
<b>Technical Specialist 4</b>	276.00/hour
<b>Technical Specialist 3</b>	258.00/hour
<b>Technical Specialist 2</b>	243.00/hour
<b>Technical Specialist 1</b>	231.00/hour
<b>Professional Level 12</b>	226.00/hour
<b>Professional Level 11</b>	210.00/hour
<b>Professional Level 10</b>	195.00/hour
<b>Professional Level 9</b>	182.00/hour
<b>Professional Level 8</b>	163.00/hour
<b>Professional Level 7</b>	149.00/hour
<b>Professional Level 6</b>	133.00/hour
<b>Professional Level 5</b>	121.00/hour
<b>Professional Level 4</b>	110.00/hour
<b>Professional Level 3</b>	101.00/hour
<b>Professional Level 2</b>	91.00/hour
<b>Professional Level 1</b>	84.00/hour
<b>Technical Level 8</b>	134.00/hour
<b>Technical Level 7</b>	124.00/hour
<b>Technical Level 6</b>	114.00/hour
<b>Technical Level 5</b>	106.00/hour
<b>Technical Level 4</b>	95.00/hour
<b>Technical Level 3</b>	85.00/hour
<b>Technical Level 2</b>	77.00/hour
<b>Technical Level 1</b>	67.00/hour
<b>Administrative 4</b>	88.00/hour
<b>Administrative 3</b>	78.00/hour
<b>Administrative 2</b>	68.00/hour
<b>Administrative 1</b>	57.00/hour
<b><u>Expenses</u></b>	
<b>Subcontracts (Labor, Equipment and Services)</b>	Cost
<b>Shipping (i.e. Documents, Equipment, Supplies)</b>	Cost
<b><u>Travel Expenses</u></b>	
<b>Meal Per Diem (per day, per person)</b>	GSA Rate
<b>Airline Tickets</b>	Cost

<b>Hotel/Motel</b>	Cost
<b>Rental Vehicle</b>	Cost
<b><u>Field Expenses and Equipment</u></b>	
<b>Consumable Field Supplies</b>	Cost
<b>Rental Equipment</b>	Cost
<b>Purchased Equipment</b>	Cost
<b>Company Field Instruments, Equipment, Vehicle, etc.</b>	Cost
<b>Consumable Field Supplies and PPE</b>	Cost
<b>Company Vehicles per mile</b>	GSA Rate

No markup on subconsultant services. Subconsultant services will be charged at the billing rate.



THE STATE OF WYOMING

## Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



### MEMORANDUM

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**DATE:** March 7, 2024

**TO:** Legislative Select Water Committee  
Wyoming Water Development Commission

**FROM:** Keith Clarey, P.G.,  
Planning Project Manager

**SUBJECT:** Contract Amendment One to the Pavillion Groundwater Supply, Level II Study

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**For consideration today is a Contract amendment to the Pavillion Groundwater Supply, Level II Study in order to increase the Contract amount from \$686,842 by \$428,238 to a total of \$1,115,080 and to extend the term of the contract to June 30, 2026.**

The 2022 Wyoming Legislature approved the Pavillion Groundwater Supply, Level II Study for design, construction, and testing for a new well (to be called "Pavillion No. 9") with Notice to Proceed given the Consultant on April 11, 2022. In 2021, the original project scoping was based on actual 2020 drilling costs (~\$200/ft). These costs were increased by 150% (~\$500/ft) and projected for a 1,000-foot well for the 2022 WWDC Level II study for Pavillion. The 2022 drilling contractor budget was approximately \$515,000.

The Level II Study commenced and the public bidding process occurred in July, 2023. The test well is now projected to be completed to a deeper depth than originally scoped. The three drilling contractor bids received in July 2023 included \$627,155, \$696,155, and \$758,282, all exceeded the budget. As of July 2023, the project was placed on hold for one year until an additional appropriation could be approved to complete the project.

Due to inflation, the 2024 drilling contractor bids/costs are anticipated to be higher. Consequently, the Commission recommended on November 8, 2023, to request an appropriation increase of \$429,000 for the Pavillion Groundwater Supply, Level II Study and to extend the contract expiration deadline by one year.

**AMENDMENT ONE TO  
CONSULTANT CONTRACT FOR SERVICES NO. 029CM0090414  
PAVILLION GROUNDWATER SUPPLY, LEVEL II STUDY BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
JAMES GORES AND ASSOCIATES, 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 James Gores and Associates, Inc. [Consultant], whose address is: 111 North 3<sup>rd</sup> Street East, Riverton, Wyoming 82501.
  
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Commission and the Consultant. The purpose of this Amendment is to: a) increase the total Contract dollar amount by four hundred twenty-eight thousand, two hundred thirty-eight dollars (\$428,238.00) to one million, one hundred fifteen thousand, eighty dollars (\$1,115,080.00); and b) extend the term of the Contract through June 30, 2026.

The original Contract, dated March 19, 2022, required the Consultant to conduct the Pavillion Groundwater Supply, Level II Study for a total Contract amount of six hundred eighty-six thousand, eight hundred forty-two dollars (\$686,842.00) with an expiration date of June 30, 2025.

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 4.A. of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed one million, one hundred fifteen thousand, eighty dollars (\$1,115,080.00).”
  
  - B. Section 4.B. of the original Contract is hereby amended in its entirety to read as follows:

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

<u>Task</u>	<u>Estimated Cost</u>
<b>Phase I        Meetings, Drilling/Testing Program</b>	
1.    Meetings	\$ 25,000.00
2.    Permits, Drilling/Testing Program Development	\$ 17,680.00
3.    Bidding Specifications, Bidding Process	\$ 22,196.00
4.    Consultant Services During Well Construction/Testing	\$ 8,710.00
5.    Water Quality, Water Treatment, Reclamation	\$ 12,846.00
6.    Well Construction Subcontracts	<u>\$947,000.00</u>
<b>SUBTOTAL PHASE I TASKS</b>	<b>\$ 1,033,432.00</b>
<b>Phase II        Conceptual Designs, Cost Estimates &amp; Reports</b>	
1.    Geotechnical Analysis	\$ 2,965.00
2.    Identification of Alternatives	\$ 2,640.00
3.    Preparation of Preliminary Cost Estimates	\$ 1,800.00
4.    Selection of Preferred Alternatives	\$ 2,120.00
5.    Conceptual Designs and Cost Estimates	\$ 4,560.00
6.    Water System Financing	\$ 4,840.00
7.    Identification of Permits and ROWs for Construction	\$ 3,600.00
8.    Environmental Report	\$ 10,000.00
9.    Discretionary Task	\$ 20,000.00
10.   Draft Report	\$ 16,760.00
11.   Report Presentations	\$ 7,632.00
12.   Final Report and Deliverables	<u>\$ 4,731.00</u>
<b>SUBTOTAL PHASE II TASKS</b>	<b>\$ 81,648.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,115,080.00</b>

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 provided by the Office. The Consultant may use alternate billing forms if approved in advance by the Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.”

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

“The term of this Contract is from March 19, 2022 through June 30, 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 fifteen (15) pages; Attachment A, Scope of Services, consisting of twenty-three (23) pages; Attachment B, consisting of one (1) page; and this Amendment One, consisting of four (4) 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:**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**JAMES GORES AND ASSOCIATES, INC.:**

\_\_\_\_\_

James C. Gores, P.E., President  
Employer Identification Number: 83-0299080

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope, Senior Assistant Attorney General

\_\_\_\_\_

Date





THE STATE OF WYOMING

## Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



### MEMORANDUM

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**DATE:** March 20, 2024

**TO:** Wyoming Water Development Commission

**FROM:** Chace Tavelli, Project Manager

**SUBJECT:** Contract Amendment One to Riverton Regional Water Master Plan, Level I Study

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This memo is to serve as an explanation for Amendment One to the Riverton Regional Water Master Plan, Level I Study Contract. The purpose of the Amendment is to extend the current contract expiration date with William H. Smith and Associates Inc. from June 30, 2024 to December 31, 2024. The contract amount is not changed.

This is a large and complicated master plan with a significant data collection effort requirement. The Consultant experienced delays during the data collection phase of the study which delayed the project.

**AMENDMENT ONE TO  
CONSULTANT CONTRACT FOR SERVICES NO. 029CM0090417  
RIVERTON REGIONAL WATER MASTER PLAN, LEVEL I STUDY BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
WILLIAM H. SMITH AND ASSOCIATES 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 William H. Smith and Associates Inc. [Consultant], whose address is: 1515 9th Street, Suite A, Rock Springs, Wyoming 82901.

2. **Purpose of Amendment.** This Amendment shall constitute the first 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, 2024.

The original Contract, dated March 28, 2022, required the Consultant to perform a Riverton Regional Water Master Plan, Level I Study for a total Contract amount of two hundred fifty-five thousand, nine hundred dollars (\$255,900.00), with an expiration date of June 30, 2024.

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, 2024.”

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 fourteen (14) pages; Attachment A, Scope of Services, consisting of eighteen (18) pages; Attachment B, consisting of two (2) pages; and this Amendment One, 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:**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**WILLIAM H. SMITH AND ASSOCIATES INC.:**

\_\_\_\_\_

Shawn M. Arnoldi, Vice President  
Employer Identification Number: 83-0241302

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope, Senior Assistant Attorney General

\_\_\_\_\_

Date

LEVEL I

PROJECTS

-NEW

DEVELOPMENT

CONTRACTS

**ALPINE WATER MASTER PLAN, 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 Sunrise Engineering, Inc. (Consultant), P.O. Box 609, 770 S. Washington Street, Suite A, Afton, Wyoming 83110.
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 Effective Date through June 30, 2026. 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 one hundred fifty-two thousand, thirty dollars (\$152,030.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$ 4,280.00
2. Information Review	\$ 7,130.00
3. Growth and Demand Projections	\$ 4,740.00
4. Water Sources	\$29,770.00
5. Inventory, Evaluation, and GIS	\$24,910.00
6. Excel Well #1 Testing	\$17,290.00
7. Hydraulic Model	\$ 7,000.00
8. Recommendations and Cost Estimates	\$10,590.00
9. Economic Analysis and Project Financing	\$ 7,530.00
10. Discretionary Task	\$14,000.00
11. Draft Report	\$14,500.00
12. Report Presentations	\$ 2,210.00
13. Final Report and Deliverables	<u>\$ 8,080.00</u>
 <b>PROJECT TOTAL COST</b>	 <b>\$152,030.00</b>

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. Responsibilities of the Commission.**

- 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 sixteen (16) 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: George Moser, [george.moser1@wyo.gov](mailto:george.moser1@wyo.gov), 307-777-7626.  
 Consultant: Jason J. Linford, PE, [jlinford@sunrise.com](mailto:jlinford@sunrise.com), 307-886-4208.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**SUNRISE ENGINEERING, INC:**

\_\_\_\_\_  
Jason J. Linford, PE, Vice President  
Employer ID #87-0395347

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## **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. Alpine is located in northern Lincoln County, at the confluence of the Grey's and Snake Rivers.
3. Purpose. To perform a Level I study for the Town of Alpine. In addition to general water master plan tasks, the study will perform an inspection of the water-transmission line running over the Snake River, and will provide an analysis of options and costs for connecting the "Mega Well" to the Town of Alpine's water system.
4. History. The Town of Alpine has experienced significant residential and business growth within the past decade. In addition, Alpine has been absorbing neighboring subdivisions and is serving a larger geographic area, and has plans to expand within the next 10 years. The most recent Water Master Plan was performed in 2009.

### **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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The

Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

In addition to the public project meetings, monthly coordination meetings with the Sponsor and Office project manager will be necessary during the course of the study. These meetings may be conducted virtually. The Consultant shall be responsible for coordinating the meeting dates and times. The Consultant shall prepare all presentation materials and agendas to ensure efficient meetings and to coordinate project activities.

### **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

### **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Town staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections

available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

#### **Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant shall review existing water supplies to determine the status of Source-Water Assessments and Source Water Protection Plans. As applicable, the Consultant shall generate recommendations and costs associated with developing site-specific Source-Water Assessments and Source-Water Protection Plans, and include these items in Tasks 8 and 9 below.

## **Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so city staff may perform any required pot-holing to help verify and true-up the city's existing data. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 8.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. The Consultant shall identify focus locations for a leak detection study, and retain the services of a leak-detection contractor for the study. The Consultant shall identify factors and locations that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. In addition, the Consultant shall create a cloud-based GIS project for the Sponsor's use. This task shall also accommodate a training session for the Sponsor, using Sponsor-supplied equipment for the training. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all mapping media and its delivery.

#### **Task 6. Excel Well #1 Testing**

The Consultant shall coordinate with the Sponsor and the Office Project Manager to perform production testing and analysis of the Excel Well #1 (also known as "Mega Well"). The pump test shall be an extended-duration test, suitable to evaluate the long-term productivity of the well and associated aquifer. Nearby wells shall be identified and, as available, utilized as non-pumping monitoring points. The Consultant shall be responsible for all monitoring, measurement, sampling, and water disposal costs. During the testing, produced water shall be managed to suitably remove any opportunity for the water to infiltrate and recharge the aquifer, to the detriment of the test. The purpose of the test will be to determine the long-term viability of utilizing the Mega Well as a source of supply for the Alpine water system, and develop recommendations for production rates and capacities sufficiently useful for inclusion in Tasks 8 and 9.

#### **Task 7. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor's existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume

and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the town's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with town staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

## **Task 8. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

### **Task 9. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 8. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.



The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant

WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

**Task 10. Discretionary Task**

The Consultant shall place \$14,000 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 11. Draft Report**

The Consultant shall submit to the Office three (3) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. Three (3) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

**Task 12. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

**Task 13. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 1, 2025. These final documents and materials, shall include twelve (12) hard copies of the final report and twelve (12) hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copies, and one (1) digital copy, of system mapping books.

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 drive shall have a hard copy table of contents attached. 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 2024**

**SUNRISE ENGINEERING, INC.**

<b>Work Code</b>	<b>Work Classification</b>	<b>Hourly Rate</b>	<b>Work Code</b>	<b>Work Classification</b>	<b>Hourly Rate</b>
101	Engineer Intern (E.I.T.) I	\$ 118	500	Funding Specialist	\$ 149
102	Engineer Intern (E.I.T.) II	139	510	Plan Reviewer	133
103	Engineer Intern (E.I.T.) III	144	511	Building Inspector I	88
104	Engineer III	160	512	Building Inspector II	108
105	Engineer IV	180	513	Building Inspector III	129
106	Engineer V	199	525	Building Official	149
107	Senior Engineer	215	51	Administrative I	52
110	Principal Engineer	230	52	Administrative II	78
121	Electrical Eng. Int. (E.I.T.) I	133	53	Administrative III	93
122	Electrical Eng. Int. (E.I.T.) II	149	601	GIS Tech I	82
123	Electrical Engineer III	170	602	GIS Tech II	103
124	Electrical Engineer IV	195	611	GIS Specialist I	129
125	Electrical Engineer V	220	613	GIS Analyst	153
126	Principal Electrical Engineer	235	614	GIS Programmer	160
301	Engineering Tech I	87	615	GIS Team Leader	170
302	Engineering Tech II	98	701	Planner I	98
303	Engineering Tech III	118	702	Planner II	113
304	Engineering Tech IV	144	703	Planner III	129
311	Electrical Tech I	100	704	Planner IV	144
312	Electrical Tech II	115	705	Planner V	164
313	Electrical Tech III	135	711	Project Manager I	124
314	Electrical Tech IV	149	712	Project Manager II	146
315	Electrical Tech V	165	930	Survey CAD Tech	147
351	Construction Observer I	93	935	One Man Survey Crew	178
352	Construction Observer II	108	940	Survey Manager	188
353	Construction Observer III	118	945	Registered Surveyor	199
354	Construction Observer IV	129	950	Principal Surveyor	220
401	CAD Drafter I	82			
402	CAD Drafter II	93			
403	CAD Drafter III	115			
404	CAD Drafter IV	129			

**REIMBURSABLE EXPENSE SCHEDULE**

<b>Expense</b>	<b>Rate</b>
Mileage	\$0.67 per mile
Per Diem Meals	\$60 per day
Snowmobile/ATV & Trailer	\$250 per day
Troxler Nuclear Density Gauge	\$50 per day
High Density Scanner	\$175 per hour
Material Testing Lab Work	Actual Cost
Outside Consultants, Aerial Photography, etc.	Actual Cost
Lodging	Actual Cost
Other Expenses incurred	Actual Cost

**BAIROIL WATER MASTER PLAN, 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 Forsgren Associates, Inc. (Consultant), 849 Front Street, Suite 201, Evanston, WY 82930.
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 Effective Date through June 30, 2026. 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 one hundred forty-six thousand, two hundred fifteen dollars (\$146,215.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$ 7,295.00
2. Information Review	\$ 2,320.00
3. Growth and Demand Projections	\$ 2,320.00
4. Water Sources	\$ 9,490.00
5. Inventory, Evaluation, and GIS	\$62,065.00
6. Hydraulic Model	\$ 4,640.00
7. Recommendations and Cost Estimates	\$ 7,750.00
8. Economic Analysis and Project Financing	\$ 8,260.00
9. Discretionary Task	\$15,000.00
10. Draft Report	\$12,425.00
11. Report Presentations	\$ 6,470.00
12. Final Report and Deliverables	<u>\$ 8,180.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$146,215.00</b>

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. Responsibilities of the Commission.**

- 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 seventeen (17) pages; and Attachment B, consisting of one (1) page, 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: Keith Clarey, PG, [keith.clarey@wyo.gov](mailto:keith.clarey@wyo.gov), (307) 777-7626.  
 Consultant: Ryan Welling, PE, [rwelling@forsgren.com](mailto:rwelling@forsgren.com), (307) 789-6735.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**FORSGREN ASSOCIATES, INC.:**

\_\_\_\_\_  
Todd Hurd, Division Manager  
Employer ID #820-25-5723

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## 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: The Great Divide Basin within Sweetwater County, Town of Bairoil, Wyoming. The Town of Bairoil has a population of 64 people and they are served through 42 taps within the corporate limits and 1 tap outside the limits. The town does not anticipate any future growth. The town is supplied with Battle Springs Formation groundwater through Abel Springs (several springs yielding 35-100 gpm combined total) and one (1) well. The transmission line runs approximately 6.5 miles southeastward from the springs to the Town and consists of both 6-inch and 10-inch PVC pipe. The supplied water is treated by chlorination (sodium hypochlorite) before entering the one (1) 350,000-gallon, covered steel storage tank. Dosing is controlled manually. There is no SCADA system. The tank has an overflow for excess water. The town needs flowmeters installed on the 43 taps. There are existing paper maps, however, it is unclear which maps are accurate because of historically poor record keeping. The system needs development of both a hydraulic model and GIS. The Town is experiencing issues because the aging system is nearing the end of its design life and also faces maintenance questions and concerns regarding the current system.
2. Purpose: To perform a Bairoil Water Master Plan Level I Study. The Town of Bairoil requested a Level I study to identify the components of the existing water system that are deficient and to provide a schedule for improvements. The plan will help the Town in evaluating the current condition of their system and to provide the tools and guidance necessary to assist in the planning, rehabilitation, upgrading, and managing of their system. The master plan would serve as a framework for the Town to establish project priorities and to perform financial planning necessary to meet these priorities. The plan would also provide reconnaissance level information regarding costs and scheduling.
3. History: Some specific items of concern to be addressed during the Bairoil Water Master Plan, Level I Study include:
  - Identifying active and inactive portions of the existing water system (some portions have been abandoned in-place, no longer used, and with new replacement.
  - Identifying aging infrastructure, prioritizing needs, preparing conceptual

- designs and cost estimates, and developing a schedule for replacement.
- Evaluating the need for and preparing designs for a SCADA system and a chlorination treatment system.
- Preparing a hydraulic model and GIS.

Previously completed WWDC project reports include:

- Hydro-Search, Inc., Bairoil, Wyoming Groundwater Development Feasibility Exploration Program, Nov. 1983.
- Lidstone and Associates, Inc., Executive Summary of Final Report, Bairoil Water Supply Project Level II, May 2000.
- Lidstone and Associates, Inc., Bairoil Water Supply Project Level II, Final Report, May 2000.
- Lidstone and Associates, Inc., Bairoil Water Supply Project Level II, Phase IV, Final Report, Oct. 2001.
- Lidstone and Associates, Inc., Town of Bairoil Water Supply Project Level II, Phase V Report, May 2003.
- Lidstone and Associates, Inc., Executive Summary of Final Report, Bairoil Water Supply Project Level II, Phase V, May 2003.

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 (.acddb, .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)
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**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)	\$ _____
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**MATERIALS ONLY TOTAL**

Materials Only Total Project Cost	\$ _____
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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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

**Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

**Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Town staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

**Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant shall review existing water supplies to determine the status of Source-Water Assessments and Source Water Protection Plans. As applicable, the Consultant shall generate recommendations and costs associated with developing site-specific Source-Water Assessments and Source-Water Protection Plans, and include these items in Tasks 7 and 8 below.

**Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so city staff may perform any required pot-holing to help verify and true-up the city's existing data. The Consultant shall

coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

**ADDED SCOPE ALTERNATE:** A subsurface investigation (i.e., air-knifing, or other approved method by the Office project manager) shall be included for up to 35 sites (sites selected with Sponsor/Office project manager approval), with the Sponsor performing backfilling and surface restoration. The additional budget for this Task 5 Scope Alternate is a not-to-exceed \$50,000.00, and was included in the recommended appropriation for this Bairoil Level I study. The amount of \$50,000.00 has been included into the Task 5 budget for this Contract.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. of Attachment A. The standards are applicable to imported existing GIS products as well as newly created GIS products. The Consultant should be mindful of the amount of existing GIS products that will need to be configured to meet the WWDO standards in their cost estimates. Additionally, for entities with existing GIS products, the Consultant should be aware that there may be a need to produce a GIS product that meets the Sponsor's standards and format in addition to a GIS product that meets the WWDO standards.

### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor's existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the Town's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with Town staff to ascertain the Sponsor's expectations in

providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied

to the project's current year total cost and projected into the future per the schedule developed in this task.

### **Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:



Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 9. Discretionary Task**

The Consultant shall place \$15,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. 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, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

### **Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

### **Task 12. Final Report and Deliverables**

After incorporation of the Office’s and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", Section C Project Requirements, item #2 for further details. Each USB drive shall have a hard copy table of contents attached.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copy, and one (1) digital copy, of system mapping books for the Sponsor.

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 drive shall have a hard copy table of contents attached. 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 2024**

**FORSGREN ASSOCIATES, INC.**

<b>TITLE CODE</b>	<b>TITLE</b>	<b>\$ HOURLY RATE</b>
Engineer/Scientist VI	Principal/Service Leader	225
Engineer/Scientist V	Division Manager	185
Engineer/Scientist V	Managing Engineer/Scientist	180
Engineer/Scientist IV	Senior Engineer/Scientist	170
Engineer/Scientist III	Project Manager	145
Engineer/Scientist II	Project Engineer/Scientist	130
Engineer/Scientist II	Engineer In Training	120
Geologist IV	Senior Geologist	170
Geologist III	Project Manager	145
Geologist II	Project Geologist	130
Geologist I	Geologist	120
Survey V	Chief of Survey	135
Survey IV	Survey Party Chief	115
Survey III	Senior Surveyor	100
Survey II	Surveyor-In-Training	90
Survey I	Survey Technician	80
Drafter IV	Managing Designer	125
Drafter III	Senior Designer	105
Drafter II	Designer	95
Drafter I	Drafter	85
Inspector VI	Senior Construction Manager	170
Inspector V	Construct. Mgr/Supervising Inspect.	145
Inspector IV	Senior Inspector	125
Inspector III	Project Inspector	100
Inspector II	Project Inspector	85
Inspector I	Assistant Inspector	70
Technician V	Technician Manager	135
Technician IV	Supervising Technician	125
Technician III	Senior Technician	115
Technician II	Technician	95
Technician I	Assistant Technician	75
Clerical IV	Senior Project Assistant	90
Clerical III	Project Assistant III	75
Clerical II	Project Assistant II	60
Clerical I	Project Assistant I	50

- *Expert Witness Testimony, Preparation and all court time will be charged at a rate of \$500.00 per hour.*
- *Reimbursables charged AT COST (no markup allowed).*
- *Subconsultants charged AT COST (no markup allowed).*
- *Mileage Rate charged at \$0.67/mile.*
- *Per Diem Rate paid at \$59/day for meals plus actual lodging cost per man day.*
- *Miscellaneous Expenses AT COST.*

**CHUGWATER WATER MASTER PLAN, 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 AVI PC (Consultant), 1103 Old Town Lane, Suite 101, Cheyenne, Wyoming 82009.
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 Effective Date through June 30, 2026. 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 two hundred eight thousand, seven hundred sixty-four dollars (\$208,764.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$21,316.50
2. Information Review	\$10,920.00
3. Growth and Demand Projections	\$ 6,400.00
4. Water Sources	\$11,460.00
5. Inventory, Evaluation, and GIS	\$44,940.00
6. Hydraulic Model	\$18,550.00
7. Recommendations and Cost Estimates	\$16,487.50
8. Economic Analysis and Project Financing	\$10,100.00
9. Discretionary Task	\$15,000.00
10. Draft Report	\$30,570.00
11. Report Presentations	\$ 8,450.00
12. Final Report and Deliverables	<u>\$14,570.00</u>
 <b>TOTAL PROJECT COST</b>	 <b>\$208,764.00</b>

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. Responsibilities of the Commission.**

- 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 seventeen (17) pages; and Attachment B, consisting of one (1) page, 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: Keith Clarey, PG, [keith.clarey@wyo.gov](mailto:keith.clarey@wyo.gov), (307) 777-7626.  
 Consultant: Trey Rinne, PE, [Rinne@avipc.com](mailto:Rinne@avipc.com), (307) 637-6017.
- 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:**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**AVI PC:**

\_\_\_\_\_

Trey Rinne, PE, Principal-In-Charge  
Employer ID #83-0267190

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_

Date

## 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: North Platte River Basin, Platte County, Town of Chugwater, Wyoming. The Town of Chugwater has a population of approximately 163 people and they are served through 174 taps within the corporate limits. The Town is supplied with Brule Formation groundwater from three (3) wells and the wells have a total combined yield of 475 gpm. Two of the wells are located in the center of Town and one well is remote. The wells supply water via transmission pipelines to the two (2) 190,000-gallon, underground, concrete storage tanks, which are located north and west of Town, and the distribution system. The supplied water is treated by chlorination and stored in the tanks. The water system is currently operated using a SCADA system. The Town is experiencing issues because the system is aging and nearing the end of its design life. It has been almost 30 years since the last master plan study was completed for the Chugwater system.
2. Purpose: To perform a Chugwater Water Master Plan, Level I Study. The Town of Chugwater requested a Level I study to identify the components of the existing water system that are deficient and to provide a schedule for improvements. The plan will help the Town in evaluating the current condition of their system and to provide the tools and guidance necessary to assist in the planning, rehabilitation, upgrading, and managing of their system. The master plan would serve as a framework for the Town to establish project priorities and to perform financial planning necessary to meet these priorities. The plan would also provide reconnaissance level information regarding costs and scheduling.
3. History: Some specific items of concern to be addressed during the Chugwater Water Master Plan, Level I Study include:
  - Evaluating a possible problem with Tank No. 1 not being able to maintain capacity and draining a portion of the northern part of the system. This potential water system imbalance has already impacted service to residences in this area.
  - Completely evaluating the infrastructure of Wells 3 and 4 and the efficiency of the wells.

- Investigating the condition of the water sources, transmission, storage, and distribution systems.
- Evaluating system deficiencies and inadequacies throughout the system.
- Upgrading the mapping of the system.
- Investigating expanding the system for future growth and development.
- Investigating the need for an additional well or wells.
- Evaluating the condition of the storage tanks (sp01 & sp02).
- Investigating water loss accountability including leak testing of transmission lines.
- Investigating installation flow meters at the pumps.
- Evaluating the need for system backup power and redundancy.
- Evaluating aging infrastructure, prioritizing needs, preparing conceptual designs and cost estimates, and developing a schedule for replacement.
- Evaluating the need for a new, upgraded SCADA operating system.

Previously completed WWDC project reports include:

- States West Water Resources Corporation, Town of Chugwater Water Supply Master Plan Level I Project, Dec. 1996.
- States West Water Resources Corporation, Town of Chugwater Water Supply Study Level II Project, Final Report, Aug. 1998.
- States West Water Resources Corporation, Town of Chugwater Water Supply Study Level II Project, Executive Summary, Aug. 1998.

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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office

project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

### **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

### **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Town staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

**Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant shall review existing water supplies to determine the status of Source-Water Assessments and Source Water Protection Plans. As applicable, the Consultant shall generate recommendations and costs associated with developing site-specific Source-Water Assessments and Source-Water Protection Plans, and include these items in Tasks 7 and 8 below.

**Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so city staff may perform any required pot-holing to help verify and true-up the city's existing data. The Consultant shall

coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

ADDED SCOPE ALTERNATE: Acquisition of aerial imagery to assist with Task 5 at a not-to-exceed cost of \$2,080.00 was included in this study. The amount of \$2,080.00 has been included into the Task 5 budget for this Contract.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate

with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

GIS data deliverables shall be in accordance with the “WWDO GIS Framework Data Plan” and the accompanying “GIS Standards Technical Memorandum.” (Refer to Section C.2.b. of Attachment A. The standards are applicable to imported existing GIS products as well as newly created GIS products. The Consultant should be mindful of the amount of existing GIS products that will need to be configured to meet the WWDO standards in their cost estimates. Additionally, for entities with existing GIS products, the Consultant should be aware that there may be a need to produce a GIS product that meets the Sponsor’s standards and format in addition to a GIS product that meets the WWDO standards.

### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor’s existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the Town’s system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with Town staff to ascertain the Sponsor’s expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

**Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:



Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 9. Discretionary Task**

The Consultant shall place \$15,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. 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, or portable hard drive copies of the draft GIS (if applicable) which

comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

### **Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

### **Task 12. Final Report and Deliverables**

After incorporation of the Office’s and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", Section C Project Requirements, item #2 for further details. Each USB drive shall have a hard copy table of contents attached.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copy, and one (1) digital copy, of system mapping books for the Sponsor.

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 drive shall have a hard copy table of contents attached. 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 2024**

**AVI, PC**

Senior Principal	\$175.00 per hour
Principal	\$153.00 per hour
Senior Registered Engineer	\$141.00 per hour
Registered Engineer	\$123.00 per hour
Engineer (Non-Registered)	\$104.00 per hour
Senior Planner	\$141.00 per hour
Drainage Engineer	\$135.00 per hour
Planner	\$104.00 per hour
Construction Manager	\$110.00 per hour
Technician I	\$105.00 per hour
Technician II	\$101.00 per hour
Technician III	\$95.00 per hour
Inspector I	\$95.00 per hour
Bookkeeping	\$70.00 per hour
Clerical	\$70.00 per hour
Registered Surveyor	\$140.00 per hour
Party Chief	\$116.00 per hour
Crew Member	\$65.00 per hour
Party Chief/RLS	\$140.00 per hour
<i>** Expert witness and/or legal assistance will bill at 2.5 times the above billing rates.</i>	
<b>TRAVEL CHARGES</b>	
Mileage (Private, State/Municipality/County)	\$0.67 per mile
ATV/Boat Rentals	\$150.00 per day
UTV Rental	\$150.00 per day
<b>EQUIPMENT CHARGES</b>	
Trimble R6 GPS Survey Equipment	\$320.00 per day per unit
Additional Rover	\$20.00 per hour
Trimble R6 GPS Survey Equipment w/2nd Rover	\$60.00 per hour
Digital Level (Trimble/Leica)	\$100.00 per day
Robotic Total Station	\$20.00 per hour/\$160.00 per day
Robotic Total Station w/scanner	\$30.00 per hour/\$250.00 per day
Trailer	\$25.00 per day
<b>LARGE FORMAT PRINTS &amp; PLOTS</b>	
Copies	\$0.25 per square foot
Mylars	\$2.50 per square foot
Outsourced Copies & Postage	Cost
Office Fees (Copies, Phone, Postage, Etc.)	\$300.00 per month
<b>PER DIEM</b>	\$59.00/per day for meals Actual cost/per day for lodging
<b>MISCELLANEOUS EXPENSES</b>	<b>AT COST</b>

**DOUGLAS WATER MASTER PLAN, 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 HDR Engineering, Inc., 7350 Stockman Street, Suite A, Cheyenne, Wyoming 82009.
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 Effective Date through June 30, 2026. 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 two hundred eight-five thousand, forty-two dollars (\$285,042.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<b><u>Task</u></b>	<b><u>Estimated Cost</u></b>
1. Meetings	\$20,486.00
2. Information Review	\$16,270.00
3. Growth and Demand Projections	\$18,520.00
4. Water Sources	\$64,830.00
5. Inventory, Evaluation, and GIS	\$59,223.00
6. Hydraulic Model Update	\$26,560.00
7. Recommendations and Cost Estimates	\$15,250.00
8. Economic Analysis and Project Financing	\$10,740.00
9. Discretionary Task	\$10,000.00
10. Draft Report	\$23,970.00
11. Report Presentations	\$ 8,973.00
12. Final Report and Deliverables	<u>\$10,220.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$285,042.00</b>

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. Responsibilities of the Commission.**

- 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 eighteen (18) 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: Julie Gondzar, [julie.gondzar@wyo.gov](mailto:julie.gondzar@wyo.gov), 307-777-7626.  
 Consultant: Brandon Noble, [brandon.noble@hdrinc.com](mailto:brandon.noble@hdrinc.com), 307-757-9007.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**HDR ENGINEERING, INC.:**

\_\_\_\_\_  
Jason Kjenstad, PE, Senior Vice President  
Employer ID #47-0680568

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## **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: The City of Douglas is located in Converse County, east-central Wyoming, and within the North Platte River Basin.
2. Purpose: To perform a Level I study for the City of Douglas. This study will fully evaluate the infrastructure of the City's water supply system and provide an update to the previous Level I water master plan which was completed in 2010.
3. History: The City of Douglas has experienced several issues with the overall water system, and an update to the 2010 master plan is needed. Aging infrastructure, leak detection, redundancy, high potential for growth and addressing long-term water sustainability are items that the City would like addressed in an updated master plan. A Level I test well study is currently underway through the Wyoming Water Development Commission.

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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in Douglas to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

### **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

### **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with City staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

#### **Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies. This Task shall also include assessing implementation of redundancy on the east side of the City.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to

accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant will review the basic tenants of the North Platte Decree and the ramifications of future water demands by the City of Douglas.

The Consultant shall review existing water supplies to determine the status of Source-Water Assessments and Source Water Protection Plans. As applicable, the Consultant shall generate recommendations and costs associated with developing site-specific Source-Water Assessments and Source-Water Protection Plans, and include these items in Tasks 7 and 8 below.

In addition, the Consultant shall conduct a desktop-level examination of the basis for the Sheep Mountain Well in Douglas being described as a tributary to the North Platte drainage. The Consultant will include a suggested path forward to amending this well's location within the "Green Zone" for groundwater sources considered non-hydrologically tributary to the North Platte River, as it would benefit the City of Douglas. The results from this desktop-level examination will be included in the final master plan report as a separate stand-alone appendix.

#### **Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so city staff may perform any required pot-holing to help verify and true-up the city's existing data. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.

- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

After the initial water loss and leak assessment is completed, as described in Task 5c, and if there are continued concerns about system leakage, the Consultant may pursue an additional evaluation from American Leak Detection. The Consultant will get written authorization from the WWDC before this additional evaluation is pursued and the additional costs for this effort shall not exceed \$10,000 of the Task 5 budget.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated and updated into a comprehensive GIS for the City. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

GIS data deliverables shall be in accordance with the “WWDO GIS Framework Data Plan” and the accompanying “GIS Standards Technical Memorandum.” (Refer to Section C.2.b. of Attachment A. The standards are applicable to imported existing GIS products as well as newly created and updated GIS products. The Consultant should be mindful of the amount of existing GIS products that will need to be configured to meet the WWDO standards in their cost estimates. Additionally, for existing GIS products, the Consultant should be aware that there may be a need to produce a GIS product that meets the Sponsor’s standards and format in addition to a GIS product that meets the WWDO standards.

#### **Task 6. Hydraulic Model Update**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor’s existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the City’s system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with City staff to ascertain the Sponsor’s expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant

shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

### **Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final



reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

### **Task 9. Discretionary Task**

The Consultant shall place \$10,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. 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, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

#### **Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

#### **Task 12. Final Report and Deliverables**

After incorporation of the Office’s and the Sponsor’s review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", Section C Project Requirements, item #2 for further details. Each USB drive shall have a hard copy table of contents attached.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copy, and one (1) digital copy, of system mapping books.

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 drive shall have a hard copy table of contents attached. 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 2024**

**HDR ENGINEERING, INC.**

Managing Principal	\$240/hr
Senior Project Manager	\$230/hr
Project Manager III	\$205/hr
Project Manager II	\$190/hr
Project Manager I	\$180/hr
Engineer VI	\$205/hr
Engineer V	\$190/hr
Engineer IV	\$180/hr
Engineer III	\$155/hr
Engineer II	\$140/hr
Engineer I	\$130/hr
Senior ASME Engineer	\$210/hr
ASME Engineer	\$195/hr
System Integrator Engineer IV	\$210/hr
System Integrator Engineer III	\$195/hr
System Integrator Engineer II	\$165/hr
System Integrator Engineer I	\$125/hr
Engineering/Field Services Technician V	\$190/hr
Engineering/Field Services Technician IV	\$170/hr
Engineering/Field Services Technician III	\$145/hr
Engineering/Field Services Technician II	\$125/hr
Engineering/Field Services Technician I	\$115/hr
Cadd/GIS Technician V	\$165/hr
Cadd/GIS Technician IV	\$145/hr
Cadd/GIS Technician III	\$125/hr
Cadd/GIS Technician II	\$115/hr
Cadd/GIS Technician I	\$110/hr
Right of Way IV	\$205/hr
Right of Way III	\$180/hr
Right of Way II	\$165/hr
Right of Way I	\$130/hr
Right of Way Coordinator	\$105/hr
Environmental Scientist V	\$190/hr
Environmental Scientist IV	\$170/hr
Environmental Scientist III	\$150/hr
Environmental Scientist II	\$135/hr
Environmental Scientist I	\$120/hr

Senior Land Surveyor	\$165/hr
Land Surveyor	\$145/hr
Survey Technician III	\$135/hr
Survey Technician II	\$120/hr
Survey Technician I	\$105/hr
Senior Construction Manager	\$210/hr
Construction Manager	\$195/hr
Construction Engineer III	\$185/hr
Construction Engineer II	\$170/hr
Construction Engineer I	\$145/hr
Construction Inspector	\$115/hr
Strategic Communications/Graphic Designer IV	\$175/hr
Strategic Communications/Graphic Designer III	\$155/hr
Strategic Communications/Graphic Designer II	\$140/hr
Strategic Communications/Graphic Designer I	\$110/hr
Project Controller	\$110/hr
Project Assistant	\$105/hr
Admin Assistant	\$ 80/hr

**DIRECT EXPENSES**

Drone	\$275/day
Traffic Counting Equipment	\$120/hr
Survey/GPS Equipment	\$ 50/hr
Robotic Total Station	\$ 50/hr
Side-by-Side Utility Vehicle	\$ 25/hr
Handheld GPS	\$ 20/hr
Vehicle Mileage	\$0.67/mile

**PRINTING**

B&W 8.5x11	\$0.041 ea
Color 8.5x11	\$0.138 ea
B&W 11x17	\$0.079 ea
Color 11x17	\$0.273 ea
Plots Bond	\$0.459/sq.ft

**OTHER EXPENSES**

Lodging	At Cost
Meals	\$ 59/day
Miscellaneous Reimbursable Expense	At Cost

No markup on subconsultant services. Subconsultant services will be charged at the billing rate.

**GR/RS/SC JPWB REGIONAL WATER MASTER PLAN, 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 Sunrise Engineering, Inc. (Consultant), P.O. Box 609, 770 S. Washington Street, Suite A, Afton, Wyoming 83110.
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 Effective Date through June 30, 2026. 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 thirty-two thousand dollars (\$432,000.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:



<b><u>Task</u></b>	<b><u>Estimated Cost</u></b>
1. Meetings	\$12,700.00
2. Information Review	\$38,700.00
3. Growth and Demand Projections	\$21,100.00
4. Water Sources	\$18,300.00
5. Inventory, Evaluation, and GIS	\$98,700.00
6. Hydraulic Model	\$86,600.00
7. Recommendations and Cost Estimates	\$42,300.00
8. Economic Analysis and Project Financing	\$17,500.00
9. Discretionary Task	\$25,000.00
10. Draft Report	\$48,068.00
11. Report Presentations	\$ 4,320.00
12. Final Report and Deliverables	<u>\$18,712.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$432,000.00</b>

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. Responsibilities of the Commission.**

- 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 eighteen (18) 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: Keith Clarey, PG, [keith.clarey@wyo.gov](mailto:keith.clarey@wyo.gov), (307) 777-7626.  
Consultant: Dave Kennington, PE, [dkennington@sunrise-eng.com](mailto:dkennington@sunrise-eng.com) (307) 885-8500.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**SUNRISE ENGINEERING, INC.:**

\_\_\_\_\_  
Jason J. Linford, PE, Vice President  
Employer ID #87-0395347

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## 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 Basin, Sweetwater County, City of Green River, City of Rock Springs, and adjacent areas of Sweetwater County. The GR-RS-SC JPWB regional water system is comprised of a 32 MGD (million gallons per day) surface Water Treatment Plant (WTP) in Green River serving the distribution systems in the City of Green River, City of Rock Springs, four (4) outlying districts, and one (1) industrial customer. The Board is a political subdivision with members appointed by the cities and county. The JPWB owns the system in the two cities. Each city maintains and operates their respective distribution systems. A previous WWDC Level I water master plan was completed in 2007-2009 (2 phases). This previous plan has been invaluable to the JPWB and the two cities. The project recommendations for the 2007-2009 plan have been completed and an updated study is needed to project the needs into the future. The hydraulic model of the system is the core tool used. The model needs to be updated and the calibration verified. The JPWB utilizes computer hydraulic modeling software to perform system analysis and future planning. The mapping of each distribution system is the responsibility of each respective city or district. The mapping is maintained in various formats utilizing GIS, AutoCAD, as-builts, and paper system maps.
2. Purpose: To perform a GR-RS-SC JPWB Regional Water Master Plan, Level I Study. The JPWB requested a Level I study to identify the components of the existing water system that are deficient and to provide a schedule for improvements. The plan will help the JPWB in evaluating the current condition of their system and to provide the tools and guidance necessary to assist in the planning, rehabilitation, upgrading, and managing of their system. The regional master plan would serve as a framework for the JPWB to establish project priorities and to perform financial planning necessary to meet these priorities. The plan would also provide reconnaissance level information regarding costs and scheduling.
3. History: Some specific items of concern to be addressed during the GR-RS-SC JPWB Regional Water Master Plan, Level I Study include:
  - Evaluating a finished water back-up generator.

- Identifying and quantifying future growth/future demand areas of Sweetwater County, including the Green River South Side Growth Area/Jamestown/I-80 and the Rock Springs Summit Pump Station/Airport/South Baxter Area/Eastside Development Area with system impacts to address future growth.
- Updating hydraulic modeling, including evaluating current hydraulic models, updating network representation, updating existing demands and forecasting future demands, calibrating and validating of updated models, and verifying transient analysis are within acceptable parameters.
- Evaluating the Green River and Rock Springs systems, including transmission and pumping systems, storage tanks (additional and remaining useful life of existing tanks), distribution systems, and treatment (capacity, component life cycle analysis, and conceptual regulatory impacts).
- Reviewing water sources and preparing conservation planning, including review of existing reports, conceptual planning for conservation measures, and quantifying reductions in consumptive use with conservation techniques.
- Preparing recommendations for proposed system improvements, including a comprehensive list of system improvements identified during future growth/demand evaluation (listed above) with a brief description of improvements and quantifying the project components.
- Preparing project cost analyses on prioritizing system improvements, including detailed project descriptions and justifications with detailed cost estimates.

Previously completed WWDC project reports include:

- Nelson Engineering, Final Report, Green River, Rock Springs, Sweetwater County, Joint Powers Water Board, Master Plan, Level I Study, Jan. 2007.
- Nelson Engineering, Final Report, Green River, Rock Springs, Sweetwater County, Joint Powers Water Board, Water System Master Plan Phase 2, Jan. 2009.
- Nelson Engineering, Executive Summary, Green River, Rock Springs, Sweetwater County, Joint Powers Water Board, Water System Master Plan Phase 2, Jan. 2009.
- Nelson Engineering, Executive Summary, Green River, Rock Springs, Sweetwater County, Joint Powers Water Board, Water System Master Plan Phase 1, Jan. 2009.
- Nelson Engineering, Green River-Rock Springs-Sweetwater County Joint Powers Water Board Water Supply Level II Study, Final Report, Jul. 2010.
- Nelson Engineering, Green River-Rock Springs-Sweetwater County Joint Powers Water Board Water Supply Level II Study, Executive Summary, Jul. 2010.
- Keller Associates, Green River West Water Supply Level II Study, Final Report, Aug. 2012.
- Keller Associates, Green River West Water Supply Level II Study, Executive Summary, Aug. 2012.
- Hansen, Allen, & Luce, Inc., Green River-Rock Springs-Sweetwater County Joint Powers Water Board Pipeline Feasibility Study, Level II, Final Report, Nov. 2016.



Hansen, Allen, & Luce, Inc., Green River-Rock Springs-Sweetwater County Joint Powers Water Board Pipeline Feasibility Study, Level II, Executive Summary, Nov. 2016.

Sunrise Engineering, Wind River Zone Level II Study, Final Report, Jul. 2018.

Sunrise Engineering, Wind River Zone Level II Study, Executive Summary, Jul. 2018.

Sunrise Engineering, Green River Rock Springs Sweetwater County Joint Powers Water Board Finished Water Pump Station and Transmission Level II Study, Final Report, Jul. 2019.

Sunrise Engineering, Green River Rock Springs Sweetwater County Joint Powers Water Board Finished Water Pump Station and Transmission Level II Study, Executive Summary, Jul. 2019.

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)
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**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)	\$ _____
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**MATERIALS ONLY TOTAL**

Materials Only Total Project Cost	\$ _____
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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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

**Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

**Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with GR-RS-SC JPWB staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

**Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping

rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant shall review existing water supplies to determine the status of Source-Water Assessments and Source Water Protection Plans. As applicable, the Consultant shall generate recommendations and costs associated with developing site-specific Source-Water Assessments and Source-Water Protection Plans, and include these items in Tasks 7 and 8 below.

#### **Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so city staff may perform any required pot-holing to help verify and true-up the city's existing data. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that



presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.

b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.

c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. of Attachment A. The standards are applicable to imported existing GIS products as well as newly created GIS products. The Consultant should be mindful of the amount of existing GIS products that will need to be configured to meet the WWDO standards in their cost estimates. Additionally, for entities with existing GIS products, the Consultant should be aware that there may be a need

to produce a GIS product that meets the Sponsor's standards and format in addition to a GIS product that meets the WWDO standards.

### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor's existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the GR-RS-SC JPWB's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with GR-RS-SC JPWB staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations

- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

#### **Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project.

The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State

Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 9. Discretionary Task**

The Consultant shall place \$25,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than June 1, 2025. 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, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment "A", Section C Project Requirements, item #2. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

#### **Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

### **Task 12. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment “A”, Section C Project Requirements, item #2 for further details. Each USB drive shall have a hard copy table of contents attached.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copy, and one (1) digital copy, of system mapping books for the Sponsor.

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 drive shall have a hard copy table of contents attached. 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 2024**

**SUNRISE ENGINEERING, INC.**

<b>Work Code</b>	<b>Work Classification</b>	<b>Hourly Rate</b>	<b>Work Code</b>	<b>Work Classification</b>	<b>Hourly Rate</b>
101	Engineer Intern (E.I.T.) I	\$ 118	500	Funding Specialist	\$ 149
102	Engineer Intern (E.I.T.) II	139	510	Plan Reviewer	133
103	Engineer Intern (E.I.T.) III	144	511	Building Inspector I	88
104	Engineer III	160	512	Building Inspector II	108
105	Engineer IV	180	513	Building Inspector III	129
106	Engineer V	199	525	Building Official	149
107	Senior Engineer	215	51	Administrative I	52
110	Principal Engineer	230	52	Administrative II	78
121	Electrical Eng. Int. (E.I.T.) I	133	53	Administrative III	93
122	Electrical Eng. Int. (E.I.T.) II	149	601	GIS Tech I	82
123	Electrical Engineer III	170	602	GIS Tech II	103
124	Electrical Engineer IV	195	611	GIS Specialist I	129
125	Electrical Engineer V	220	613	GIS Analyst	153
126	Principal Electrical Engineer	235	614	GIS Programmer	160
301	Engineering Tech I	87	615	GIS Team Leader	170
302	Engineering Tech II	98	701	Planner I	98
303	Engineering Tech III	118	702	Planner II	113
304	Engineering Tech IV	144	703	Planner III	129
311	Electrical Tech I	100	704	Planner IV	144
312	Electrical Tech II	115	705	Planner V	164
313	Electrical Tech III	135	711	Project Manager I	124
314	Electrical Tech IV	149	712	Project Manager II	146
315	Electrical Tech V	165	930	Survey CAD Tech	147
351	Construction Observer I	93	935	One Man Survey Crew	178
352	Construction Observer II	108	940	Survey Manager	188
353	Construction Observer III	118	945	Registered Surveyor	199
354	Construction Observer IV	129	950	Principal Surveyor	220
401	CAD Drafter I	82			
402	CAD Drafter II	93			
403	CAD Drafter III	115			
404	CAD Drafter IV	129			

**REIMBURSABLE EXPENSE SCHEDULE**

<b>Expense</b>	<b>Rate</b>
Mileage	\$0.67 per mile
Field Vehicle (on site)	\$60 per day
Per Diem Meals	\$60 per day
Snowmobile/ATV & Trailer	\$250 per day
Troxler Nuclear Density Gauge	\$50 per day
High Density Scanner	\$175 per hour
Material Testing Lab Work	Actual Cost
Outside Consultants, Aerial Photography, etc.	Actual Cost
Lodging	Actual Cost
Other Expenses incurred	Actual Cost

**HUDSON WATER MASTER PLAN, 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 HDR Engineering, Inc. (Consultant), 325 Main St, Lander, WY 82520.
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 Effective Date through June 30, 2026. 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 two hundred ten thousand dollars (\$210,000.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$20,000.00
2. Information Review	\$ 6,000.00
3. Growth and Demand Projections	\$21,000.00
4. Water Sources	\$27,000.00
5. Inventory, Evaluation, and GIS	\$47,000.00
6. Hydraulic Model	\$26,000.00
7. Recommendations and Cost Estimates	\$22,000.00
8. Economic Analysis and Project Financing	\$11,000.00
9. Discretionary Task	\$ 9,000.00
10. Draft Report	\$10,000.00
11. Report Presentations	\$ 5,000.00
12. Final Report and Deliverables	\$ <u>6,000.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$210,000.00</b>

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. Responsibilities of the Commission.**

- 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 sixteen (16) 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: George Moser, [george.moser1@wyo.gov](mailto:george.moser1@wyo.gov), 307-777-7626.  
 Consultant: Uriel Shelby, [uriel.shelby@hdrinc.com](mailto:uriel.shelby@hdrinc.com), 307-228-6075.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**HDR ENGINEERING, INC.:**

\_\_\_\_\_  
Jason Kjenstad, PE, Senior Vice President  
Employer ID #47-0680568

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date



## 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. Hudson is located near the confluence of the Little Popo Agie and the Popo Agie Rivers in Fremont County.
2. Purpose. To perform a Level I study for the Town of Hudson.
3. History. Hudson sources potable water from an alluvial wellfield combined with a water treatment plant. The Town has a separate system for high-demand landscape watering areas and some residents use surface water for lawn watering. Hudson does not currently utilize any GIS and does not possess a calibrated hydraulic model. In addition to updated mapping and modeling, this project will develop system improvement recommendations and a plan to address those improvements. In addition, this study will provide an evaluation of alternate water sources and an evaluation of the potential for regionalization.

[http://library.wrds.uwyo.edu/wwdcrept/Hudson/Hudson-Water\\_Supply\\_Level\\_II-Final\\_Report-2009.html](http://library.wrds.uwyo.edu/wwdcrept/Hudson/Hudson-Water_Supply_Level_II-Final_Report-2009.html)

### 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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of one (1) public project meeting in the study area. The Consultant shall be prepared to conduct the meeting in person and/or virtually. The Consultant shall be responsible for setting and conducting the meeting in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

In addition to the public project meeting, monthly coordination meetings with the Sponsor and Office project manager will be necessary during the course of the study. These meetings may be conducted virtually. The Consultant shall be responsible for coordinating the meeting dates and times. The Consultant shall prepare all presentation materials and agendas to ensure efficient meetings and to coordinate project activities.

### **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

### **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Town staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections

available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

#### **Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant shall review existing water supplies to determine the status of Source-Water Assessments and Source Water Protection Plans. As applicable, the Consultant shall generate recommendations and costs associated with developing site-specific Source-Water Assessments and Source-Water Protection Plans, and include these items in Tasks 7 and 8 below.



**Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so town staff may perform any required pot-holing to help verify and true-up the town's existing data. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project

that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and two (2) digital copies, of the service areas and associated features for the Sponsor's use. Two (2) hard copy, and two (2) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

#### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor's existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The calibration shall consist of a series of on-site fire hydrant flow tests, at a minimum of ten (10) locations, while also using digital pressure recorders to evaluate system pressure. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the town's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with town staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

## **Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

**Scenario 1:** Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues

under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 9. Discretionary Task**

The Consultant shall place \$9,000 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 10. Draft Report**

The Consultant shall submit to the Office four (4) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. Two (2) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

#### **Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an

affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

### **Task 12. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 1, 2025. These final documents and materials, shall include fourteen (14) hard copies of the final report and fourteen (14) hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be

modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Two (2) large size hard-copy printouts and two (2) digital copies of the service areas and associated features, and two (2) hard copies and two (2) digital copies, of system mapping books shall be provided.

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 drive shall have a hard copy table of contents attached. 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 2024**

**HDR ENGINEERING, INC.**

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	240
Senior Project Manager	230
Project Manager III	205
Project Manager II	190
Project Manager I	180
Engineer VI	205
Engineer V	190
Engineer IV	180
Engineer III	155
Engineer II	140
Engineer I	130
Senior ASME Engineer	210
ASME Engineer	195
System Integrator Engineer IV	210
System Integrator Engineer III	195
System Integrator Engineer II	165
System Integrator Engineer I	125
Engineering/Field Services Technician V	190
Engineering/Field Services Technician IV	170
Engineering/Field Services Technician III	145
Engineering/Field Services Technician II	125
Engineering/Field Services Technician I	115
Cadd/GIS Technician V	165
Cadd/GIS Technician IV	145
Cadd/GIS Technician III	125
Cadd/GIS Technician II	115
Cadd/GIS Technician I	105
Right of Way IV	205
Right of Way III	180
Right of Way II	165
Right of Way I	130
Right of Way Coordinator	105
Environmental Scientist V	190
Environmental Scientist IV	170
Environmental Scientist III	150
Environmental Scientist II	135
Environmental Scientist I	120
Senior Land Surveyor	165

Land Surveyor	145
Survey Technician III	135
Survey Technician II	120
Survey Technician I	105
<hr/>	
Senior Construction Manager	210
Construction Manager	195
Construction Engineer III	185
Construction Engineer II	170
Construction Engineer I	145
Construction Inspector	115
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Strategic Communications/Graphic Designer IV	175
Strategic Communications/Graphic Designer III	155
Strategic Communications/Graphic Designer II	140
Strategic Communications/Graphic Designer I	110
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Project Controller	110
Project Assistant	105
Admin Assistant	80

**Direct Expenses**

Drone	\$275.00 per day
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Vehicle Mileage	\$0.67 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, meals, subconsultants, shipping, and other incurred expense. Expenses will be billed at cost. Specialty equipment charges apply to specific equipment used on the project.

**SALT RIVER WATERSHED, 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 Y2 Consultants, LLC, 215 E. Simpson Avenue, PO Box 2870, Jackson, WY 83001.
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 Effective Date through June 30, 2026. 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, three hundred forty-three thousand, eight hundred sixty-six dollars and eighty cents (\$343,866.80).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Project Meetings and Public Participation	\$ 59,039.55
2. Review of Background Information	\$ 15,079.20
3. Inventory and Descriptions	\$108,841.90
4. Streamflow Hydrology	\$ 44,437.40
5. Watershed Management and Rehabilitation Plan	\$ 22,927.80
6. Cost Estimates and Economic Analysis	\$ 7,874.35
7. Permits	\$ 15,769.30
8. Discretionary Task	\$ 10,000.00
9. Draft Report	\$ 27,472.50
10. Report Presentations	\$ 22,341.10
11. Final Report and Deliverables	<u>\$ 10,083.70</u>
 <b>PROJECT TOTAL COST</b>	 <b>\$343,866.80</b>

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. Responsibilities of the Commission.**

- 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 twenty-seven (27) pages; and Attachment B, consisting of one (1) page, 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: Mabel Jones, [mabel.jones1@wyo.gov](mailto:mabel.jones1@wyo.gov), 307-777-7635.

Consultant: Bree Burton, [Bree@y2consultants.com](mailto:Bree@y2consultants.com), 307-733-2999.

**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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**Y2 CONSULTANTS, LLC.:**

\_\_\_\_\_  
Brenda Younkin, Manager  
Employer ID #27-2048496

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date



## **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: The Salt River watershed, located primarily in Lincoln County, covers approximately 570,000 acres. The watershed includes approximately 220 stream miles including the mainstem of the Salt River (80 miles) and its major tributaries. Tributaries from the mountains of Wyoming and Idaho include Jackknife Creek, Tincup Creek, Strawberry Creek, Willow Creek, Stump Creek, Swift Creek, Dry Creek, Cottonwood Creek, Spring Creek, Crow Creek and numerous spring creeks which originate in the valley bottom. Reservoirs include Strawberry Creek Reservoir and Upper and Lower Swift Creek Reservoirs.

2. Purpose: To perform a Level I study for the Salt River Watershed.

3. History: The watershed study will evaluate current watershed function, irrigation diversion/conveyance systems, stream health, vulnerability of water systems to wildfire and upland livestock/wildlife water management and rehabilitation opportunities. The study will also consider the impact of subdivision and development on water quality and quantity. Surface water storage including enlargement and/or rehabilitation of existing water storage facilities, current condition of wetlands and riparian areas within the drainage, and geomorphic classification are also of interest. This information will provide baseline information from which the District can pursue implementation of management practices that address the natural resource issues within the drainage.

### **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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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**

Throughout the course of this study, the Consultant shall remain mindful of the following objective statement that pertains to all Wyoming Water Development Commission (WWDC) Watershed Studies:

*The objective of a Watershed Study is to evaluate an individual watershed's existing conditions and, from collaboration with landowners, stakeholders, and public outreach, develop a Watershed Management and Rehabilitation Plan and identify projects that are eligible for funding from WWDC and other sources that may improve or maintain watershed function and systems.*

## **Task 1. Project Meetings and Public Participation**

A scoping meeting shall be held early in the project schedule, in the project area, to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 should be held after the Consultant has thoroughly reviewed all background information as described in Task 2. The meeting location and time shall be coordinated with the Sponsor and Office project manager.

Public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of three (3) public project meetings in the study area. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices and needed materials and prepare the meeting record. Meetings should be scheduled to coincide with fieldwork whenever possible. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study.

The Consultant shall assist the Sponsor with public participation in terms of meetings and outreach that communicates the nature, status, and findings of this study. During the study, public outreach shall also occur as needed for information gathering and to help identify WWDC Small Water Projects and other WWDC water development opportunities. Public participation meetings and outreach are anticipated to involve local landowners, stakeholders, agencies, organizations, representatives of land management activities, and any other interested parties. Outreach may take the form of flyers, postcards, postings, newspaper advertisements, mailings, attendance at District Board meetings, etc. If determined to be valuable for the project by the Office project manager and Sponsor the Consultant may coordinate with the Sponsor to provide information on the Sponsor's website. The website may provide information postings, project updates, mailing signups, and general information exchange/request for information from interested parties.

## **Task 2. Review of Background Information**

The Consultant shall gather and review existing background information available through any number of relevant sources, including, but not limited to: WWDC; Water Resources Data System (WRDS); Wyoming Department of Environmental Quality (WDEQ); Wyoming Game and Fish Department (WGFD); Wyoming State Engineer's Office (WSEO); Wyoming State Geological Survey (WSGS); Wyoming Oil and Gas Conservation Commission (WOGCC); University of Wyoming (UW); U.S. Geological Survey (USGS); Natural Resources Conservation Service (NRCS); U.S. Fish and Wildlife Service (USFWS); U.S. Forest Service (USFS); U.S. Army Corps of Engineers (USACE); Bureau of Land Management (BLM); local conservation districts; and other local agencies and local landowners as appropriate. Gathered and reviewed data may include published

and unpublished literature, public records, research material, numeric data, spatial data, aerial photography data, topographic data, and existing river basin plans.

Deliverables under this task shall include a bibliography of existing studies and descriptions of their applicability to the watershed. A map showing the general location of completed WWDC planning and construction projects and studies shall be provided. Data deliverables shall include a spreadsheet listing existing studies and links or copies of the referenced study.

### **Task 3. Inventory and Descriptions**

This task of the Watershed Study involves an inventory, description, and in some cases, an analysis of the Physical, Biological, and Anthropogenic Systems within the watershed followed by the preparation of written descriptions, maps, charts, tables, GIS data, etc. of specific watershed topics or areas of concern. In some instances, further analyses may be needed in order to formulate conclusions on specific watershed topics. The overall intention of this task is to provide a snapshot of existing conditions within the study area. Intended deliverables for this task for each distinctive watershed topic are as specified within the outlined sections below.

**Inventory:** The inventory is intended as a data gathering effort on specific watershed topics. Overall, it includes the acquisition of information from any number of relevant sources either through remote gathering of various datasets or through field reconnaissance performed specific to this task or in conjunction with Task 5 efforts. Inventoried items and information are expected to be inclusive of, but not limited to historic reports, maps, and documents; interviews with the Sponsor, landowners and stakeholders; electronic files and website downloads; and any field reconnaissance investigations and surveys that are conducted. As part of the inventory, the Consultant shall assess and evaluate each watershed topic to the degree necessary to formulate conclusions and recommendations with respect to fulfilling the objectives of the watershed study. Furthermore, the Consultant should remain cognizant of any previously inventoried features and avoid duplicating work efforts.

**Descriptions:** Written descriptions are expected to consist of narratives contained within the final report. Although the narratives are envisioned to be brief, the Consultant may prepare each to the degree and detail necessary to accurately communicate the nature of each watershed topic. The Consultant shall generally describe the role of each topic in influencing the physical, biological and anthropogenic integrity of the watershed and draw conclusions as applicable.

**Analyses:** Analyses may be required on various watershed topics as agreed upon during the course of this study by the Consultant and the Office project manager. The intention of these analyses is to further refine the acquired information and formulate conclusions necessary to achieve the objectives of this study and subsequent preparation of a watershed plan and project recommendations. All analyses shall be conducted to the degree necessary



to suit the nature of the topic and documented within the final report to fully support any conclusions, plans, or recommendations that are reached. Furthermore, the Consultant should remain cognizant of any previously analyzed topics and avoid duplicating work efforts.

Due to the nature and inherit complexity of topics contained within a watershed study, while conducting this task, the Consultant shall remain responsive to the likelihood of overlap in many of the categories, watershed topics, and issues in terms of inventorying, data collection efforts, written descriptions, and analyses. In addition, the Consultant should maintain a dynamic approach during the course of the study, recognizing limitations of what can be accomplished from a timing and budgetary standpoint, balancing efforts accordingly, and regularly coordinating with the Office project manager and Sponsor.

Table 1 presents an outline of the watershed systems, categories, and watershed topics. This outline is intended as a guide to help organize the following task objectives and steer the Consultant’s focus and structure of the final report. Items within the outline as well as its structure are not intended to be all-inclusive and absolute. During the course of this study, the Consultant may propose additions to, deviations from, or combinations thereof, etc. to any items contained within the outline.

The data sets listed in Table 1 as well as any additions to, deviations from or combinations thereof etc. will be the foundation for developing a user-friendly GIS platform. The Consultant will work with the Sponsor and Office to prioritize watershed systems to be included in the GIS platform. The Consultant will identify recommended software, formats and functionality of the GIS platform to support future planning and development by the Sponsor and other local entities. The Consultant will develop the platform with the assumption that the Sponsor will be responsible for any future licensing or maintenance and provide estimates for any ongoing costs.

**Table 1: Outline of Watershed Systems, Categories, and Topics**

<b>Systems</b>	<b>Categories</b>	<b>Topics</b>
<b>A. Physical Systems</b>	<b>(I) Surface Water</b>	a. Hydrography*
		b. Water Quality
		c. Flooding and Runoff
	<b>(II) Geomorphology</b>	a. Stream Classification*
	<b>(III) Geology</b>	a. Topography
<b>(IV) Climate</b>	a. Precipitation, Temperature, Climate Zones	

<b>B. Biological Systems</b>	<b>(I) Fish and Wildlife</b>	a. Fisheries
		b. Wildlife Habitat, Game, and Sensitive Species (Plant and Animal)
		c. Sage Grouse
	<b>(II) Land Cover</b>	a. Riparian Areas
		b. Wetlands
		c. Vegetation and Plant Communities
<b>C. Anthropogenic Systems</b>	<b>(I) Agricultural Water Use</b>	a. Irrigated Lands*
		b. Irrigation Systems*
	<b>(II) Domestic Water Use</b>	a. Potable Water Systems*
	<b>(III) Water Storage</b>	a. Reservoirs*
		b. Upland Water Storage*
	<b>(IV) Land</b>	a. Land Use
		b. Land Ownership
		c. Land Management and Upland Water Resources
d. Cultural Resources		

\*GIS layer associated with WWDO core data schema.

### A. Physical Systems

The Physical Systems within the watershed shall be cataloged as outlined below with respect to the following categories: Surface Water; Geomorphology; Geology; and, Climate.

#### (I) Surface Water

Specific watershed topics and their respective deliverables under the Surface Water category are described below. In the interest of maintaining consistency, the Consultant shall utilize the National Hydrography Dataset (NHD) as the foundation for all Surface Water inventories, descriptions, and analyses.

a. Hydrography: The Consultant shall establish a foundation for this study by utilizing existing information and sources to develop mapping of all pertinent surface water hydrology features within the watershed, including but not limited to river and stream networks, reservoirs, wetlands, ditches, etc. Inventory and briefly summarize the physical hydrology of the watershed. Utilizing existing information where available, the Consultant shall attribute and label streams accordingly as perennial, intermittent, or ephemeral.

Hydrographic features within the watershed shall be identified, mapped, and described.

Deliverables under the Hydrography topic shall consist of a description contained within the final report and any newly developed GIS data (which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2.). If using existing GIS material, it shall be referenced within the final report as applicable.

b. Water Quality: Water quality for the watershed, including any relevant data associated with Clean Water Act Section 303d listed streams, will be mapped using existing data. Information available from WDEQ, conservation districts and other agencies will be used to develop this map. Wyoming Pollutant Discharge Elimination System (WyPDES) permits shall also be mapped. The latest Wyoming Surface Water Classification List available from the WDEQ-Water Quality Division should be obtained and presented.

Deliverables for Water Quality are anticipated to consist of a written description and a single map and table inserted into the final report, or sourced and referenced (SuiteWater GIS) as appropriate.

c. Flooding and Runoff: The Consultant shall inventory and describe areas and occurrences of flooding, runoff issues, and areas prone to drainage problems within the watershed. Document problem areas through discussions with landowners and other stakeholders within the watershed. As appropriate, discuss any existing Best Management Practices (BMP) that mitigate flooding, runoff, and stormwater issues and appraise their effectiveness. Provide a discussion of qualitative benefits resulting from the implementation of existing or newly proposed BMP as related to ecological enhancement, water quantity, water quality, economic stability, stream corridor or riverine stability.

Deliverables concerning Flooding and Runoff shall consist of a written description. Any newly developed GIS data shall comply with the WWDO GIS Technical Standards specified in Attachment “A”, Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data.

## (II) Geomorphology

Topics and deliverables under the Geomorphology category are projected to consist of the following elements and described individually or in some combination thereof:

a. Stream Classification: The stream systems within the watershed shall be classified using a Level I Rosgen characterization. In addition, any stream classifications relevant to geomorphology that have been developed by WGFD or WDEQ shall be acquired and presented. The intention of morphologic classifications is to better understand channel processes based upon channel form and, for example, to help identify which diversion improvement techniques, channel stabilization measures, and stream restoration or water development projects are appropriate for a particular stream segment. Floodplain connectivity may be mapped using Federal Emergency Management Agency (FEMA) floodplain data, empirical evidence, local input, etc., and integrated into Rosgen analysis to show the floodplain area still connected to the stream.

Deliverables for geomorphology shall consist of a written description and any newly developed GIS data shall comply with the WWDO GIS Technical Standards specified in Attachment “A”, Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data. Applicable analyses and respective conclusions will be fully documented within the final report.

## (III) Geology

Watershed topics and their respective deliverables under the Geology category are envisioned to consist of the following:

a. Topography: The Consultant shall provide a description of the topography within the watershed. The overall terrain, landforms, contours, relief, etc. within the study area should be characterized. Hills, valleys, mountains, plains, plateaus should be described in order to provide a mental picture of the landscape. Provide information on land slope and slope stability relative to its potential effect on water development and storage projects.

Deliverables for Topography are anticipated to consist of a written description inserted into the final report.

#### (IV) Climate

Specific topics and their deliverables under the Climate category are anticipated to involve the following:

a. Precipitation, Temperature, Climate Zones: The overall climate conditions within the watershed shall be characterized in terms of precipitation, temperature, and climate zones. The range of elevations across the watershed should be considered, and the growing season should be assessed and described along with first and last frost dates. The Consultant may make use of local weather sites and PRISM Climate Data (<http://prism.oregonstate.edu>) for this effort which is obtainable from the online mapping server developed by WRDS (<http://www.wrds.uwyo.edu/sco/data/PRISM/PRISM.html>).

Deliverables for the Climate category are anticipated to consist of a written description and any necessary maps, charts, tables, etc. contained within the final report.

#### B. Biological Systems

The Biological Systems within the watershed shall be inventoried as outlined below with respect to the following general categories: Fish and Wildlife; and, Land Cover.

##### (I) Fish and Wildlife

Watershed topics and their respective deliverables under the Fish and Wildlife category are anticipated to consist of some combination of the following topics:

a. Fisheries: Fish distribution, fish passage barriers and all other relevant information shall be described and mapped. The Consultant should refer to WGFD or other applicable agencies. In addition, stream classifications that have been developed by WGFD as related to fisheries shall be acquired and mapped. Existing state-held instream flow water rights within the watershed shall be identified, mapped, and described.

b. Wildlife Habitat, Game, and Sensitive Species (Plant and Animal): The Consultant shall describe and acquire available mapping (or provide reference to online mapping sources, e.g. NREX, SuiteWater GIS) from WGFD of seasonal ranges and migration corridors for big game species as well as critical habitat and birthing areas. Also, the Wyoming Natural Diversity Database (WYNDD) may list many non-game species of concern that may be present within the study area, including fish, birds, amphibians,

mollusks, mammals, and reptiles. A review of literature should be conducted to compile information on wildlife habitat distribution, sensitive, and endangered plant and animal species. The WYNDD should be queried to generate a list of Species of Concern that have been categorized as rare, endemic, disjunct, threatened or otherwise biologically sensitive in the watershed. In addition, species from the BLM or USFS Sensitive Species list will be identified. The most current iterations of the WGFD mapped seasonal, crucial, parturition, migration corridor and migration barrier mapping may be acquired and presented.

c. Sage Grouse: The Consultant shall describe and map the Greater Sage Grouse core area as recognized by WGFD. The Greater Sage Grouse is considered a species of concern and requires additional management consideration throughout the state. Greater Sage Grouse Core Area Mapping and applicable stipulation buffers as defined by Executive Order 2019-3 will be presented.

Deliverables for the Fish and Wildlife topics are anticipated to consist of written descriptions; referenced GIS data source(s) in the final report; and any necessary maps or reference to online maps (SuiteWater GIS), charts, etc. described and inserted into the final report.

## (II) Land Cover

For the Land Cover inventory, describe the influence of land cover on the hydrologic systems and its current conditions. Data may be compiled from the National Land Cover Dataset (NLCD), National GAP Analysis Program (GAP), Landscape Fire and Resource Management Planning Tools (LANDFIRE), and other sources as applicable. Overall, the Consultant shall describe the roles of riparian areas, wetlands, vegetation, and plant communities in enhancing water quality, reducing flood impact, streambank stabilization, and mitigating erosion activity and sediment transport. Topics and deliverables under the Land Cover category are envisioned to consist of the following:

a. Riparian Areas: The Consultant shall describe and map riparian zones within the watershed. Riparian plant and animal communities should be documented using any available data sources. All riparian features within the watershed should be characterized according to their existing conditions and relative abundance within the watershed. Generally, describe the role of riparian areas in influencing the chemical, physical, and biological integrity of the watershed.

b. Wetlands: The Consultant shall map the existing wetlands within the watershed utilizing the National Wetlands Inventory (NWI) created by the USFWS and supplemented with any other available data sources. Generally, describe the role of wetlands in influencing the chemical, physical, and biological integrity of the watershed.

c. Vegetation and Plant Communities: Existing vegetative cover within the study area shall be assessed and mapped using available data sources such as LANDFIRE datasets to help describe existing vegetation types, existing canopy cover, and existing vegetation height. Describe the collective plant life within the study area and discuss how regional climate affects types of plants that survive within the plant community. Vegetation features should be characterized according to their existing conditions and relative abundance within the watershed. Generally, describe the role of vegetation and plant communities in influencing the chemical, physical, and biological integrity of the watershed.

Deliverables for Land Cover topics are anticipated to consist of written descriptions; referenced GIS data source(s) or references to online map applications (SuiteWater GIS) in the final report; any necessary maps, charts, tables, etc. described and inserted into the final report; and any applicable analyses and respective conclusions fully documented within the final report.

### C. Anthropogenic Systems

The Anthropogenic Systems (or those systems relating or resulting from the influence of human activity) within the watershed shall be inventoried as outlined below in terms of the following categories: Agricultural Water Use; Domestic, Municipal, and Industrial Water Use; Storage; and, Land.

#### (I) Agricultural Water Use

Within the Agricultural Water Use category, the Consultant shall acquire any existing irrigated lands mapping and other relevant information pertaining to Agricultural Water Use available from WWDC River Basin Plans (<http://waterplan.state.wy.us/>) or completed WWDC irrigation district master plans (<http://library.wrds.uwyo.edu/wwdcrept/wwdcrept.html>). The Consultant should remain cognizant of previously mapped irrigation features and avoid duplicating work efforts. Supplemental data and information pertaining to water rights and irrigated lands may also be obtained from the WSEO. Specific topics and deliverables under the Agricultural Water Use category are anticipated to be comprise of the following:

a. Irrigated Lands: The Consultant shall gather, review, and describe available irrigated lands mapping and then further evaluate, map, and describe significant changes in irrigated lands by using aerial photos or other remotely sensed data as applicable. Irrigation methods should be identified, mapped, and described according to center pivot, flooding, or other methods. The Consultant shall identify the hydrologic conditions (dry, average, or wet year) to associate with the irrigated lands mapping generated in this task. Methods to classify the dry, average, and wet years may be as defined in WWDC River Basin Plans or proposed by the Consultant.

b. Irrigation Systems: Irrigation water systems within the watershed will be described and mapped. Mapping should include diversions (greater than 2 cfs or as directed by the Office project manager) and their main conveyance systems (ditches, pipelines, etc.) for irrigation systems. Points of diversions and scanned plat maps of ditch locations and names may be sourced from water rights data obtained from the WSEO e-Permit system and its online plat viewer. ePermit conversion tools for initial plotting of diversions may be used as a starting point for mapping irrigation systems, this tool is documented in the WWDO GIS Standards Technical Memo and available on the WWDC's website. Where applicable, the Consultant may utilize diversion records obtained from annual hydrographer records and the SEO Realtime Streamflow Data website ([seoflow.wyo.gov](http://seoflow.wyo.gov)). Reservoirs and wells that supply irrigation districts will be identified on the map. Trans-watershed diversions shall be identified, mapped, and quantified in the report.

Based upon meetings with the Sponsor, stakeholders, and landowners, the Consultant may identify existing smaller irrigation systems and conduct subsequent evaluations. The Consultant shall acquire information necessary to ascertain any rehabilitation that may relate to improving water delivery along with annual or seasonal shortages of water supply or irrigation water delivery issues. Evaluations may define existing issues with water supply, erosion, conveyance losses, seepage, etc. Features such as headgates, diversion structures, and conveyance methods should be evaluated and mapped in the field as needed. Opportunities to improve diversion methods and reduce maintenance through the installation of grade control structures, channel stabilization efforts, or other in-stream improvements shall be identified.

Deliverables for Agricultural Water Use topics shall consist of written descriptions. Any newly developed GIS data shall comply with the WWDO GIS Technical Standards specified in Attachment "A", Section C Project



Requirements, item #2. The Consultant shall be consistent with the format of mapping conveyances and reservoirs and linkages to Water Right documents including Proofs and Application Maps utilized in the Big Sandy Watershed Study. The format will insure the sponsor can build upon their existing water right mapping tools. The WWDO and the Sponsor recognize the value of making these data readily available for ArcGIS users and also to non-ArcGIS users and for potential use by County systems or other web-based systems.

Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data. Applicable analyses and respective conclusions will be fully documented within the final report.

## (II) Domestic Water Use

Within the Domestic Water Use category, the Consultant shall acquire any existing information from WWDC River Basin Plans (<http://waterplan.state.wy.us/>) or master plans that have been prepared (<http://library.wrds.uwyo.edu/wwdcrept/wwdcrept.html>). The Consultant should remain cognizant of previously mapped and described features and avoid duplicating work efforts. Supplemental data and information pertaining to water rights may also be obtained from the WSEO. Specific watershed topics and deliverables under the Domestic Water Use category are envisioned to consist of the following:

a. Potable Water Systems: Municipal, rural, or regional potable water transmission and distribution systems present in the watershed will be identified with key infrastructure features described and mapped. Mapping should include source water diversions, wells, and primary conveyance and storage features. Reservoirs and groundwater sources that supply municipalities, rural, and regional systems should also be identified. Water use should be quantified for domestic, municipal, and rural water users as estimated from water right information obtained from the WSEO ePermit system or any other available source.

Deliverables for Domestic Water Use topics are anticipated to consist of a written description; any newly developed GIS data (packaged and delivered) or existing GIS material sourced and referenced within the final report as applicable; and any necessary maps, charts, tables, etc. inserted into the final report.

## (III) Water Storage

Topics and their respective deliverables under the Water Storage category are anticipated to involve the following:

a. Reservoirs: The Consultant shall identify and map existing reservoirs based on aerial photography and WSEO data and examine any possible needs and opportunities for new or enlarged water storage facilities. Descriptions and mapping of existing water storage facilities greater than 500-acre-feet capacity should include an aerial mapping of the reservoir, water right permits, permitted capacity, end of month average storage, water use type, general condition as it relates to holding water (viable or non-viable), and where the stored water is used. Describe and quantify the permitted total storage at a HUC 10 subwatershed level.

The Consultant shall develop and present a complete and comprehensive document review of previous storage studies done for the proposed watershed study area and provide an evaluation of the outcomes of those studies. An evaluation matrix shall be prepared which summarizes pertinent attributes of each storage opportunity. Summarize the status of any ongoing projects.

Deliverables for the Reservoirs topic shall consist of any newly developed GIS data and shall comply with the WWDO GIS Technical Standards specified in Attachment “A”, Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data. Applicable analyses and respective conclusions will be fully documented within the final report.

b. Upland Water Storage: Existing wildlife and livestock water sources and storage facilities, including but not limited to springs, stock reservoirs, tanks, ponds and stock wells, etc. will be mapped, evaluated, and described. Such facilities will be mapped after confirmation of their existence and supplemented by a brief description of their general condition as it relates to holding water (Functional, Non-functional, Ephemeral or intermittent, Potential) and impacts on water quality and water quantity. Based on this inventory, an assessment of areas in need of additional watering facilities or recommendations to address water storage impacts on water quality and water quantity shall be identified, mapped, and described.

Deliverables for the Upland Water Storage topic shall consist of a written description; and any newly developed GIS data shall comply with the WWDO GIS Technical Standards specified in Attachment

“A”, Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data.

(IV) Land

Specific watershed topics and their respective deliverables under the Land category are anticipated to be inclusive of the following:

a. Land Use: All land uses within the study area shall be described and mapped, including, but not limited to agricultural, urban, commercial, industrial, transportation, power systems, utilities, easements, etc. The Consultant shall acquire Land Use data sets from existing sources or provide reference to SuiteWater GIS, or Natural Resource and Energy Explorer (<https://nrex.wyo.gov/>). The watershed shall be characterized according to its level of development, dominant land use type, and relative water use.

b. Land Ownership: The Consultant shall identify, describe, and map essential details about Land Ownership within the watershed. The composition of federal, state, and private lands and the orientation and locations of ownership parcels should be discussed as related to future development or management strategies and project planning. Land ownership information may be obtained from available sources including the county assessor’s office.

c. Land Management and Upland Water Resources: The Consultant shall identify, describe, and map or provide reference to SuiteWater GIS, or Natural Resource and Energy Explorer (<https://nrex.wyo.gov/>) details about Land Management and Upland Water Resources within the study area. Ascertain where private and public grazing uses are located and identify grazing radius of influence from existing water sources or implementation of any upland water development.

Where requested by the landowner(s), evaluations should be conducted on existing upland water resources. Any potential enhancement and improved water distribution for livestock and wildlife that facilitates grazing management for range resource improvement should be documented. NRCS Ecological Site Descriptions (ESD) may be acquired and mapped as needed to help identify and describe common plant communities and other land cover characteristics of the watershed. The Consultant should identify potential benefits to the watershed through plant community invigorations, reduction of erosion, and stream channel stabilization

achieved from water development projects strategically implemented within the watershed. Other issues and opportunities, such as making beneficial use of produced water and removal of high water demand invasive species, can be examined.

As appropriate, discuss any existing BMP for livestock grazing and ascertain their effectiveness. Provide a discussion of qualitative benefits resulting from the implementation of existing or newly proposed BMP as related to ecological enhancement, soil erosion, water quantity, water quality, economic stability, stream corridor or riverine stability.

Deliverables for the Land Use, Land Ownership, and Land Management and Upland Water Resources topics are anticipated to consist of written descriptions; referenced GIS data source(s) or references to online map applications in the final report; and any necessary maps, charts, tables, etc. described and incorporated into the final report.

d. Cultural Resources: The Consultant shall identify and produce a summary map of any Cultural Resources (or evidence of past human activity) that may exist within the study area. For instance, these may include pioneer homes, buildings or old roads; structures with unique architecture; prehistoric sites; historic or prehistoric artifacts or objects; rock inscription; human burial sites; and, earthworks such as battlefield entrenchments, prehistoric canals, or mounds. The Consultant should acquire or reference information on cultural resources from the Wyoming State Historic Preservation Office as well as the Natural Resource and Energy Explorer (<https://nrex.wyo.gov/>), or SuiteWater GIS.

Deliverables for the Cultural Resources are anticipated to consist of references to online map applications and any necessary maps, charts, tables, etc. contained within the final report.

#### **Task 4. Streamflow Hydrology**

The Consultant shall use previously prepared hydrologic models, existing flow estimates, newly collected gage data, or alternative applicable techniques to characterize streamflow in the watershed. The Consultant should draw upon any previous hydrologic models and sources to avoid unnecessary duplication of efforts. Existing sources may include the spreadsheet models created for WWDC River Basin Plans; WWDC planning and reservoir studies where more comprehensive models may have been developed; or WWDC instream flow hydrologic feasibility reports (<http://library.wrds.uwyo.edu/>). Coordinate with the Office project manager on availability of past hydrologic models or water supply analyses that may be useful for this task.

Streamflow for each HUC 10 should be summarized on a monthly and annual basis for dry, average, and wet years. Methods to classify the dry, average, and wet years may be as used in any prior analyses or proposed by the Consultant. The resulting classification of dry, average, and wet years shall be presented in the final report. Based on the extent and suitability of available past hydrologic models that contain streamflow information, the Consultant may review and summarize that information, refine and update those models, or explore or supplement past efforts with other techniques such as regression equations based on specific basin characteristics like catchment area, elevation, and stream channel geometry. Concurrent discharge measurements and temporary gaging sites may also be considered in order to further quantify streamflow estimates. The methodologies ultimately selected should be fully described in the final report with all supporting data. All modeling input data, regression analysis techniques, assessment methodologies, results, conclusions and any assumptions or limitations therein shall be described and presented. Clearly stipulate whether the resulting streamflow data should be considered gage flow, synthesized flow, virgin flow, depleted or undepleted flow, etc.

Existing stream gage coverage and periods of record shall be assessed and mapped. A map of specific stream reaches and locations shall be labeled according to annual volume for dry, average, and wet streamflow conditions. Hydrographs shall be included in the report to illustrate monthly streamflow for dry, average, and wet years. Specific stream locations within the presented and delivered GIS mapping shall be attributed according to a monthly and annual streamflow basis for dry, average, and wet years. This should be done at a HUC 10 subwatershed level and at all gauge locations.

In terms of water supply, this task should also describe when and where water shortages may be an issue in the watershed and who or what is most likely affected by a dry water year. The Consultant shall explain and map areas that are commonly in regulation and when they typically go into regulation based on discussions with landowners, WSEO hydrographers, and review of annual Hydrographer reports.

Temporary Gaging: Should it be necessary to verify streamflows, the Consultant shall install up to two (2) stage monitoring devices and develop a rating curve (stage-discharge relationship). To establish each stream gage site, the Consultant shall choose the most accessible location to the legacy gauge sites. The Consultant will be responsible for landowner clearance, permitting, equipment acquisition, protocol, installation, operation, maintenance, development of rating curves, data collection, and all appurtenances associated with the operation of the stream gages during the life of the Contract. Gaging sites selected for this study shall be clearly identified within the final report by written description and displayed on maps.

Stage recording and data logging devices may be acquired from the Office for use in this project. The Consultant shall be responsible for providing all other required equipment, including data transfer units, laptops and computers for data upload and processing, software, and all equipment required for the physical installation of each unit. Based upon

site requirements and proximities, the Consultant shall determine and install the proper number of pressure transducers to ensure proper calibration to barometric pressure at each stage recording site if needed. Any equipment provided by the Office under this Contract and all data collected shall be the sole property of the Office and returned to the Office prior to close of Contract. Note that surcharges or rental fees of any kind shall not be billable within this Contract should the Consultant chose not to install equipment available from the Office.

As applicable, the Consultant shall be responsible for seasonal removal of all equipment to prevent its damage. Depending on weather conditions and site accessibility, it is anticipated that equipment may need to be removed for winter and reinstalled in spring.

Deliverables for this task shall consist of any newly developed GIS data, that shall comply with the WWDO GIS Technical Standards specified in Attachment "A", Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data.

#### **Task 5. Watershed Management and Rehabilitation Plan**

The Consultant shall prepare a Management and Rehabilitation Plan (Plan) that establishes specific project suggestions to improve watershed condition and function and provide benefit for wildlife, livestock, and the environment. The Plan is expected to provide an overview of specific improvements that can be implemented to address key opportunities identified within the watershed.

Projects identified in the Plan should be tailored to address any problems or opportunities identified in Tasks 3 and 4 and in collaboration with (or as requested by) landowners, stakeholders, land management agencies, and any other interested parties. The Plan shall identify improvements to land and water management practices within the watershed considering private property and water rights. Landowner and land management agency interviews will be conducted to determine past and present historical management activities and to identify watershed development, management, and rehabilitation opportunities.

The Plan shall identify and recommend watershed development, management, and rehabilitation opportunities in relation, but not limited to, the following watershed functions and facilities:

- Surface water storage: The Consultant may evaluate the potential for new or increased water storage to address seasonal or annual shortages, augment late season streamflow to benefit riparian habitat and wildlife, address sedimentation and flood control, or improve water quality and stream channel stability. Opportunities may be identified through discussions with the Sponsor, local stakeholders, irrigators, and landowners within the basin.

- Irrigation supply systems with emphasis on upgrades, operational improvements, and efficient management techniques including, but not limited to, issues with water quantity, erosion, conveyance loss, infrastructure, and seepage.
- Livestock/wildlife upland water development.
- Groundwater recharge. Identify areas for potential groundwater recharge projects, if appropriate.
- Stream channel condition and stability.
- Wetland development and enhancement.
- Grazing management.
- Mitigation of wildfire impacts on water supply, quality and infrastructure.

The Consultant shall develop a summary table of the recommendations generated during the watershed study. The intention of the table is to provide a guide for the Sponsor in the selection and implementation of the Plan's project recommendations. The following evaluation criteria may be used by the Consultant in the development of the summary table. The Consultant may propose alternate evaluation criteria for consideration with approval by the Office project manager.

- Project type as described above in watershed functions and facilities.
- WWDC program identification: (e.g., Small Water Project Program, conventional, other).
- Supply type: Identify projects as new water supply or rehabilitation.
- Practicality of implementation: Provide a narrative that describes ownership issues, funding concerns, institutional issues, and project durability and sustainability.
- Estimated cost: Proposed project cost estimates as described in Task 6 shall be considered and included in the Plan.
- Funding or financing opportunities: Funding/financing opportunities shall be included in the Plan as described in Task 6.
- Overall benefits to the watershed: (e.g., riparian, wetland, water quality, wildlife, fish passage improvement, and other environmental and recreational purposes, etc.).
- Permitting issues: (e.g., WSEO, USACE, WDEQ, NEPA requirements, environmental reviews, etc.).
- Current public sponsor: Ascertain whether a current public sponsor exists to take the project to the next level.

The Consultant shall prepare conceptual-level designs for project recommendations identified in the Plan. Project descriptions shall be in a format compatible with WWDC Small Water Project Applications. Project designs should include a description of the project and its purpose. Project designs should be of sufficient detail to estimate costs (Task 6), identify fatal flaws (pipelines, transportation, energy transmission, and cultural resources), and any socio-economic impediments to moving forward. The description should include information relevant to completing a WWDC project application.

Within the final report, the Consultant shall include a detailed description of the WWDC Small Water Project Program and the steps necessary to take a project from the application phase to final payment. This shall include a listing of the Sponsor's responsibilities for permitting, design, and project completion.

Deliverables for this task shall include a description and tabulation of the Plan's project recommendations and a supporting map that shows the location of all the identified projects. GIS file deliverables should contain the project location, a project identifier, project type, WWDC program, alternative funding sources, supply type, overall benefits, rough estimates of construction cost and potential volume to be supplied or saved through the development of the project, consistent with WWDC GIS standards referenced in Attachment "A", Section C Project Requirements, item #2.

#### **Task 6. Cost Estimates and Economic Analysis**

The Consultant shall provide cost estimates for the watershed development, management, and rehabilitation projects identified in Task 5. Cost estimates shall be included in the Plan summary table and be calculated and presented by both the total project cost and as unit costs. Costs shall be structured to allow the Sponsor to evaluate proposed project recommendations and shall identify those components that are both eligible and non-eligible for WWDC and Small Water Project Program (SWPP) funding. Costs will also be provided for licensing and maintenance of the user-friendly GIS platform. Estimates shall be based on the year the watershed study is completed.

Cost estimates for small scale projects, such as those eligible for WWDC SWPP Grants, shall be inclusive of the above and consider the past and present project component average costs.

Cost estimates for large scale projects, such as those eligible for WWDC Level III Construction Grants/Loans, shall also be inclusive of the above and include operation and maintenance costs, administrative costs, and debt retirement. WWDC "Repair and Maintenance Account" funding and the cost(s) for water shall be incorporated. Cost estimates for large scale projects shall be prepared as outlined in Section C of this Scope of Services.

Project funding and financing is a critical aspect associated with the implementation of watershed development, management, and rehabilitation projects. This task will provide the necessary information to estimate end costs of project implementation utilizing alternative sources of funding. The Consultant shall provide local, state and federal information regarding potential funding sources, application requirements, and funding eligibility requirements with respect to funding agency criteria and conditions. In addition, the Consultant shall identify the types of Wyoming entities eligible to apply for funding from these funding sources, discuss the process of forming each eligible entity, and the benefits of becoming an eligible entity.



When applicable (i.e., projects requiring extensive engineering and design), the Consultant shall provide an ability to pay analysis which should include the following:

- A financing plan.
- An annual operation cost estimate.
- Identification of sinking fund requirements.
- A determination of the eligibility requirements and level of assistance available for implementation.

The Consultant shall also generate funding and financing recommendations based on annual financial commitments of the Sponsor needed to cover construction costs and meet operation and maintenance obligations.

**Task 7. Permits**

The Consultant shall identify all permits, easements, and clearances necessary for implementation of the Plan and any associated proposed projects or construction activities. This task will include recognition of State of Wyoming Executive Order 2019-3, Greater Sage-Grouse Core Area Protection.

**Task 8. Discretionary Task**

The Consultant shall place \$10,000 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 9. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than August 15, 2025. 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, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review. The Consultant shall provide a pre-release of the usable GIS platform in an online or other suitable format along with any supporting documentation for using and/or updating the platform.

## **Task 10. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

## **Task 11. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before November 3, 2025. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report and 2) Twelve (12) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. 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 hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", 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). The Consultant shall provide a user-friendly GIS platform for future planning and development in an online or other suitable format along with any supporting documentation for using and/or updating the platform. The Consultant will develop the platform with the assumption that the Sponsor will be responsible for any future licensing or maintenance.

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.

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**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2024**

**Y2 CONSULTANTS, LLC**

HOURLY TIME CHARGES		EXPENSE ITEMS	
Administration	\$ 80	Mileage	\$0.67/mile
Engineer 1	\$108	Lodging	At Cost
Engineer 1.2	\$121	Meals	At Cost
Engineer 1.4	\$140	Print, large format (B&W)	\$5.00/ea
Engineer 1.5	\$155	Map, 24x36 (color)	\$30.00/ea
Planner 1.8	\$185	Map, 24x36 (B&W)	\$15.00/ea
Senior PLS	\$275	Mylar, 24x36	\$50.00/ea
Professional Engineer 2	\$200	ATV/RZR	\$100.00/day
Professional Engineer 2.1	\$210	Trimble Robotic Station	\$90.00/hr
Public Engagement Specialist	\$125	Trimble GPS	\$90.00/hr
Range Scientist	\$182	Trimble Scanner	\$120.00/hr
Range/Wildlife Scientist	\$176	EOS Arrow GPS	\$90.00/hr
Rangeland Technician	\$140	UAV - Quad	\$180.00/hr
Water Treatment Technician	\$190	Lath/Hubs/Stakes	\$2.00/ea
Senior Engineer	\$180	Spikes	\$2.00/ea
Senior Planner	\$185	Mag nail	\$2.50/ea
Senior Professional Engineer 1.7	\$170	PLS washer	\$5.00/ea
Senior Professional Engineer 1.75	\$175	Steel fence post	\$20.00/ea
Senior Professional Engineer 1.9	\$190	Rebar	\$4.00/ea
Senior Professional Engineer 2.2	\$220	Rebar & plastic cap	\$7.50/ea
Senior Professional Engineer 3	\$300	Rebar & Surv-Kap cap	\$15.00/ea
Senior Project Engineer 2.5	\$250	Aluminum pipe monument	\$80.00/ea
Senior Project Manager 1.9	\$198	Brass pipe monument	\$110.00/ea
Senior Project Manager 2.75	\$275	PVC Pipe	\$7.50/ft
Survey Crew Chief	\$187	Flagging	\$5.00/roll
Survey Technician 1	\$ 99	Marking paint	\$10.00/can
Survey Technician 1.2	\$127	Aerial Target	\$2.50/ft
Surveyor 1.5	\$150	Third party costs	Cost

**SHOSHONE MUNICIPAL PIPELINE REGIONAL WATER MASTER PLAN,  
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 DOWL, LLC (Consultant), 8410 154<sup>th</sup> Ave. NE, Suite 120, Redmond, WA 98052.
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 Effective Date through June 30, 2026. 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 two hundred fifteen thousand, four hundred and twenty dollars (\$215,420.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$ 15,560.00
2. Information Review	\$ 14,050.00
3. Growth and Demand Projections	\$ 6,900.00
4. Water Sources	\$ 5,220.00
5. Inventory, Evaluation, and GIS	\$ 54,250.00
6. Hydraulic Model	\$ 14,440.00
7. Recommendations and Cost Estimates	\$ 34,740.00
8. Economic Analysis and Project Financing	\$ 12,920.00
9. Discretionary Task	\$ 10,000.00
10. Draft Report	\$ 25,480.00
11. Report Presentations	\$ 5,310.00
12. Final Report and Deliverables	<u>\$ 16,550.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$215,420.00</b>

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. Responsibilities of the Commission.**

- 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 seventeen (17) pages; and Attachment B, consisting of one (1) page, 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](mailto:chace.tavelli@wyo.gov), 307-777-7626.  
 Consultant: Jeff Rosenlund, [JRosenlund@dowl.com](mailto:JRosenlund@dowl.com), 307-672-9006.
- 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, with the exception of professional liability or errors and omissions liability insurance, 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- V 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**DOWL, LLC:**

\_\_\_\_\_  
Jeff Rosenlund, Senior Water Resources Engineer  
Employer ID #:92-0166301

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## **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: The Shoshone Municipal Pipeline (SMP) serves communities and users in Park, and Big Horn counties from the Shoshone River of the Yellowstone River Basin.
2. Purpose: To perform a Shoshone Municipal Pipeline Regional Water Master Plan, Level I Study.
3. History: SMP started to deliver water in October 1991 and continues to deliver water to the seven-member entities (Cody, Powell, Byron, Lovell, Deaver, Frannie, Northwest Rural Water District). At this time the system is running at 31% average day and 61% peak day capacity. Since the initial planning and feasibility report in 1983, and subsequent Level II and III reports in 1986, no other planning reports have been prepared to assist the Joint Powers Board or staff in operational and future planning efforts.

This project will be a Level I Master Plan investigating the entire SMP system and will evaluate the current condition of their water system, structures, and provide the tools and guidance needed to assist in the planning, rehabilitating, upgrading, managing of the system, and planning for future growth to provide a road map for the future.

Previous Reports:

Shoshone Municipal Pipeline Project, Feasibility Study  
Shoshone Municipal Water Supply Project Level II Investigation Report  
Shoshone Municipal Water Supply Pipelines, Level III Interim Report

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 (.acddb, .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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area, and one (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

In addition to the public project meetings, monthly coordination meetings with the Sponsor and Office project manager will be necessary during the course of the study. These meetings may be conducted virtually. The Consultant shall be responsible for coordinating the meeting dates and times. The Consultant shall prepare all presentation materials and agendas to ensure efficient meetings and to coordinate project activities.

### **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

The Consultant, Sponsor, and the Office project manager will determine what existing information will be provided in a digital format as a final deliverable.

### **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Shoshone Municipal Pipeline (SMP) staff. Based on relevancy, the Consultant will review existing planning studies and or speak to the entities served by the SMP to determine where future growth may occur. For example, the growth may occur within the corporate limits of cities and towns and all other areas within the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. If applicable, another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined.

### **Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands.

The Consultant shall review existing water quality reports to determine if water supply sources and distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems. Where applicable, the Consultant shall collect data on the number of households using septic systems, enhanced septic systems, sewage lagoon systems, or wastewater treatment plants to handle wastewater treatment within the Sponsor's water service

area. These data will be used to determine if wastewater treatment, or lack thereof, is presently impacting the water quality or could impact the water quality of the Sponsor's water supply.

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under each permit will be estimated to determine if the water rights must be expanded or altered to accommodate the recommendations in this project, or conversely, if the sponsor has water available for the expansion of the existing system. The Consultant will also review and document any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

### **Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS, or creation of a new GIS, may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work so SMP staff may perform any required pot-holing to help verify and true-up existing data. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

- d. SMP uses spreadsheets to track capital expenditures, expenses, and reserves, those spreadsheets will be reviewed for potential improvements to their record keeping.

The Consultant shall work with the Sponsor to evaluate the management and operation of the SMP water system to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with SMP staff. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics. GIS data deliverables shall meet the requirements of the Sponsor and not be made public. The Consultant shall discuss those requirements with the Sponsor and Office project manager and present a plan for updating, or creating a new, GIS. The Consultant shall provide the Sponsor with GIS products in a published online map format and link new record drawings to the GIS at no additional cost to the project. The GIS developed as part of this study is not subject to Attachment A, Section C.2.b.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

#### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor's existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior. Additionally, and at no additional cost to the project, model calibration will include results from flow testing of the

transmission main and gathering flow and pressure data from SCADA. The Consultant shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission lines, pumping stations, valves, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider all system demands as needed in the evaluation (i.e.: Cities, Towns, Districts, etc.) and incorporate planned development areas and all independent water systems that are supplied from the SMP system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with SMP staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

## **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations

and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

#### **Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5)

years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing



plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

**Task 9. Discretionary Task**

The Consultant shall place \$10,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than May 1, 2025. 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 drives, or portable hard drive copies of the draft GIS (if applicable) which comply with the Sponsor's standards. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

**Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

**Task 12. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached.

Three (3) USB drive or portable hard drive copies of the GIS data according to the Sponsor's standards. Each USB drive shall have a hard copy table of contents attached.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copy, and one (1) digital copy, of system mapping books.

Two (2) USB drives of the compiled existing information agreed upon in Task 2.

Two (2) USB drives of the updated Sponsor's capital expenditures, expenses, and reserves spreadsheets.

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 drive shall have a hard copy table of contents attached. 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 2024**

**DOWL, LLC**

**Personnel Hourly Billing Rates**

Senior Manager II	\$255	Public Involvement Planner	\$130
Senior Manager I	\$235	Geologist IV	\$200
Project Manager IV	\$200	Geologist III	\$175
Project Manager III	\$185	Geologist II	\$150
Project Manager II	\$170	Geologist I	\$130
Project Manager II	\$155	Engineering Technician V	\$145
Engineer VI	\$195	Engineering Technician IV	\$140
Engineer V	\$180	Engineering Technician III	\$125
Engineer IV	\$165	Engineering Technician II	\$110
Engineer III	\$150	Engineering Technician I	\$95
Engineer II	\$135	Professional Land Surveyor V	\$155
Engineer I	\$120	Professional Land Surveyor IV	\$145
Environmental Specialist VI	\$195	Professional Land Surveyor III	\$135
Environmental Specialist I	\$115	Professional Land Surveyor II	\$125
Planner IV	\$175	Professional Land Surveyor I	\$115
Planner III	\$160	Administrative Assistant	\$90
Planner II	\$145	Intern II	\$100
Planner I	\$115	Intern I	\$75
Public Involvement Coordinator	\$150		

**Equipment, Materials & Supplies**

ATVs/Trailer	\$200/day
Boat/Trailer	\$200/day
2 GPS Receivers (Survey Quality)	\$500/day
Each Additional GPS Receiver	\$250/day
UAV (drone)	\$500/day

**Travel, Mileage & Miscellaneous**

Per diem – per person	\$55/day
Vehicle Usage	\$0.67/mile
Lodging	at cost
Airfare	at cost
Printing/Supplies/Postage	at cost
Specialized Software/Hardware	at cost
Subcontractors	at cost
Laboratory Analysis	at cost
Other/ Miscellaneous	at cost
Subconsultants	at cost

**Notes**

1. DOWL's Professional Fee Schedule will not be adjusted during the time period of this project as stated in the original contract.
2. Routine items included at no charge. Special expenses or beyond the normal for postage, office supplies, reproduction, photography, and laboratory analysis will be billed at cost.

Attachment B to Shoshone Municipal Pipeline Regional Water Master Plan, Level I Study  
Between Wyoming Water Development Commission and DOWL, LLC

**SINCLAIR WATER MASTER PLAN, 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 Western Water Consultants, Inc. d/b/a/ WWC Engineering (Consultant), 1849 Terra Avenue, Sheridan, Wyoming 82801.
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 Effective Date through June 30, 2026. 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 one hundred forty-six thousand, seven hundred dollars (\$146,700.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$11,000.00
2. Information Review	\$ 2,900.00
3. Growth and Demand Projections	\$ 4,200.00
4. Water Sources	\$ 6,600.00
5. Inventory, Evaluation, and GIS	\$34,100.00
6. Hydraulic Model	\$13,700.00
7. Recommendations and Cost Estimates	\$28,700.00
8. Economic Analysis & Project Financing	\$10,400.00
9. Discretionary Task	\$ 5,000.00
10. Draft Report	\$13,500.00
11. Report Presentations	\$ 2,700.00
12. Final Report and Deliverables	\$11,900.00
13. Commission Presentation	<u>\$ 2,000.00</u>
 <b>TOTAL PROJECT COST</b>	 <b>\$146,700.00</b>

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. Responsibilities of the Commission.**

- 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 fifteen (15) pages; Attachment A, consisting of sixteen (16) pages; and Attachment B, consisting of one (1) page, 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: George Moser, [george.moser1@wyo.gov](mailto:george.moser1@wyo.gov), 307-777-7626.  
 Consultant: Murray Schroeder, PE, [mschroeder@wwcengineering.com](mailto:mschroeder@wwcengineering.com),  
 307-742-0031.
- 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:**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**WESTERN WATER CONSULTANTS, INC. D/B/A/ WWC ENGINEERING:**

\_\_\_\_\_  
Jack Fritz, Secretary  
Employer ID #83-0250392

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_

Date

## 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: The Town of Sinclair is located in Carbon County Seat and is within the North Platte River Basin.
2. Purpose: The Town of Sinclair requested a water master plan, Level I reconnaissance study to evaluate the current condition of their water system and provide the tools and guidance needed to assist in the planning, rehabilitating, upgrading, and managing of their system.
3. History: The Town of Sinclair and the City of Rawlins entered into a municipal water supply joint powers agreement in October 2002 for a term of 50 years. The current arrangement is that each municipality operates their own water system, however, the City of Rawlins is responsible for supplying all water to the point of delivery for the distribution system at the Town of Sinclair's water storage tank. The Town of Sinclair is then responsible for getting the water from the storage tank into the Town of Sinclair's water distribution system. In exchange for the Town of Sinclair receiving treated water from the City of Rawlins, the City of Rawlins diverts Town of Sinclair-owned water rights for use to be supplied to the Town of Sinclair and to be also used by the City of Rawlins.

Issues surrounding water system infrastructure have led to concerns by the Town of Sinclair as to the stability of their water supplies prompting the town to pursue a Level I study. The study will evaluate the current agreement with the City of Rawlins and identify long-term options and determine the best solution for when the agreement is no longer in effect. The agreement between the two municipalities is for fifty years, twenty years have passed since it went into effect and the Town of Sinclair wants to be prepared for what comes next. The Town of Sinclair would like to explore all available options to provide a more consistent and reliable water system for their residents.

**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%)	\$ _____
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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)
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**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)	\$ _____
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**MATERIALS ONLY TOTAL**

Materials Only Total Project Cost	\$ _____
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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 50% grant. The remaining 50% 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. Meetings**

A kick off meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from all affected parties. Additional project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) project meetings in the study area. The Consultant shall be prepared to conduct the meetings in person and/or virtually.

The Consultant shall be responsible for setting and conducting all meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

#### **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

### **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Town staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. This may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor considering the investments in infrastructure.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the Sponsor and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to industries and others as applicable. The potential for any future high-impact water demand scenarios shall be examined.

### **Task 4. Water Sources**

The Consultant shall gather and analyze data, information, agreements, and anticipated future costs for water purchases, to examine the Sponsor's water supply sources for its public water supply system. The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, and permitted uses. Historic use of water under each permit will be evaluated to determine if the water rights must be expanded or altered to accommodate the recommendations of the project.

The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply by review of available literature.

The Consultant shall review existing water quality reports to determine if distributed water complies with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest potential water quality problems, recommendations will be presented to mitigate these problems.

**Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating GIS mapping. GIS mapping will include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. During this task, the Consultant may coordinate with the Sponsor during field work. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.
- b. Assess the capacity and serviceability of transmission and distribution pipelines, the storage tank, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water in conjunction with a sonic leak detection study. Identify factors that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field mapping limitations.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items

are in addition to the GIS deliverables described in Task 12. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

GIS data deliverables shall be in accordance with the “WWDO GIS Framework Data Plan” and the accompanying “GIS Standards Technical Memorandum.” (Refer to Section C.2.b. of Attachment A. The standards are applicable to imported existing GIS products as well as newly created GIS products. The Consultant should be mindful of the amount of existing GIS products that will need to be configured to meet the WWDO standards in their cost estimates.

### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall create or update the sponsor’s existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the town’s system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with town staff to ascertain the Sponsor’s expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

The Consultant shall also prepare estimates for developing alternate sources of supply, to include groundwater and/or surface water treatment. The estimates shall be reconnaissance level estimates, and need not comply with Attachment A, Section C.3. The estimates should be detailed enough to allow a cursory comparison of user rates between developing alternate sources of supply as compared to continuing operation under the Sponsor's current regional-supply agreement.

### **Task 8. Economic Analysis & Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay for future water-purchase costs.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average

monthly bill for residential water users. In addition, the Consultant shall consider and demonstrate the effects on monthly bills for developing alternate water sources as developed during Tasks 4 and Task 7. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully



distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

### **Task 9. Discretionary Task**

The Consultant shall place \$5,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. 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 "A", Section C Project Requirements, item #2. 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 have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.

#### **Task 11. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. The Consultant shall coordinate with the Office project manager in planning for the presentation to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly. 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 comments, statements, or exhibits received; and other pertinent data. This presentation is independent of the meetings included under Task 1.

#### **Task 12. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Three (3) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook.

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", Section C Project Requirements, item #2 for further details. Each USB drive shall have a hard copy table of contents attached.

Two (2) large size hard-copy printouts and one (1) digital copy of the service areas and associated features, two (2) hard copy, and one (1) digital copy, of system mapping books.

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 drive shall have a hard copy table of contents attached. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

### **Task 13. Commission Presentation**

The Consultant shall budget \$2,000 for a meeting with the Water Development Commission. This task is to allow for a presentation of the final study results, if requested by the Commission. No work will be initiated or funds spent for this task, without direct approval from the Office project manager.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2024**

**WESTERN WATER CONSULTANTS, INC. D/B/A/ WWC ENGINEERING**

<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>	<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>
Professional Level 1	\$125	Technician 4	\$100
Professional Level 2	\$144	Technician 5	\$106
Professional Level 3	\$162	Technician 6	\$111
Professional Level 4	\$178	Technician 7	\$121
Professional Level 5	\$187	Technician 8	\$128
Professional Level 6	\$195	CADD Operator 1	\$86
Professional Level 7	\$202	CADD Operator 2	\$92
Professional Level 8	\$216	CADD Operator 3	\$100
Administrative Assistant	\$77	CADD Operator 4	\$106
Administrative Specialist	\$103	CADD Operator 5	\$111
Technician 1	\$80	CADD Operator 6	\$119
Technician 2	\$86	CADD Operator 7	\$125
Technician 3	\$94	CADD Operator 8	\$136
		Expert Witness	Two times standard billing rate
<i><b>EXPENSES</b></i>	<i><b>FEE</b></i>	<i><b>ENVIRONMENTAL MONITORING</b></i>	<i><b>FEE</b></i>
Subcontractors	Cost	Organic Vapor, O <sub>2</sub> /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost	Water Level/Interface Probe	\$55/day
Miscellaneous Reimbursable Expense	Cost	Disposable Bailer	\$15/each
Vehicle Mileage	\$0.67 / mile	Water Quality - Multi-Parameter Meter	\$50/day
		Water Quality – Expanded Meter	\$105/day
<i><b>OFFICE</b></i>	<i><b>FEE</b></i>	High Capacity In-Line Filter	\$25/each
Photocopies	\$0.15/page	Disposable No-Purge Sampler - Large	\$50/each
Large Format Photocopies - B&W	\$0.60/sq. ft.	Disposable No-Purge Sampler - Small	\$35/each
Large Format Photocopies – Color	\$0.75/sq. ft.	Disposable No-Purge Sampler - Custom	\$75/each
Drawings - Large Format Plots	\$11/sheet	Transducer/Data Logger	\$55/day or \$220/week
Drawings - 11"x17"	\$1.30/page	Flow Meter	\$140/day or \$500/week
		Photoionization Detector	\$95/day
<i><b>FIELD EQUIPMENT</b></i>	<i><b>FEE</b></i>	<i><b>SURVEYING EQUIPMENT</b></i>	<i><b>FEE</b></i>
Generator	\$110/day	UAV (M300 w/ LIDAR)	\$600/flight (2-flight minimum) OR \$12/acre (500-acre minimum)
Fluids Pump	\$110/day	UAV (M300)	\$400/flight (2-flight minimum) OR \$8/acre (500-acre minimum)
Air Compressor	\$55/day	UAV (Phantom/Mavic)	\$300/flight (2-flight minimum) OR \$6/acre (500-acre minimum)
ATV	\$150/day	GPS (Survey Grade)	\$375/day
UTV	\$250/day	GPS (Sub-Meter Accuracy)	\$100/day
UTV with Tracks	\$350/day	Sonar	\$150/day or \$400/week
Tape Reel, Motorized	\$55/day	Robotic Total Station	\$50/hour
Hammer Drill w/Bits	\$25/day	Scanning Total Station	\$75/hour
Power Hand Auger	\$15/hour	Pipeline Locator	\$25/hour
Dynamic Cone Penetrometer	\$50/test	Differential Level	\$15/hour
EGauge Compaction Testing	\$40/test	Survey Rebar & Cap	\$7/each
Nuclear Density Gauge	\$40/test (2-test minimum)	Lath, Survey	\$70/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each

LEVEL II

PROJECTS

-NEW

DEVELOPMENT

CONTRACTS

**CODY AREAS EVALUATION 2024, LEVEL II 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 Engineering Associates (Consultant), 902 13<sup>th</sup> St, PO Box 1900, Cody, WY 82414.
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 Effective Date through June 30, 2026. 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 one hundred thirty-nine thousand dollars (\$139,000.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$ 9,000.00
2. Information Review	\$ 7,000.00
3. Growth and Demand Projections	\$ 9,500.00
4. Water Sources	\$ 4,500.00
5. Inventory, Evaluation, and GIS	\$ 18,500.00
6. Hydraulic Model	\$ 14,000.00
7. Recommendations and Cost Estimates	\$ 19,000.00
8. Economic Analysis and Project Financing	\$ 18,500.00
9. Draft Report	\$ 19,500.00
10. Report Presentations	\$ 7,500.00
11. Final Report and Deliverables	<u>\$ 12,000.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$139,000.00</b>

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. Responsibilities of the Commission.**

- 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 fifteen (15) 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](mailto:chace.tavelli@wyo.gov), 307-777-7626.  
 Consultant: Jed Smith, [jed.smith@eaengineers.com](mailto:jed.smith@eaengineers.com), 307-213-1622.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**ENGINEERING ASSOCIATES:**

\_\_\_\_\_  
Jed Smith, Project Manager  
Employer ID #: 83-0211787

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## 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: City of Cody, Park County, in northwestern Wyoming, Yellowstone River Basin.
2. Purpose: To perform a Cody Areas Evaluation 2024, Level II Study.
3. History: A WWDC Master Plan was completed in 2021 for the City of Cody. In that study, seven areas were identified where water service could be expanded in the future. This project will be to evaluate three of the seven areas for potential expansion. The City of Cody staff believe the three areas in question present the greatest level of opportunity to expand the City's treated water system and provide expansion to their water service area.

Cody is requesting a Level II Feasibility study for potential expansion of City water services into three specific areas identified by the City. The goals of the study are to evaluate the specific water system pumping, storage, and transmission infrastructure needed to serve these areas, and to identify the most cost-effective alternatives for phasing of construction projects in the future. The three growth areas were identified in the 2021 Water Master Plan.

Previous Reports:  
Cody Area Water Supply Level II  
Cody Master Plan Level I  
Cody Water Master Plan Level I

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.

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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public outreach and project informational meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public outreach meetings in the study area, and one (1) additional meeting should be planned and budgeted for to be held at the discretion of the project manager. The Consultant should assume a minimum of three (3) project informational meetings, one meeting within each proposed water service area, to be held with the Sponsor and the property owners. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

## **Task 2. Information Review**

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project. 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, study's recommendations and status of those recommendations.

## **Task 3. Growth and Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's three (3) proposed water service areas. Planning boundaries of the service area will be based on discussions with City staff as to where future growth may occur as well as the type of growth anticipated for the areas.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available from the

Sponsor and county planning agencies. The Consultant shall provide graphic representations of each alternate population projection.

Projected water demands will be developed based on anticipated water users in the areas of concern. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined.

#### **Task 4. Water Sources**

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system. Capacities, diversion rates, pumping rates, and pump capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet future water demands and if so, identify water supply alternatives to meet those demands.

#### **Task 5. Inventory, Evaluation, and GIS**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task such as identifying necessary infrastructure to expand the City's water service to the identified expansion areas. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and updating the City's GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet future water demands developed in Task 3. Identify infrastructure necessary to provide City water to the identified expansion areas. Provide a schedule for the needed improvements as described in Task 7.
- b. Identify necessary processes for maintaining and/or updating water rights with the Wyoming State Engineer's Office for all options relative to addition of the expansion areas to the water system. This could include, but not be limited to, annexation and/or purchasing of property with water rights attached to the lands.

The Consultant shall work with the Sponsor to discuss the management and operation of the public water system to accommodate water service to the proposed areas of expansion. The Consultant shall detail recommended operations of the proposed system. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators.

All mapping and corresponding data sets, existing and updated, shall be consolidated into the City's existing GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics. GIS data deliverables shall meet the requirements of the Sponsor and not be made public. The Consultant shall discuss those requirements with the Sponsor and Office project manager and present a plan for updating the City's GIS. The GIS developed as part of this study is not subject to Attachment A, Section C.2.b.

### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall update the sponsor's existing hydraulic model to include the expansion areas. The model shall not be made available to the public. The Consultant shall model the current system, as necessary, proposed system improvements, and expansion areas. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet future pressure and flow requirements based on multiple scenarios, including average day demand (ADD), maximum day demand (MDD), MDD plus fire flow, and peak hour demand (PHD). System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the city's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with city staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

#### **Task 7. Recommendations and Cost Estimates**

The Consultant shall provide a narrative for each recommendation, and its necessary components, for system improvements and system expansion identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant shall identify and document the required easements, permits, rights-of-way, legal costs, etc., for the proposed recommendations and include them in the cost estimates. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommendations and system improvements and shall be of sufficient detail to accommodate a Level III application. Separate tables will be developed, one with projects eligible for Commission funding and one with projects ineligible for Commission funding. Projects that are Commission eligible may have components that are not eligible for Commission funding. This table will identify both Commission eligible and non-eligible component costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include itemized costs of each project component, construction and design engineering, permitting and mitigation, title of opinion, acquisition of access and rights of way, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

The Consultant shall evaluate whether the project is in the public interest, stipulating if the proposed project functions and services can be served by any person, association or corporation engaged in private enterprise, or if private enterprise has refused to provide the functions and services identified as being required by the proposed project. This information shall be included in the draft and final reports for the project.

#### **Task 8. Economic Analysis and Project Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft

and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF  
Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002  
Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS  
Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601  
Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

### **Task 9. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than May 1, 2025. Five (5) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided. 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, or portable hard drive shall have a hard copy table of contents attached. The project Sponsor shall be provided a copy of this draft report for their review.



**Task 10. Report Presentations**

Following the review of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

**Task 11. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

Two (2) USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each USB drive shall have a hard copy table of contents attached.

Two (2) USB drive or portable hard drive copies of the City's updated GIS data if applicable.

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 drive shall have a hard copy table of contents attached. 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 2024**

**ENGINEERING ASSOCIATES**

<b>ENGINEERING SERVICES</b>	<b><u>Per Hour</u></b>
Engineer's Aide	\$ 80
Resident Project Representative 1	\$ 95
Resident Project Representative 2	\$100
Resident Project Representative 3	\$110
Resident Project Representative 4	\$120
Resident Project Representative 5	\$125
Technician 1	\$ 95
Technician 2	\$100
Technician 3	\$110
Technician 4	\$120
Technician 5	\$125
Engineer-in-Training 1	\$130
Engineer-in-Training 2	\$135
Engineer 1 / Hydrogeologist 1	\$150
Engineer 2 / Hydrogeologist 2	\$170
Engineer 3 / Hydrogeologist 3	\$175
Engineer 4 / Hydrogeologist 4	\$185
Engineer 5 / Hydrogeologist 5	\$195
 <b>SURVEYING SERVICES</b>	
Surveyor's Aide	\$ 80
Survey Technician 1	\$ 95
Survey Technician 2	\$100
Survey Technician 3	\$110
Survey Technician 4	\$120
Survey Technician 5	\$125
Land Surveyor-in-Training 1	\$130
Land Surveyor-in-Training 2	\$135
Land Surveyor 1	\$150
Land Surveyor 2	\$170
Land Surveyor 3	\$175
Land Surveyor 4	\$185
 <b>PROJECT MANAGEMENT SERVICES</b>	
Project Manager 1	\$185
Project Manager 2	\$210
 <b>SUPPORT SERVICES</b>	
Administrative Assistant 1	\$ 80
Administrative Assistant 2	\$ 80
Administrative Assistant 3	\$ 85
CAD Technician 1	\$100
CAD Technician 2	\$110
CAD Technician 3	\$120
CAD Technician 4	\$125

Travel time will be charged at the hourly rates shown above. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at \$315 per hour.

**EQUIPMENT CHARGES**

Survey - GPS or Robotic Station	\$ 70.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – UTV or Four-Wheeler	\$ 250.00 per Day
Vehicle – 2wd / 4wd	\$0.67 per Mile

**MISCELLANEOUS CHARGES**

Commercial travel: meals (\$59.00); lodging (at cost)  
 Other vendor services (records, printing, etc.) will be charged at-cost rates without markup.  
 Subconsultant services will be charged at the billed rate without markup.

**COPYING AND ELECTRONIC SCANNING (FINAL PRODUCTION ONLY)**

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.20 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies – 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 10.00 per Sheet
Color or Mylar Prints – Up to 24" x 36"	\$ 20.00 per Sheet
Scanned Drawing to Electronic File	\$ 15.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD of Scanned Drawings (Electronic Files)	\$ 5.00 Each

**TESTING**

Density Testing	\$ 30.00 Each
Concrete Cylinder Break w/Mold	\$ 50.00 Each
Asphalt or Concrete Cores	\$ 50.00 Each
Pressure Recorder	\$ 50.00 per Day
Holiday or Adhesion Testing	\$ 50.00 per Day
Dry Film Thickness Testing	\$ 75.00 per Day
Turbidimeter	\$ 70.00 per Day
Current Velocity Meter and Datalogger	\$ 120.00 per Day
Bac-T Testing	\$ 30.00 Each/Friday \$100

**SURVEYING MATERIALS**

Stake, Hub, Lath, Spike, Nail or Shiner	\$ 3.00 Each
Rebar (#5 x 24")	\$ 5.00 Each
Conduit (½" x 5' EMT)	\$ 5.00 Each
Paint (per can)	\$ 7.50 Each
Steel Fence Post	\$ 10.00 Each

**SURVEYING MONUMENTS**

1½", 2" and 2½" Aluminum Cap and Rebar	\$ 20.00 Each
¾" Brass Cap and Pipe	\$ 150.00 Each

Items not listed above will be billed at cost.

**GREYBULL WATER SYSTEM IMPROVEMENTS, LEVEL II 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 DOWL, LLC (Consultant), 8410 154<sup>th</sup> Ave NE, Suite 120, Redmond, WA 98052.
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 Effective Date through June 30, 2026. 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 one hundred fifty-nine thousand, eight hundred sixty dollars (\$159,860.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$10,410.00
2. Review of Existing Information	\$12,260.00
3. Population Growth and Water Demand Projections	\$ 4,500.00
4. Inventory and Evaluate Existing Water System	\$12,360.00
5. Pipeline Flow and Leak Tests	\$ 8,200.00
6. Hydraulic Model	\$13,300.00
7. Geotechnical Analysis	\$15,000.00
8. Alternatives Development and Conceptual Designs	\$16,900.00
9. Recommendations and Cost Estimates	\$13,620.00
10. Water System Financing	\$ 7,520.00
11. Discretionary Task	\$10,000.00
12. Draft Report	\$18,680.00
13. Report Presentations	\$ 4,510.00
14. Final Report and Deliverables	<u>\$12,600.00</u>
<b>PROJECT TOTAL COST</b>	<b>\$159,860.00</b>

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. Responsibilities of the Commission.**

- 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 seventeen (17) pages; and Attachment B, consisting of one (1) page, 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: George Moser, [george.moser1@wyo.gov](mailto:george.moser1@wyo.gov), 307-777-7626.  
 Consultant: Tad Rosenlund, [trosenlund@dowl.com](mailto:trosenlund@dowl.com), 307-655-7707.
- 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, with the exception of professional liability or errors and omissions liability insurance, 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- V or better. Any drilling or subsurface exploration subcontractor policies 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.

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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**DOWL, LLC:**

\_\_\_\_\_  
Jeffrey Rosenlund, Senior Water Resources Engineer  
Employer ID #92-0166301

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## **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.** Greybull is located on the banks of the Bighorn River, within Big Horn County. The “Shell Wells” are located near Shell. Shell is about 15-miles east of Greybull, along Shell Creek, at the base of the Bighorn Mountains. The project is located within the Bighorn Basin, an intermontane basin in north-central Wyoming. The Shell Wells primarily source water from the Madison Limestone, with contributions from the Bighorn Dolomite.
2. **Purpose.** To perform a Level II study for the Town of Greybull. Greybull is predominantly supplied from three groundwater wells, with transmission line conveying water to a one-million gallon storage tank. The focus of this study will be on the water transmission line (installed in the 1970s) and on the storage tank (built in the 1960s). This study will evaluate options for repair and replacement to ensure long-term reliability and operation of this system. The study will also evaluate the potential to utilize some components of Big Horn Regional’s infrastructure.
3. **History.** Portions of the Greybull Water Transmission Pipeline (GWTP) were installed in the 1960s, with the final construction in 1973. The GWTP consists of 12- and 14-inch diameter asbestos cement (AC) pipe. In 2006, a Level II Study provided results for the testing and evaluation of the GWTP. The 2006 study evaluated pipe flow conditions, performed leak detection testing, performed hydraulic modeling, and inspected, tested, and evaluated the physical condition of the pipe. At that time, generally the pipeline was a viable component of the Greybull water system. More recently, maintenance staff have been reporting increased leak and repair frequency, leading to questions regarding the long-term viability of the transmission line to supply water, and options for replacement.

In 2015, a Level I Study provided an evaluation of Greybull’s water storage, including the East Side 1.0 MG tank. The study concluded the tank was leaking, more than 50 years old, and had probably reached the end of its regular life cycle. The Study recommended replacing the tank, at that time, and included options for

different tank sizing. In addition, a 2018 tank inspection report noted light staining and blistering throughout all wall quadrants, heavy surface corrosion and staining along roof panels and supports, and small isolated areas of corrosion and blistering throughout all floor quadrants.

[http://library.wrds.uwyo.edu/wwdcrept/Greybull/Greybull-Wells\\_Rehabilitation\\_Level\\_II\\_Study\\_Volume\\_1\\_of\\_2-Final\\_Report-2006.html](http://library.wrds.uwyo.edu/wwdcrept/Greybull/Greybull-Wells_Rehabilitation_Level_II_Study_Volume_1_of_2-Final_Report-2006.html)

[http://library.wrds.uwyo.edu/wwdcrept/Greybull/Greybull-Wells\\_Rehabilitation\\_Level\\_II\\_Study\\_Volume\\_2\\_of\\_2-Appendices-2006.html](http://library.wrds.uwyo.edu/wwdcrept/Greybull/Greybull-Wells_Rehabilitation_Level_II_Study_Volume_2_of_2-Appendices-2006.html)

[http://library.wrds.uwyo.edu/wwdcrept/Greybull/Greybull-Tank\\_and\\_Master\\_Plan\\_Level\\_I-Final\\_Report-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Greybull/Greybull-Tank_and_Master_Plan_Level_I-Final_Report-2015.html)

### 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)	\$ _____
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**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)	\$ _____
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**MATERIALS ONLY TOTAL**

Materials Only Total Project Cost \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

A scoping meeting shall be held early in the project schedule, in the project area, to familiarize the Sponsor with the scope of the project, as well as obtain input from affected parties. The Consultant will prepare a presentation including maps and other visual aids as necessary to explain the project. The Consultant shall budget for a minimum of two additional project meetings in the area. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. Several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study.

The Consultant shall also budget for a meeting in Casper or Cheyenne to present the project results to the Commission. This presentation may be at the request of the Commission for

general informational purposes and/or to act as a technical resource for the sponsor if they intend to seek Level III funding. The Consultant shall notify the Office project manager in advance of any meetings with the project sponsor, and shall coordinate all meetings with the Office project manager.

### **Task 2. Review of Existing Information**

The Consultant will gather and review the existing information related to the Shell Wells and the Shell Well Transmission Pipeline. In addition, the Consultant will review information related to transmission pipelines operated by the Big Horn Regional Joint Powers Board.

Previous reports and/or plan drawings, as-builts, etc. of the water system shall be included in the existing information reviewed. Improvements recommended in these reports should be documented. In addition, the status of those recommended improvements (i.e. ignored, completed, in progress, or pending) should be identified. Recent inspection(s) of facilities and reports generated thereby shall be provided and reviewed.

### **Task 3. Population Growth and Water Demand Projections**

The Consultant shall develop population growth projections for the Sponsor's water service area. Planning boundaries of the service area will be based on discussions with Sponsor's staff as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both.

Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (Refer to <http://eadiv.state.wy.us/>.) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to, those that may be available from the Sponsor and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demands, both current and projected, will be developed based on historic water use records. Alternate demand projections may be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural or independent water districts or systems, industries, and others as applicable. The potential for any future high-impact water demand scenarios shall be examined. The Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

#### **Task 4. Inventory and Evaluate Existing Water System**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system mapping in terms of piping connectivity, looping, location of system components, etc. The Consultant shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 3. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 9.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

The Consultant shall work with the Sponsor to evaluate the management and operation of the public water system in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water metering system to ensure water bills can be, or are based, on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated into

a comprehensive GIS project, and data shall be published to ArcGIS Online. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and two (2) digital copies, of the service areas and associated features for the Sponsor's use. Two (2) hard copies, and two (2) digital copies, of map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

### **Task 5. Pipeline Flow and Leak Tests**

The Consultant shall obtain the services of qualified technicians to perform pipeline flow and leak detection tests. The pipeline flow test will determine the friction factor along a selected segment of the GWTP and help inform the prioritization of segments for replacement. The Town will provide assistance to isolate sections of the GWTP, as needed, for leak detection testing.

### **Task 6. Hydraulic Model**

In conjunction with the updated GIS and water system information obtained in previous tasks, the Consultant shall update the sponsor's existing hydraulic model of its water system. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The model shall analyze the existing and projected systems using an extended period simulation, shall be properly calibrated to available data sets or known system behavior, and shall include water quality, water age, fire flow, and transient analyses where applicable. The Consultant shall evaluate the adequacy of the water transmission and distribution lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on multiple scenarios, including maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas. The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water

systems that are supplied from the Sponsor's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary. The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, the Consultant shall coordinate with Sponsor staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

The Consultant shall construct and execute the hydraulic model to determine system capacity limits in terms of maximum growth potential. Any inactive or planned water taps within the system shall be incorporated into the model. The Consultant shall investigate whether the system has the capacity to effectively serve these taps should they eventually become active.

Within the final report, the Consultant shall fully describe all applicable modeling efforts including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal and Seasonal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Pipe Friction Factors
- Tank Geometry
- Calibration Efforts

### **Task 7. Geotechnical Analysis**

The Consultant shall perform or subcontract for performance of all geological and geotechnical investigations needed to assess the foundation of the subject water system storage tank. The Consultant shall consider location of rock, foundation strengths, areas of slope movement, potential mine voids, coal seams, coal fires, slope stability, and settlement of soil/rock material in their analysis and recommendations. The Consultant shall determine if the soil is or has been corrosive and aggressive to construction materials. This analysis may include both field analysis and laboratory testing and analysis. If applicable, research of abandoned mine lands documents should be performed as part of this task. The Consultant shall be responsible for obtaining any necessary permits and/or easements to perform the geotechnical analysis.

### **Task 8. Alternatives Development and Conceptual Designs**

The Consultant shall develop conceptual designs and cost estimates for each storage alternative including any necessary infrastructure for connecting the storage to the existing system and water supply.

The Consultant shall identify and evaluate reasonable alternatives for transmission, components, and incorporation of existing system infrastructure. The impact of the various alternatives on operation and management shall be considered. The Consultant shall prepare conceptual designs for preferred water supply components selected herein as instructed by the WWDO project manager. This may include pumping facilities, pipelines, storage facilities, etc., and any other appurtenances necessary to make the system function in the manner intended. The Consultant shall include maps, drawings, and other items to clearly present their proposed conceptual designs.

### **Task 9. Recommendations and Cost Estimates**

The Consultant shall develop a listing and descriptions of recommendations for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. The table will identify both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

The Consultant shall evaluate whether the project is in the public interest, stipulating if the proposed project functions and services can be served by any person, association or corporation engaged in private enterprise, or if private enterprise has refused to provide the functions and services identified as being required by the proposed project. This information shall be included in the draft and final reports for the project.

### **Task 10. Water System Financing**

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the Sponsor's current water revenue structure (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare three (3) funding scenarios for consideration by the Sponsor to demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 9. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These three (3) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in water system revenues under the assumption that the Sponsor independently finances the prioritized

recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, report the amount of grant or loan funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant or loan for the project(s) in question. The Consultant shall contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for State Revolving Fund funding.

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RUS in terms of available funding packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)



For RUS

Forms and Guidance:

<http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

### **Task 11. Discretionary Task**

The Consultant shall place \$10,000 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 12. Draft Report**

The Consultant shall submit to the Office two (2) hard copies of a draft report describing the results of all work completed in this study no later than May 1, 2025. Four (4) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format

will also be provided. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided two (2) USB copies of this draft report for their review.

### **Task 13. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The report presentation for this Level II Study shall also serve as a public hearing, with WWDC Office personnel serving as the hearing officer. The script for the hearing will be developed by the Office project manager and shall include the question as to whether there is a private entity interested in providing the proposed project functions and services in lieu of the sponsor. The Office is responsible for publishing a legal notice of the meeting in a statewide newspaper, once each week for three (3) weeks prior to the hearing; and in the local publication up to three (3) times prior to the hearing.

### **Task 14. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 1, 2025. These final documents and materials shall include twelve (12) hard copies of the

final report and twelve (12) hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. 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.

Six (6) 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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached.

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 drive shall have a hard copy table of contents attached. 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 2024**

**DOWL, LLC**

**Personnel Hourly Billing Rates**

Senior Manager II	\$115	
\$255	Public Involvement Coordinator	
Senior Manager I	\$150	
\$235	Public Involvement Planner	\$130
Project Manager IV	Geologist IV	\$200
\$200	Geologist III	
Project Manager III	\$175	
\$185	Geologist II	\$150
Project Manager II	Geologist I	\$130
\$170	Engineering Technician V	\$145
Project Manager II	Engineering Technician IV	
\$155	\$140	
Engineer VI	Engineering Technician III	
\$195	\$125	
Engineer V	Engineering Technician II	
\$180	\$110	
Engineer IV	Engineering Technician I	\$95
\$165		
Engineer III	Professional Land Surveyor V	\$155
\$150		
Engineer II	Professional Land Surveyor IV	
\$135	\$145	
Engineer I	Professional Land Surveyor III	
\$120	\$135	
Environmental Specialist VI	Professional Land Surveyor II	
\$195	\$125	
Environmental Specialist I	Professional Land Surveyor I	
\$115	\$115	
Planner IV	Administrative Assistant	
\$175	\$90	
Planner III	Intern II	
\$160		\$100
Planner II	Intern I	
\$145		\$75
Planner I		

**Equipment, Materials & Supplies**

ATVs/Trailer	\$200/day
Boat/Trailer	\$200/day
2 GPS Receivers (Survey Quality)	\$500/day
Each Additional GPS Receiver	\$250/day
UAV (drone)	\$500/day

**Travel, Mileage & Miscellaneous**

Per diem – per person	\$55/day
Vehicle Usage	\$0.67/mile
Lodging	at cost
Airfare	at cost
Printing/Supplies/Postage	at cost
Specialized Software/Hardware	at cost
Subcontractors	at cost
Laboratory Analysis	at cost
Other/ Miscellaneous	at cost
Subconsultants	at cost

**Notes**

1. DOWL's Professional Fee Schedule will not be adjusted during the time period of this project as stated in the original contract.
2. Routine items included at no charge. Special expenses or beyond the normal for postage, office supplies, reproduction, photography, and laboratory analysis will be billed at cost.

**HOT SPRINGS COUNTY SUPPLY EVALUATION, LEVEL II 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 DOWL, LLC (Consultant), 8410 154<sup>th</sup> Ave NE, Suite 120, Redmond, WA 98052
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 Effective Date through June 30, 2026. 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 three hundred sixty-four thousand, seven hundred ninety dollars (\$364,790.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$24,760.00
2. Review of Existing Information	\$18,440.00
3. Population and Water Demand Projections	\$ 4,400.00
4. Inventory and Evaluate Existing Water Systems	\$29,340.00
5. Groundwater Supply Evaluation	\$37,000.00
6. Regional Supply Considerations	\$ 8,600.00
7. Updates to the Geographic Information System	\$16,860.00
8. Hydraulic Modeling	\$16,500.00
9. Review of Water Rights	\$ 3,860.00
10. Cost Estimates	\$18,900.00
11. Water System Financing	\$ 7,280.00
12. Public Presentation	\$12,890.00
13. Prioritization and Evaluation of Recommendations	\$ 4,400.00
14. Easements and Access	\$71,280.00
15. Discretionary Task	\$30,000.00
16. Draft Report	\$36,340.00
17. Report Presentations	\$ 4,540.00
18. Final Report and Deliverables	<u>\$19,400.00</u>
<b>PROJECT TOTAL COST</b>	<b>\$364,790.00</b>

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. Responsibilities of the Commission.**

- 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 eighteen (18) pages; and Attachment B, consisting of one (1) page, 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: George Moser, [george.moser1@wyo.gov](mailto:george.moser1@wyo.gov), 307-777-7626.  
 Consultant: Jeff Rosenlund, [jrosenlund@dowl.com](mailto:jrosenlund@dowl.com), 307-777-7707.
- 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 with the exception of professional liability or errors and omissions liability insurance 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- V or better. Any drilling or subsurface exploration subcontractor policies 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.

- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**DOWL, LLC:**

\_\_\_\_\_  
Wade Irion, P.E., Water Practice Lead  
Employer ID #92-0166301

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## 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. Hot Springs County Rural Water Joint Powers Board (HSCRWJPB) encompasses the Town of Thermopolis and adjacent water districts. Member entities for the HSCRWJPB are located in Hot Springs County, at the southern end of the Big Horn Basin.
2. Purpose. The first phase of the Level II Study for the HSCRWJPB consists of an evaluation of existing and potential water sources for member entities. This study will evaluate the current condition of the Thermopolis Water Treatment Plant and determine necessary repairs, enhancements, upgrades and/or potential replacement costs associated with long-term and ongoing operation of the Plant. In addition, the project will contain a well-siting study (including a review of previous information, studies, and recommendations), to include preliminary cost estimates associated with the development of those supplies. The Study will also evaluate easement and access concerns, and secure the easements and access (including eventual pipeline alignments). In addition, this Study will develop general cost estimates, and include a breakdown of costs, based on potential taps to be served, and will present the information at public meetings to seek comments and input. Finally, Phase I will develop recommendations for water supplies to serve the Sponsor.
3. History. Multiple efforts over time have attempted to identify regional water-supply sources for the Hot Springs area. These efforts have not yet identified an all-encompassing solution for the region. Entities within HSCRWJPB receive water either directly from, or as subsequent systems to, the Town of Thermopolis. Several of the districts struggle with water age problems. Owl Creek Water District has been under EPA Administrative Order for these challenges, and other districts have reported issues with disinfection by-products.

[http://library.wrds.uwyo.edu/wwdcrept/Big\\_Horn\\_Basin/Big\\_Horn-Regional\\_Ground\\_Water\\_Level\\_II\\_Study\\_Volume\\_I-Final\\_Report-2011.html](http://library.wrds.uwyo.edu/wwdcrept/Big_Horn_Basin/Big_Horn-Regional_Ground_Water_Level_II_Study_Volume_I-Final_Report-2011.html)

[http://library.wrds.uwyo.edu/wwdcrept/Big\\_Horn\\_Basin/Big\\_Horn-](http://library.wrds.uwyo.edu/wwdcrept/Big_Horn_Basin/Big_Horn-)

[Regional\\_Ground\\_Water\\_Level\\_II\\_Study\\_Volume\\_II-Final\\_Report-2011.html](http://library.wrds.uwyo.edu/wwdcrept/Big_Horn_Basin/Big_Horn-Regional_Southern_Water_Supply_Level_II_Study-Final_Report-2011.html)

[http://library.wrds.uwyo.edu/wwdcrept/Big\\_Horn\\_Basin/Big\\_Horn-Regional\\_Southern\\_Water\\_Supply\\_Level\\_II\\_Study-Final\\_Report-2018.html](http://library.wrds.uwyo.edu/wwdcrept/Big_Horn_Basin/Big_Horn-Regional_Southern_Water_Supply_Level_II_Study-Final_Report-2018.html)

[http://library.wrds.uwyo.edu/wwdcrept/Big\\_Horn\\_Basin/Big\\_Horn-Regional\\_Transmission\\_Level\\_II\\_Study-Final\\_Report-2022.html](http://library.wrds.uwyo.edu/wwdcrept/Big_Horn_Basin/Big_Horn-Regional_Transmission_Level_II_Study-Final_Report-2022.html)

[http://library.wrds.uwyo.edu/wwdcrept/Thermopolis/Thermopolis-Master\\_Plan\\_Level\\_I\\_Study-Final\\_Report-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Thermopolis/Thermopolis-Master_Plan_Level_I_Study-Final_Report-2015.html)

Additional reports, topical to the project, are available at:  
<http://library.wrds.uwyo.edu/wwdcrept/wwdcrept.html>

### 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 .apr 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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

A scoping meeting shall be held early in the project schedule, in the project area, to familiarize the sponsor with the scope of the project, and to obtain input from affected parties. The Consultant will prepare a presentation including maps and other visual aids to explain the project. The Consultant shall budget for a minimum of two (2) additional project meetings in the area. The Consultant shall coordinate with the Office project manager prior to organizing any meetings.

The Consultant shall budget for project coordination meetings at the project site as necessary. In the interest of economy, meetings shall be scheduled to coincide with fieldwork, if possible. The Consultant shall notify the Office project manager in advance of any meetings with the project sponsor.

The Consultant shall develop a project website, and utilize ArcGIS Storymaps to engage the public for information collection. The Consultant shall develop the content, monitor and summarize feedback, and engage stakeholders for the study. This website will be updated continuously to reflect progress on tasks through the study, as well as provide a cost-effective solution to gather feedback from the local community.

**Task 2. Review of Existing Information**

The Consultant will gather and review the existing information related to the water supply system. This includes information available through the Sponsor, Office, Water Resources Data System, Wyoming State Engineer's Office, Wyoming Department of Environmental Quality - Water Quality Division, Wyoming State Parks and Cultural Resources, Hot Springs County, Big Horn Regional Joint Powers Board, Town of Thermopolis, and any other sources as appropriate.

Previous reports on area water systems shall be included in the existing information reviewed. Improvements recommended in these reports should be documented. In addition, the status of those recommended improvements (i.e., ignored, completed, in progress, or pending) should be identified.

The Consultant shall review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect this project.

**Task 3. Population and Water Demand Projections**

The Consultant shall develop growth projections for two scenarios: 1) the study area's corporate (municipal, district drinking water only) limits and 2) the study area's water service area (incorporated, districts, Hot Springs State Park, unincorporated, industrial, irrigation, and miscellaneous uses). Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) will be used as the basis of the projections. (See <http://eadiv.state.wy.us/> ) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I, and projections from other sources including, but not limited to those that may be available through municipal and county planning agencies. Another information source may be population projections available in environmental impact statements generated for mineral resource development in the area. The Consultant shall provide graphic representations of each alternate population projection.

Water demand projections will be developed based on historical water use records. Alternate demand projections will be developed that consider the effects of an increasing tiered water rate system. Demand projections should include bulk water sales to rural water districts, industries, and others. The Consultant shall evaluate the existing water metering system to ensure water bills can be or are based on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

One of the coordination meetings described in Task 1 will be held to determine the population projections and planning boundaries. The planning boundaries will be based on discussions as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both. The meeting may result in the consideration of an expanded water service area that could reasonably be served by the Sponsor, considering the investments in infrastructure.

**Task 4. Inventory and Evaluate Existing Water Systems**

The Consultant shall inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future demands developed in Task 3. The Consultant shall identify those components that presently require repair or replacement and shall identify those components that will require repair or replacement within the next twenty (20) years and provide a schedule for the needed improvements.

The Consultant shall assess the capacity of existing water treatment plants, wells, transmission pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, and other major components of the water supply system. The Consultant shall identify restrictions and limitations and make recommendations for improvements needed to address deficits.

**Task 5. Groundwater Supply Evaluation**

The Consultant shall prepare conceptual designs for water supply components to serve a public water system meeting minimum standards set forth by the Wyoming Department of Environmental Quality – Water Quality Division (WDEQ-WQD). This may include source supplies, pumping facilities, pipelines, power transmission facilities, storage facilities, transmission pipelines, distribution pipelines, system controls, etc., and any other appurtenances necessary to make the system function in the manner intended. The Consultant shall include maps, drawings, and other items to clearly present their proposed conceptual designs. Multiple options shall be developed and considered.

**Task 6. Regional Supply Considerations**

The Consultant shall consider multiple options for a regional supply system. The Consultant shall review previous reconnaissance and feasibility studies dealing with a rural transmission/distribution corridor. Concept level transmission, pumping, distribution, storage, controls, and other delivery appurtenances shall be analyzed as well as other potential sponsoring entities. cursory estimates shall be developed as necessary and financing possibilities shall be explored. The Town of Thermopolis shall be consulted to determine its present priorities for future system source supply improvements or development and Hot Springs County shall be consulted regarding present/future planning for residential/commercial/public utility provisions. As the Town Thermopolis is presently the single purveyor and wholesaler of safe drinking water to satellite and/or consecutive water systems in the study area, the Consultant shall formulate and recommend a strategy for a fair model of governance and administration of water supply regionalization including consistent tap fees and tiered rate structures.

**Task 7. Updates to the Geographic Information System**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory

and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing and evaluating options for regional water supply sources. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- b. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands. Identify those components that presently require repair or replacement, those components that will require repair or replacement within the next twenty (20) years, and those components that may require repair or replacement depending on which options are pursued for long-term source water supply. Needed enhancements and upgrades will be presented coincident with the multiple options for regional supply developed during tasks 4, 5, and 6.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS project and data shall be published to ArcGIS Online. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, developing multiple scenarios for regional supply options, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least two (2) large size hard copy printouts, and one (1) digital copy, of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 18. Two (2) hard copy, and one (1) digital copy, map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery.

## **Task 8.      Hydraulic Modeling**

The Consultant shall construct a conceptual hydraulic model or update a current hydraulic model, if available, of the study area water supply systems, utilizing one of the following software platforms or an Office approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)
- EPANET

The Consultant shall model the current and proposed systems for the purposes of offering water system alternatives in this study. The model shall analyze the system using an extended period simulation and shall be properly calibrated to available data sets or known system behavior. The Consultant shall evaluate the adequacy of the water transmission and distribution systems to meet current and future pressure and flow requirements based on maximum day demands. The Consultant shall consider domestic, rural, commercial, municipal, irrigation, and industrial demands as needed along with fire flow needs in the evaluation. The model shall be detailed enough to satisfy the needs of the project and shall be constructed to serve as a baseline to aid in the operation and maintenance of the system. In addition, the model should be constructed to allow for future updates.

The Consultant shall coordinate with the Office project manager in the completion of this task and in terms of the extent of the model and acquisition of model input, including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Tank Geometry
- Calibration Efforts

#### **Task 9. Review of Water Rights**

The Consultant will review the status of the water rights presently serving and conceptually required to serve system configurations considered herein and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, points-of-diversion, well locations, permit conditions & limitations, service areas, status (adjudication, standing, expirations/cancellations) and other pertinent data.

#### **Task 10. Cost Estimates**

The Consultant shall prepare construction cost estimates in tabular form for each of the system improvement options developed in Tasks 4, 5, and 6. The table will be broken down into both Commission eligible and non-eligible costs. The Consultant shall prepare conceptual level cost estimates for those project components. These cost estimates shall be prepared according to the outline in Attachment A, Section C, Project Requirements, and must be of sufficient detail to allow alternatives to be compared.

The Consultant shall also prepare a life-cycle cost analysis for the system improvement options developed in Tasks 4, 5, and 6. This analysis should estimate the life cycle of each component including operation, maintenance, and replacement costs.

The construction cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall work with the Office project manager to determine an appropriate inflation factor that will be applied to the project's current year total cost and projected into the future per the schedule of activities and time-lines developed in Tasks 4, 5, and 6.

The Consultant shall use the cost estimates, combined with population, water demand projections, ongoing costs, and recurring costs to develop multiple scenarios of project options, and multiple infrastructure and construction options to project impact on tap fees for the Sponsor. Consultant shall also describe potential future costs (e.g. surface water treatment costs) and the projected impact to tap fees for the Sponsor.

The Consultant shall also consider the financial impact to Thermopolis associated with removing wholesale water purchases from their operating budget.

The Consultant shall evaluate whether the project is in the public interest, stipulating if the proposed project functions and services can be served by any person, association or corporation engaged in private enterprise, or if private enterprise has refused to provide the functions and services identified as being required by the proposed project. This information shall be included in the draft and final reports for the project.

#### **Task 11. Water System Financing**

The Consultant shall work with the sponsoring entities to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the water enterprise funds set aside from existing water revenues allow the water system to be financially self-supporting or if the sponsoring entities must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.

- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient funds to pay for major repairs and replacement that will be required during the next twenty (20) years.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the current water revenue structure(s) (rates, tap fees, and other) that would support the existing water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for a conceptual water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules developed in Tasks 4, 5, and 6 and the cost estimates developed in Task 10. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These scenarios shall be presented in the draft and final report in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following four (4) scenarios:

1. There will be no state or federal funding assistance.
2. Funding for WWDC eligible components will be in the form of a 50% grant and 50% loan, but funding for WWDC non-eligible components will only be in the form of loans from other programs.
3. To replace the loan available through the Water Development Program for both WWDC eligible and non-eligible improvements, two other loan sources shall be examined: 1) There will be federal loans from Wyoming Drinking Water State Revolving Fund Program (DWSRF); and, 2) There will be federal loans from the USDA Rural Utilities Service (RUS). Both of these federal loan sources shall be considered, analyzed, and presented independently. The Consultant shall contact these agencies early in the project should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency. The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically needed for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of



the differences between DWSRF and RUS in terms of available loan packages and ER requirements. DWSRF and RUS guidance and contact information is as follows:

For DWSRF

Forms and Guidance:

<https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/>

Contact: Stan Miller, State Revolving Funds, Capacity Development, Assistant WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002

Tel 307-777-6371. Email: [stanley.miller@wyo.gov](mailto:stanley.miller@wyo.gov)

For RUS

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact: Bobbi Brooks, Program Specialist, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1217, PO Box 11005, Casper, WY 82601

Tel 307-233-6715. Email: [bobbi.brooks@usda.gov](mailto:bobbi.brooks@usda.gov)

4. There will be grants from the DWSRF, RUS, the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, or any combination of the above, to replace part of the loan available through the Water Development Program for WWDC eligible improvements and/or all or a portion of the non-eligible improvements. The Consultant shall research and fully consider all eligibility requirements, application nuances, and all logistical and timing challenges that may occur, report the amount of grant funds that may be available through each agency, and analyze the probability of the project sponsorship securing a grant for the project(s) in question.

The Consultant shall also develop a dynamic financial model that can be maintained and modified in the future, based on actual funding received, actual revenues, and actual expenditures, to assist the Sponsor with future financial decisions. The model shall allow changes for future rate adjustments, population served, water usage, operational costs, and funding mechanisms.

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming Department of Environmental Quality (DEQ). Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether DWSRF funding is anticipated or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at: <https://deq.wyoming.gov/water-quality/water-wastewater/state-revolving-loan-fund/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding

typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 12. Public Presentation**

The Consultant shall compile information regarding development options, tap fee impacts, and preliminary recommendations for a public presentation. The presentation will provide preliminary findings of the study and will solicit public comment to inform project priorities. The presentation will also provide information relative to the ability for development options to have impacts on other water supplies (including spring flow at the Hot Springs State Park). The Consultant will be responsible for presenting preliminary information, moderating the public comment portion, and creating a record of the comments.

#### **Task 13. Prioritization and Evaluation of Recommendations**

The Consultant shall develop two matrices of recommendations generated during the study. One matrix will address non-structural improvements suggested for the funding, operation, maintenance, and replacement of the system. The second matrix will address needed infrastructure improvements.

The Consultant, in coordination with the Sponsor and the Office project manager, will prioritize the recommendations in both matrices. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall evaluate whether the project is in the public interest, stipulating if the proposed project functions and services can be served by any person, association or corporation engaged in private enterprise, or if private enterprise has refused to provide the functions and services identified as being required by the proposed project. This information shall be included in the draft and final reports for the project.

#### **Task 14. Easements and Access**

The Consultant shall utilize information determined during Task 13 to provide a siting/access plan for necessary project components. The Consultant shall acquire all access easements (between the WWDC and the Landowner), and clearances necessary for project components. **The Consultant shall submit a plan to the Office Project Manager for written approval prior to proceeding with any components of this task.**

**Task 15. Discretionary Task**

The Consultant will place \$30,000 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 written instructions from the Office project manager.**

**Task 16. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than September 15, 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, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment "A", Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review.

**Task 17. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 presentations to ensure adherence to Office established policies and guidelines.

The report presentation for this Level II Study shall also serve as a public hearing, with WWDC Office personnel serving as the hearing officer. The script for the hearing will be developed by the Office project manager and shall include the question as to whether there is a private entity interested in providing the proposed project functions and services in lieu of the sponsor. The Office is responsible for publishing a legal notice of the meeting in a statewide newspaper, once each week for three (3) weeks prior to the hearing; and in the local publication up to three (3) times prior to the hearing.

The Consultant will also budget for a meeting in Casper or Cheyenne to present the results to the

Commission and assist discussions related to future project options.

All presentations under this task are independent of the meetings included under Task 1.

### **Task 18. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before January 31, 2025. These final documents and materials shall include fifteen (15) hard copies of the final report and fifteen (15) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. 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 hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each USB shall be labeled with the project name, contents of the media and date (month and year only).

Three (3) USB drive or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", 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) 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 2024**

**DOWL, LLC**

**Personnel Hourly Billing Rates**

Senior Manager II	\$255	Public Involvement Planner	\$130
Senior Manager I	\$235	Geologist IV	\$200
Project Manager IV	\$200	Geologist III	\$175
Project Manager III	\$185	Geologist II	\$150
Project Manager II	\$170	Geologist I	\$130
Project Manager I	\$155	Engineering Technician V	\$145
Engineer VI	\$195	Engineering Technician IV	\$140
Engineer V	\$180	Engineering Technician III	\$125
Engineer IV	\$165	Engineering Technician II	\$110
Engineer III	\$150	Engineering Technician I	\$95
Engineer II	\$135	Professional Land Surveyor V	\$155
Engineer I	\$120	Professional Land Surveyor IV	\$145
Environmental Specialist VI	\$195	Professional Land Surveyor III	\$135
Environmental Specialist I	\$115	Professional Land Surveyor II	\$125
Planner IV	\$175	Professional Land Surveyor I	\$115
Planner III	\$160	Administrative Assistant	\$90
Planner II	\$145	Intern II	\$100
Planner I	\$115	Intern I	\$75
Public Involvement Coordinator	\$150		

**Equipment, Materials & Supplies**

ATVs/Trailer	\$200/day
Boat/Trailer	\$200/day
2 GPS Receivers (Survey Quality)	\$500/day
Each Additional GPS Receiver	\$250/day
UAV (drone)	\$500/day

**Travel, Mileage & Miscellaneous**

Per diem – per person	\$55/day
Vehicle Usage	\$0.67/mile
Lodging	at cost
Airfare	at cost
Printing/Supplies/Postage	at cost
Specialized Software/Hardware	at cost
Subcontractors	at cost
Laboratory Analysis	at cost
Other/ Miscellaneous	at cost
Subconsultants	at cost

**Notes**

1. DOWL’s Professional Fee Schedule will not be adjusted during the time period of this project as stated in the original contract.
2. Routine items included at no charge. Special expenses or beyond the normal for postage, office supplies, reproduction, photography, and laboratory analysis will be billed at cost.

LEVEL I PROJECTS  
-REHABILITATION  
CONTRACTS

**BIG HORN CANAL IRRIGATION DISTRICT MASTER PLAN, 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 Western Water Consultants, Inc. d/b/a/ WWC Engineering (Consultant), 1849 Terra Avenue, Sheridan, WY 82801.
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 Effective Date through June 30, 2026. 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 two hundred eighty-eight thousand eight hundred dollars (\$288,800.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:



<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$20,300.00
2. Information Collection and Review	\$ 7,100.00
3. System Assessment and Inventory	\$59,100.00
4. Operations and Efficiency Analysis	\$20,900.00
5. SCADA Analysis	\$ 5,700.00
6. Review of Water Rights	\$15,000.00
7. Rehabilitation and Management Plan	\$12,800.00
8. Concept Level Designs and Cost Estimates	\$58,700.00
9. Economic Analysis and Project Financing	\$14,200.00
10. Discretionary Task	\$10,000.00
11. Geographic Information System	\$30,500.00
12. Draft Report	\$16,800.00
13. Report Presentations	\$ 6,700.00
14. Final Report and Deliverables	<u>\$11,000.00</u>
 <b>TOTAL PROJECT COST</b>	 <b>\$288,800.00</b>

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. Responsibilities of the Commission.**

- 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 sixteen (16) pages; and Attachment B, consisting of one (1) page, 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: Mabel Jones, [mabel.jones1@wyo.gov](mailto:mabel.jones1@wyo.gov), 307-777-7635.  
 Consultant: Jackie Carswell, [jcarswell@wwcengineering.com](mailto:jcarswell@wwcengineering.com), 307-742-0031;  
 Justin Terfehr, [jterfehr@wwcengineering.com](mailto:jterfehr@wwcengineering.com), 307-742-0031.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**WESTERN WATER CONSULTANTS, INC. D/B/A/ WWC ENGINEERING:**

\_\_\_\_\_  
Murray Schroeder, Principal  
Employer ID #83-0250392

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## 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: The Big Horn River basin within Big Horn County, Wyoming, near the town of Basin, Wyoming.
2. Purpose: To perform a Big Horn Canal Irrigation District Master Plan, Level I Study.
3. History: The Big Horn Canal Irrigation District was formed in 1993 and the Big Horn Canal was constructed in the early 1900's. The main stem of the Big Horn Canal is over 60 miles long and extends from south of Worland to Greybull. The District has completed numerous projects since the last level II study and new issues have been identified. The most limiting factor currently in the system is inefficient water deliveries.

Nelson Engineering, *Big Horn Canal Feasibility Analysis Level II, Phase II*, Final Report, Jun, 1994

Anderson Consulting Engineers, Inc., *Final Report for Big Horn Canal Rehabilitation Level II Study*, Apr, 2007

Nelson Engineering, *Basin-Big Horn Canal Rehabilitation Project Level II*, Final Report, Dec, 2013

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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

One (1) scoping meeting shall be held early in the project schedule, in the project area to familiarize the Sponsor with the scope of the project as well as obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids as necessary to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

The Consultant should assume a minimum of two (2) project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the Office project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

### **Task 2. Information Collection and Review**

The Consultant shall collect and review all available background information regarding the Big Horn Canal Irrigation District system, to include existing reports, planning documents, maps, surveys, plans/engineering drawings, and other sources of data relating to the system which would be pertinent to the scope of the study. This includes information available through the Sponsor, WWDO, Water Resources Data System, Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division, and any other sources as appropriate. The Consultant shall also review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect the District. Information obtained through this task shall be summarized in a technical memo and used to help direct project work.

The Consultant shall obtain as much relevant historical data as possible, having to do with the Big Horn Canal Irrigation District, and providing it in an organized format.

The Consultant shall obtain and review the District's current GIS. The Consultant shall identify any expansions and modifications necessary to its structure, data tables, data dictionary, mapping, and other components and needed inclusions with respect to the updates required as part of this project and as defined in Task 3. The Consultant shall prepare a technical memorandum that details the proposed GIS. The technical memorandum will detail the data dictionary and GIS mapping activities.

The Consultant shall review any flow records maintained by the Sponsor and work with the Sponsor to document typical seasonal flows.

### **Task 3. System Assessment and Inventory**

The Consultant shall assess the existing conveyance and pipeline system, evaluate all existing structures on the conveyance system, and determine rehabilitation needs. The Consultant shall then produce a summary of existing system facilities. The information and attributes shall be recorded in a format that could be used in ArcGIS. The Consultant shall also make recommendations relative to the prioritization of proposed system upgrades as needed in the Rehabilitation and Management Plan (Task 7). This will include rehabilitation or replacement of aging infrastructure and other system upgrades as identified by the Consultant. The system assessment will be developed as described below:

- a. The Consultant will conduct an engineering evaluation of each structure, noting any deficiencies. The consultant shall examine and identify structures requiring maintenance or redesign. Structure stability and ongoing erosion issues shall be identified. The term ‘structure’ denotes any physical device built to convey, regulate, or measure discharge.
- b. The Consultant shall inventory and map the conveyance and lateral distribution systems and determine rehabilitation needs. As part of this subtask, the Consultant shall also conduct a seepage analysis and geotechnical analysis as discussed below:
  - i. The Consultant shall investigate the locations and estimate amounts of seepage lost within the system. The Consultant shall coordinate with the Sponsor, conduct visual inspections, and review flow data when available to identify seepage areas and estimate the magnitude of seepage losses. The Consultant shall then develop a prioritized list of recommended seepage reduction improvements and incorporate them into the other improvements recommended in the Rehabilitation and Management Plan (Task 7). Part of the Consultant’s system evaluation may be to identify locations where measurement structures could be placed to begin to develop long-term accurate flow data necessary to better determine seepage areas.
  - ii. The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for physical structures. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. The consultant shall map locations with identified geologic hazards.
- c. The Consultant will conduct easement and right of way mapping of property owners adjacent to the Sponsor’s canals and laterals within the irrigation system.

This information will be compiled, mapped and provided in the final report with descriptions of easement type and if possible the last date the right of way was exercised. The Consultant shall assess the location of each canal, lateral, and structure with respect to the present and future encroachment of subdivisions, residential units and/or other structures or dwellings. The Consultant shall recommend appropriate solutions and prioritize improvements to preempt potential liability issues in terms of potential structure failure and subsequent flooding. This analysis will be incorporated into the Rehabilitation and Management Plan (Task 7).

d. The Consultant shall incorporate field drainage mapping into the GIS if requested by the Sponsor. The Consultant shall coordinate with the Office project manager on the extent and methodology used to develop the above and below ground drainage structures. For buried, closed drains mapping, existing historic mapping can be used, georeferenced, digitized into the GIS, and then corrected in the field to actual features located on the ground as applicable. Persons with local knowledge and maintenance experience as well as drain outlets can be used to help find drains. The Consultant shall map drains as much as possible and at a minimum, provide feature classes for point and linear features. A data field will be provided to indicate how the data was acquired – existing mapping or field mapping.

#### **Task 4. Operations and Efficiency Analysis**

The Consultant will evaluate the potential for delivery system conservation opportunities and review current District operations including water appropriation and water rights. Irrigation methods will be inventoried, if possible. The Consultant shall determine farm delivery requirements for the irrigated acreage within the Big Horn Canal Irrigation District. The Consultant will conduct an on-farm efficiency analysis which will include an evaluation of improving irrigation application efficiencies under the existing land ownership configuration. The Consultant will also conduct an analysis of water delivery efficiency which will include an evaluation of system water loss. The Consultant shall recommend and detail any needed procedural changes in the management and operation of the system.

#### **Task 5. SCADA Analysis**

The Consultant shall review the Sponsors current SCADA operations and develop a plan to provide additional SCADA integration throughout the system. The Consultant will review the Sponsor's current plan for SCADA integration and provide professional advice, recommend any modifications, and further develop the plan, identifying selected locations and priority of SCADA implementation to effectively improve the Sponsor's system operations.

#### **Task 6. Review of Water Rights**

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. As applicable, the Consultant will also review any water

supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

Water rights mapping shall be included in the updates to the Sponsor's GIS. The Consultant shall search the State Engineer's Office (SEO) database for permits associated with the Big Horn Canal Irrigation District and map those lands rights to the quarter-quarter or resurvey tract level. Supplemental supplies and groundwater rights on these lands will be mapped if applicable. If necessary, the Consultant shall also work with personnel from the SEO to verify the water rights and ensure that the most recent water rights are mapped to the Sponsor's and/or WWDO current standards.

#### **Task 7. Rehabilitation and Management Plan**

Based on the work completed in Tasks 1 through 6, the Consultant will prepare a rehabilitation plan for the delivery system. The plan will include the most effective and feasible options for providing reliable conveyance of water through the project area including options and alternatives for mitigation of issues and concerns detailed in the above tasks. The Consultant, in conjunction with the Sponsor and the Office Project Manager, will prioritize the needs by their immediacy, i.e. those requiring immediate attention and/or action. Needed improvements should be prioritized for consideration by the sponsor. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority. Non-structural improvements shall also be noted separately during the completion of this task. All proposed system improvements (structural and non-structural) shall be summarized and provided in the draft and final reports. Any permits necessary for the completion of such rehabilitation efforts shall be clearly identified.

Ultimately, the Consultant will recommend the best options for meeting the Districts water supply and operations/management needs. This task will be completed in sufficient detail to allow the project sponsor to determine which prioritized construction options are most economically feasible.

All project recommendations should be mapped in the report and recorded in the GIS with the following attributes: a project identifier, project type (New or Rehabilitation), WWDC program, water supply type, estimates of construction cost (Task 8), and potential volume to be supplied or saved through the development of the project, consistent with WWDC GIS standards referenced in Attachment "A", Section C Project Requirements, item #2.

#### **Task 8. Concept Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the phased construction costs of project alternatives which correlate with the sponsor's schedule as indicated in the rehabilitation plan as prepared. These cost estimates must include all permitting costs, easements, and clearances necessary for the recommended system improvements.

These cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared. The cost estimates shall also be of sufficient accuracy to support a legislative request for Level III Construction funding if applicable.

### Surveying

The consultant shall be responsible for any surveying necessary to prepare conceptual designs. The Consultant shall prepare maps depicting ownership of those lands that are required for construction of the projects and operation of the facilities.

### Geological/Geotechnical Investigations

The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for any placement of pipeline. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. Subsurface evaluations shall be conducted as needed. The Consultant shall conduct sufficient soil testing as necessary to determine if the soil is corrosive and aggressive to pipe materials. This analysis may include both field analysis and laboratory testing and analysis.

## **Task 9. Economic Analysis and Project Financing**

The Consultant shall provide an ability to pay analysis and, if necessary, recommend adjustments to the District's revenues/rates. This analysis will be used to determine if the Sponsor has the ability to pay for projects based on their current revenue structure or if the Sponsor will need to raise their rates. The Consultant shall provide recommendations for rate structures based on annual financial commitments of the sponsor needed to cover construction costs, operation and maintenance obligations, and a repair and replacement and emergency accounts. The Consultant shall consider all of the District's income and expenditures. The analysis will be based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in the District's system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC eligible components will be in the form of a 50% grant from WWDC and a 50% loan (4% interest / 30-year term) from the WWDC, and funding for WWDC non-eligible components will only be in the form of Sponsor contribution from current or proposed revenues.



Scenario 3: The Consultant shall identify additional funding sources outside of the WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund potential WWDC non-eligible components that are necessary for the completion of a Level III construction project. The U.S. Department of Agriculture, U.S. Bureau of Reclamation (e.g. WaterSMART), Wyoming DEQ-WQD Clean Water Act Section 319, Natural Resources Conservation Service (e.g. EQIP), and other eligible state and federal funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance see Section C.6, of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, document the amount of grant or loan funds that may be available through the additional funding sources, and analyze the probability of the Sponsor securing a grant or loan from one or more of the additional funding sources for the project(s) in question. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, notices of funding opportunity, supplements, information, etc. from each agency, and contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall document all of this information in the final report including conversations held.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for WaterSMART or EQIP funding.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the available funding. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 10. Discretionary Task**

The Consultant shall place \$10,000 of the proposed project budget in this discretionary task. The task is included to allow changes in the scope as the project develops or as new issues are discovered. The consultant and WWDO 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 written instruction from the Office project manager.

## Task 11. Geographic Information System

The Consultant shall map the system in accordance with the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at <http://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:

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 populating all relevant field attributes with contract number, primary consultant, date modified, and accuracy being required. 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. If a feature class in the

template is not populated or field attributes are not populated indicate the reason for this in metadata. 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 shall be provided as ESRI ArcGIS .mxd, or .aprx files saved with relative path names to data sources.

The Consultant will also provide training in the use of the ArcGIS software as it pertains to the sponsor’s system. The Consultant will use the mapping product prepared for this project for the training. This will help the sponsor become familiar with the mapping data and educate the sponsor in the everyday operation of the software.

As an approved Scope Alternative, the Consultant will develop a web based ArcGIS Online (AGOL) map. The data will be hosted on the Consultant’s servers and include a private online map link. Consideration will be given to combining this with ArcGIS Collector to allow opportunity for updating attribute to facilitate data updates, collection and documentation of maintenance tasks. The user interface will be programmed to support future modifications to datasets and workflow. The Contractor will provide one (1) year post study access and maintenance. After the initial year the site will be maintained via a separate contract between the Sponsor and a Contractor.

## **Task 12. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. 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 “A”, Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review.

### **Task 13. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

### **Task 14. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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 hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. 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 according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment "A", 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) 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 2024**

**WESTERN WATER CONSULTANTS, INC. D/B/A/ WWC ENGINEERING**

<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>	<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>
Professional Level 1	\$125	Technician 4	\$100
Professional Level 2	\$144	Technician 5	\$106
Professional Level 3	\$162	Technician 6	\$111
Professional Level 4	\$178	Technician 7	\$121
Professional Level 5	\$187	Technician 8	\$128
Professional Level 6	\$195	CADD Operator 1	\$86
Professional Level 7	\$202	CADD Operator 2	\$92
Professional Level 8	\$216	CADD Operator 3	\$100
Administrative Assistant	\$77	CADD Operator 4	\$106
Administrative Specialist	\$103	CADD Operator 5	\$111
Technician 1	\$80	CADD Operator 6	\$119
Technician 2	\$86	CADD Operator 7	\$125
Technician 3	\$94	CADD Operator 8	\$136
		Expert Witness	Two times standard billing rate
<i><b>EXPENSES</b></i>	<i><b>FEE</b></i>	<i><b>ENVIRONMENTAL MONITORING</b></i>	<i><b>FEE</b></i>
Subcontractors	Cost	Organic Vapor, O <sub>2</sub> /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost	Water Level/Interface Probe	\$55/day
Miscellaneous Reimbursable Expense	Cost	Disposable Bailer	\$15/each
Lodging/Meals	Cost	Water Quality - Multi-Parameter Meter	\$50/day
Vehicle Mileage	\$0.67 / mile	Water Quality – Expanded Meter	\$105/day
		High Capacity In-Line Filter	\$25/each
<i><b>OFFICE</b></i>	<i><b>FEE</b></i>	Disposable No-Purge Sampler - Large	\$50/each
Photocopies	\$0.15/page	Disposable No-Purge Sampler - Small	\$35/each
Large Format Photocopies - B&W	\$0.60/sq. ft.	Disposable No-Purge Sampler - Custom	\$75/each
Large Format Photocopies – Color	\$0.75/sq. ft.	Transducer/Data Logger	\$55/day or \$220/week
Drawings - Large Format Plots	\$11/sheet	Flow Meter	\$140/day or \$500/week
Drawings - 11"x17"	\$1.30/page	Photoionization Detector	\$95/day
		<i><b>SURVEYING EQUIPMENT</b></i>	<i><b>FEE</b></i>
<i><b>FIELD EQUIPMENT</b></i>	<i><b>FEE</b></i>	UAV (M300 w/ LIDAR)	\$600/flight (2-flight minimum) OR \$12/acre (500-acre minimum)
Generator	\$110/day	UAV (M300)	\$400/flight (2-flight minimum) OR \$8/acre (500-acre minimum)
Fluids Pump	\$110/day	UAV (Phantom/Mavic)	\$300/flight (2-flight minimum) OR \$6/acre (500-acre minimum)
Air Compressor	\$55/day	GPS (Survey Grade)	\$375/day
ATV	\$150/day	GPS (Sub-Meter Accuracy)	\$100/day
UTV	\$250/day	Sonar	\$150/day or \$400/week
UTV with Tracks	\$350/day	Robotic Total Station	\$50/hour
Tape Reel, Motorized	\$55/day	Scanning Total Station	\$75/hour
Hammer Drill w/Bits	\$25/day	Pipeline Locator	\$25/hour
Power Hand Auger	\$15/hour	Differential Level	\$15/hour
Dynamic Cone Penetrometer	\$50/test	Survey Rebar & Cap	\$7/each
EGauge Compaction Testing	\$40/test	Lath, Survey	\$70/bundle
Nuclear Density Gauge	\$40/test (2-test minimum)	Stakes	\$30/bundle
		T-Post and Flags	\$15/each

**ELK CANAL MASTER PLAN, 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 J-U-B Engineers, Inc. (Consultant), 2760 W. Excursion Ln, Suite 400, Meridian, ID 83642.
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 Effective Date through June 30, 2026. 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 two hundred sixty-five thousand dollars (\$265,000.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$22,444.00
2. Information Collection and Review	\$14,612.00
3. System Assessment and Inventory	\$65,277.00
4. Operations and Efficiency Analysis	\$19,988.00
5. SCADA Analysis	\$ 5,784.00
6. Review of Water Rights	\$ 8,000.00
7. Rehabilitation and Management Plan	\$14,720.00
8. Concept Level Designs and Cost Estimates	\$32,672.00
9. Feasibility of Open Ditch Conversion to Buried Pipe	\$12,208.00
10. Economic Analysis and Project Financing	\$15,334.00
11. Discretionary Task	\$10,000.00
12. Draft Report	\$24,621.00
13. Report Presentations	\$16,166.00
14. Final Report and Deliverables	<u>\$ 3,174.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$265,000.00</b>

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. Responsibilities of the Commission.**

- 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 fourteen (14) pages; and Attachment B, consisting of one (1) page, 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](mailto:chace.tavelli@wyo.gov), 307-777-7626.  
 Consultant: Brian Deeter, [brd@jub.com](mailto:brd@jub.com), 801-547-0393.
- 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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**J-U-B ENGINEERS, INC.:**

\_\_\_\_\_  
Brian Deeter, Vice President  
Employer ID #:82-0290774

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**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: Shoshone River Basin, Park County, Town of Powell.
2. Purpose: To perform a Master Plan, Level I study.
3. History: The Elk Canal is shared between the recently formed Elk Water Users' Irrigation District (District) and the Lovell Irrigation District. The upper 12 miles is utilized by the District while the lower 26 miles is utilized by the Lovell Irrigation District. The Elk Canal services approximately 3800 acres of District's lands, and there has never been a master plan for the District.

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)	\$ _____
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

One (1) scoping meeting shall be held early in the project schedule, in the project area to familiarize the Sponsor with the scope of the project as well as obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids as necessary to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor

and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

The Consultant should assume a minimum of two (2) project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the Office project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

The Consultant will schedule monthly conference call meetings to include the Sponsor, WWDO, and members of the Consultant team for when project coordination and updates are warranted.

### **Task 2. Information Collection and Review**

The Consultant shall collect and review all available background information regarding the Elk Water Users Association system, to include existing reports, planning documents, maps, surveys, plans/engineering drawings, and other sources of data relating to the system which would be pertinent to the scope of the study. This includes information available through the Sponsor, WWDO, Water Resources Data System, Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division, and any other sources as appropriate. The Consultant shall also review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect the Sponsor. Information obtained through this task shall be summarized in a technical memo and used to help direct project work.

The Consultant shall obtain as much relevant historical data as possible, having to do with the Elk Water Users Association, and providing it in an organized format.

The Consultant shall review any flow records maintained by the Sponsor and work with the Sponsor to document typical seasonal flows.

### **Task 3. System Assessment and Inventory**

The Consultant shall assess the existing conveyance and pipeline system, evaluate all existing structures on the conveyance system, and determine rehabilitation needs. The Consultant shall then produce a summary of existing system facilities. The information and attributes shall be recorded in a format that is to be determined with the Sponsor and Office. The Consultant shall also make recommendations relative to the prioritization of proposed system upgrades as needed in the Rehabilitation and Management Plan (Task 7). This will include rehabilitation or replacement of aging infrastructure and other system upgrades as identified by the Consultant. The system assessment will be developed as described below:

- a. The Consultant will conduct an engineering evaluation of each structure, noting any deficiencies. The consultant shall examine and identify structures requiring maintenance or redesign. Structure stability and ongoing erosion issues shall be identified. The term ‘structure’ denotes any physical device built to convey, regulate, or measure discharge.
- b. The Consultant shall inventory and map the conveyance and lateral distribution systems and determine rehabilitation needs. As part of this subtask, the Consultant shall also conduct a seepage analysis and geotechnical analysis as discussed below:
  - i. The Consultant shall investigate the locations and estimate amounts of seepage lost within the system. The Consultant shall coordinate with the Sponsor, conduct visual inspections, and review flow data when available to identify seepage areas and estimate the magnitude of seepage losses. The Consultant shall then develop a prioritized list of recommended seepage reduction improvements and incorporate them into the other improvements recommended in the Rehabilitation and Management Plan (Task 7). Part of the Consultant’s system evaluation may be to identify locations where measurement structures could be placed to begin to develop long-term accurate flow data necessary to better determine seepage areas.

The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for physical structures. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. The consultant shall map locations with identified geologic hazards.

- c. The Consultant will conduct easement and right of way mapping of property owners adjacent to the Sponsor’s canals and laterals within the irrigation system. This information will be compiled, mapped and provided in the final report with descriptions of easement type and if possible the last date the right of way was exercised. The Consultant shall assess the location of each canal, lateral, and structure with respect to the present and future encroachment of subdivisions, residential units and/or other structures or dwellings. The Consultant shall recommend appropriate solutions and prioritize improvements to preempt potential liability issues in terms of potential structure failure and subsequent flooding. This analysis will be incorporated into the Rehabilitation and Management Plan (Task 7).

As part of this task, a comprehensive GIS map will be developed in accordance with WWDC GIS standards found in Attachment A.C.2.b of this Contract.

#### **Task 4. Operations and Efficiency Analysis**

The Consultant will evaluate the potential for delivery system conservation opportunities and review current Elk Water User’s operations including water appropriation and water rights.

Irrigation methods will be inventoried, if possible. The Consultant shall determine farm delivery requirements for the irrigated acreage within the Elk Water Users Association. The Consultant will conduct an on-farm efficiency analysis which will include an evaluation of improving irrigation application efficiencies under the existing land ownership configuration. The Consultant will also conduct an analysis of water delivery efficiency which will include an evaluation of system water loss. The Consultant shall recommend and detail any needed procedural changes in the management and operation of the system.

#### **Task 5. SCADA Analysis**

The Consultant shall review the Sponsors current SCADA operations and develop a plan to provide additional SCADA integration throughout the system. The Consultant will review the Sponsor's current plan for SCADA integration and provide professional advice, recommend any modifications, and further develop the plan, identifying selected locations and priority of SCADA implementation to effectively improve the Sponsor's system operations.

#### **Task 6. Review of Water Rights**

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. As applicable, the Consultant will also review any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor. As part of the District formation process, water rights efforts were conducted. Those efforts should be used where applicable to aid in the completion of this task.

Water rights mapping shall be provided to the Sponsor. The Consultant shall search the State Engineer's Office (SEO) database for permits associated with the Sponsor and map those lands rights to the quarter-quarter or resurvey tract level. Supplemental supplies and groundwater rights on these lands will be mapped if applicable. If necessary, the Consultant shall also work with personnel from the SEO to verify the mapping of the water rights and ensure that the most recent water rights are mapped.

#### **Task 7. Rehabilitation and Management Plan**

Based on the work completed in Tasks 1 through 6, the Consultant will prepare a rehabilitation plan for the delivery system. The plan will include the most effective and feasible options for providing reliable conveyance of water through the project area including options and alternatives for mitigation of issues and concerns detailed in the above tasks. The Consultant, in conjunction with the Sponsor and the Office Project Manager, will prioritize the needs by their immediacy, i.e. those requiring immediate attention and/or action. Needed improvements should be prioritized for consideration by the sponsor. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority. Non-

structural improvements shall also be noted separately during the completion of this task. All proposed system improvements (structural and non-structural) shall be summarized and provided in the draft and final reports. Any permits necessary for the completion of such rehabilitation efforts shall be clearly identified.

If so directed, the Consultant will specifically determine the feasibility of converting approximately 4,400 feet of open ditch to buried pipe. The cost estimates and conceptual level design shall also be of sufficient accuracy to support a legislative request for Level III Construction funding if applicable, see Task 9.

Ultimately, the Consultant will recommend the best options for meeting the Sponsor's water supply and operations/management needs. This task will be completed in sufficient detail to allow the project sponsor to determine which prioritized construction options are most economically feasible.

### **Task 8. Concept Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the phased construction costs of project alternatives which correlate with the sponsor's schedule as indicated in the rehabilitation plan as prepared. These cost estimates must include all permitting costs, easements, and clearances necessary for the recommended system improvements. These cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared. The cost estimates shall also be of sufficient accuracy to support a legislative request for Level III Construction funding if applicable.

#### Surveying

The consultant shall be responsible for any surveying necessary to prepare conceptual designs. The Consultant shall prepare maps depicting ownership of those lands that are required for construction of the projects and operation of the facilities.

#### Geological/Geotechnical Investigations

The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for any placement of pipeline. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. Subsurface evaluations shall be conducted as needed. The Consultant shall conduct sufficient soil testing as necessary to determine if the soil is corrosive and aggressive to pipe materials. This analysis may include both field analysis and laboratory testing and analysis.

### **Task 9. Feasibility of Open Ditch Conversion to Buried Pipe**

**No work will be initiated, or funds spent for this task, without direct approval from the Office**

**project manager.**

The Consultant will determine the feasibility of converting approximately 4,400 feet of open ditch to buried pipe. Alternatives shall be identified and analyzed. The Consultant shall conduct all necessary hydrologic, hydraulic, and other related engineering assessments associated with the proposed ditch to pipe conversion.

The Consultant will perform a benefit-cost analysis on the top alternative(s) utilizing data generated herein and from various state and federal agencies. The Consultant shall then use this data, together with information developed from previous tasks, to determine a prioritization of alternatives analyzed. The recommendations should be designed with the needs of the Sponsor, public safety, and existing deficiencies of the current alignment in mind. The cost estimates and conceptual level design shall also be of sufficient accuracy to support a legislative request for Level III Construction funding if applicable.

**Task 10. Economic Analysis and Project Financing**

The Consultant shall provide an ability to pay analysis and, if necessary, recommend adjustments to the Sponsor's revenues/rates. This analysis will be used to determine if the Sponsor has the ability to pay for projects based on their current revenue structure or if the Sponsor will need to raise their rates. The Consultant shall provide recommendations for rate structures based on annual financial commitments of the sponsor needed to cover construction costs, operation and maintenance obligations, and a repair and replacement and emergency accounts. The Consultant shall consider all of the Sponsor's income and expenditures. The analysis will be based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in the Sponsor's system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC eligible components will be in the form of a 50% grant from WWDC and a 50% loan (4% interest / 30-year term) from the WWDC, and funding for WWDC non-eligible components will only be in the form of Sponsor contribution from current or proposed revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of the WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund potential WWDC non-eligible components that are necessary for the completion of a Level III construction project. The U.S. Department of Agriculture, U.S. Bureau of Reclamation (e.g. WaterSMART), Wyoming DEQ-WQD Clean Water Act Section 319, Natural Resources Conservation Service (e.g. EQIP), and other eligible state and federal funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance see Section C.6, of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, document the amount of grant or loan funds that may be available through the additional funding sources, and analyze the probability of the Sponsor securing a grant or loan from one or more of the additional funding sources for the project(s) in question. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, notices of funding opportunity, supplements, information, etc. from each agency, and contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall document all of this information in the final report including conversations held.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for WaterSMART or EQIP funding.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the available funding. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 11. Discretionary Task**

The Consultant shall place \$10,000 of the proposed project budget in this discretionary task. The task is included to allow changes in the scope as the project develops or as new issues are discovered. The consultant and WWDO 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 written instruction from the Office project manager.

#### **Task 12. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. Five (5) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review.



**Task 13. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

**Task 14. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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).

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 2024**

**J-U-B ENGINEERS, INC.**

<b>Description</b>	<b>Rate/Hr</b>
Project Manager - Senior	\$251.00
Project Engineer - Senior	\$240.00
Project Engineer I	\$176.00
Project Engineer II	\$190.00
Project Designer	\$137.00
Professional Land Surveyor	\$162.00
Professional Land Surveyor – Senior	\$207.00
CAD Technician - Drafter	\$107.00
GIS Analyst	\$122.00
Senior GIS Analyst	\$178.00
Grant Specialist	\$149.00
Grant Specialist Lead	\$166.00
Administrative Assistant	\$ 59.00

<b>Classification</b>	<b>Cost</b>	<b>Unit of Measure</b>
Vehicle mileage	\$0.67	per mile
Vehicle Rental	Actual Cost	
GPS	\$46.50	per hour
LIDAR	\$955.46	per day
Miscellaneous supplies	Actual Cost	
Telephone Conference Call	Actual Cost	
Subconsultants	Actual Cost	
Laboratory	Actual Cost	
Black and White Copies - All sizes	\$0.15	per copy
Copies Color 8.5 x 11	\$0.50	per copy
Copies Color 8.5 x 14	\$0.50	per copy
Copies Color 11 x 17	\$1.00	per copy
Copies on Compact USB Drive	\$10.00	per drive
Meals - Full Day	\$69.00	per day
Lodging	Actual Cost	
Other travel expenses incurred	Actual Cost	

Any expenses not listed will be billed at actual costs.

**HORSE CREEK CONSERVATION DISTRICT MASTER PLAN, 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 AVI PC (Consultant), 1103 Old Town Lane, Suite 101, Cheyenne, Wyoming 82009.
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 Effective Date through June 30, 2026. 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 two hundred forty-seven thousand, one hundred sixty dollars (\$247,160.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<b><u>Task</u></b>	<b><u>Estimated Cost</u></b>
1. Scoping and Project Meetings	\$ 12,790.00
2. Information Collection and Review	\$ 5,820.00
3. System Assessment and Inventory	\$ 56,120.00
4. Operations and Efficiency Analysis	\$ 16,260.00
5. SCADA Analysis	\$ 2,500.00
6. Review of Water Rights	\$ 4,500.00
7. Rehabilitation and Management Plan	\$ 19,780.00
8. Concept Level Designs and Cost Estimates	\$ 17,580.00
9. Rehabilitation or Replacement of the Malcolm Pipeline	\$ 33,360.00
10. Economic Analysis and Project Financing	\$ 12,500.00
11. Discretionary Task	\$ 7,600.00
12. Draft Report	\$ 31,040.00
13. Report Presentations	\$ 8,020.00
14. Final Report and Deliverables	\$ 19,290.00
<b>TOTAL PROJECT COST</b>	<b>\$247,160.00</b>

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. Responsibilities of the Commission.**

- 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 fourteen (14) pages; and Attachment B, consisting of one (1) page, 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: Barry Lawrence, [barry.lawrence@wyo.gov](mailto:barry.lawrence@wyo.gov), 307-777-7626.  
 Consultant: Bruce Perryman, PE & PLS, [perryman@avipc.com](mailto:perryman@avipc.com), (307) 637-6017.
- 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.

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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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**AVI PC:**

\_\_\_\_\_  
Brad Emmons, President  
Employer ID #83-0267190

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**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. Platte River Basin, Goshen County, Town of Hawk Springs.
2. Purpose. To perform a Horse Creek Conservation District Master Plan, Level I Study.
3. History. The Horse Creek Conservation District was formed in 1927 and serves 10,544 acres of irrigated ground. The Malcolm Pipeline was completed in 2001 and the condition of this pipeline has deteriorated in the last two decades. The shape of the pipeline has been distorted over this time frame and requires attention.

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)	\$ _____
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

One (1) scoping meeting shall be held early in the project schedule, in the project area to familiarize the Sponsor with the scope of the project as well as obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids as necessary to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor

and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

The Consultant should assume a minimum of two (2) project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the Office project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

### **Task 2. Information Collection and Review**

The Consultant shall collect and review all available background information regarding the Horse Creek Conservation District system, to include existing reports, planning documents, maps, surveys, plans/engineering drawings, and other sources of data relating to the system which would be pertinent to the scope of the study. This includes information available through the Sponsor, WWDO, Water Resources Data System, Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division, and any other sources as appropriate. The Consultant shall also review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect the District. Information obtained through this task shall be summarized in a technical memo and used to help direct project work.

The Consultant shall obtain as much relevant historical data as possible, having to do with the Horse Creek Conservation District, and providing it in an organized format.

The Consultant shall review any flow records maintained by the Sponsor and work with the Sponsor to determine lateral and ditch delivery obligation amounts.

### **Task 3. System Assessment and Inventory**

The Consultant shall assess the existing conveyance and pipeline system, evaluate all existing structures on the conveyance system, and determine rehabilitation needs. The Consultant shall then produce a summary of existing system facilities. The information and attributes shall be recorded in a format that is useful to the Sponsor. The Consultant shall also make recommendations relative to the prioritization of proposed system upgrades as needed in the Rehabilitation and Management Plan (Task 7). This will include rehabilitation or replacement of aging infrastructure and other system upgrades as identified by the Consultant. The system assessment will be developed as described below:

- a. The Consultant will conduct an engineering evaluation of each structure, noting any deficiencies. The consultant shall examine and identify structures requiring maintenance or



redesign. Structure stability and ongoing erosion issues shall be identified. The term ‘structure’ denotes any physical device built to convey, regulate, or measure discharge.

b. The Consultant shall inventory and map the conveyance and lateral distribution systems and determine rehabilitation needs. As part of this subtask, the Consultant shall also conduct a seepage analysis and geotechnical analysis as discussed below:

- i. The Consultant shall investigate the locations and estimate amounts of seepage lost within the system. The Consultant shall coordinate with the Sponsor, conduct visual inspections, and review flow data when available to identify seepage areas and estimate the magnitude of seepage losses. The Consultant shall conduct a quantitative seepage loss analysis on 3 canal segments in addition to an analysis of seepage loss from the Malcolm pipeline. The Consultant shall then develop a prioritized list of recommended seepage reduction improvements and incorporate them into the other improvements recommended in the Rehabilitation and Management Plan (Task 7). Part of the Consultant’s system evaluation may be to identify locations where measurement structures could be placed to begin to develop long-term accurate flow data necessary to better determine seepage areas.
- ii. The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for physical structures. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. The consultant shall map locations with identified geologic hazards.

c. The Consultant will conduct easement and right of way mapping of property owners adjacent to the Sponsor’s canals and laterals within the irrigation system. This information will be compiled, mapped and provided in the final report with descriptions of easement type and if possible the last date the right of way was exercised. The Consultant shall assess the location of each canal, lateral, and structure with respect to the present and future encroachment of subdivisions, residential units and/or other structures or dwellings. The Consultant shall recommend appropriate solutions and prioritize improvements to preempt potential liability issues in terms of potential structure failure and subsequent flooding. This analysis will be incorporated into the Rehabilitation and Management Plan (Task 7).

d. The Consultant shall incorporate field drainage mapping if managed by the Sponsor. The Consultant shall coordinate with the Office project manager on the extent and methodology used to develop the above and below ground drainage structures. Persons with local knowledge and maintenance experience as well as drain outlets can be used to help find drains. The Consultant shall map drains as much as possible.

#### **Task 4. Operations and Efficiency Analysis**

The Consultant will evaluate the potential for delivery system conservation opportunities and review current District operations including water appropriation and water rights. Irrigation methods will be inventoried, if possible. The Consultant shall determine farm delivery requirements for the irrigated acreage within the Horse Creek Conservation District. The Consultant will conduct an on-farm efficiency analysis which will include an evaluation of improving irrigation application efficiencies under the existing land ownership configuration. The Consultant will also conduct an analysis of water delivery efficiency which will include an evaluation of system water loss. Utilizing the information gathered during the seepage loss analysis, the Consultant shall prepare a technical memorandum to document their findings on seepage within the system. The Consultant shall recommend and detail any needed procedural changes in the management and operation of the system.

#### **Task 5. SCADA Analysis**

The Consultant shall review the Sponsors current operations and develop a plan to provide additional integration of technology throughout the system. This shall include a discussion of remote camera systems that would allow the Sponsor to check water levels from their office. The Consultant will review the Sponsor's current plan for technology integration, provide professional advice, recommend any modifications, identify selected locations and priority of proposed improvements.

#### **Task 6. Review of Water Rights**

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. As applicable, the Consultant will also review any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

Water rights mapping shall be provided to the Sponsor. The Consultant shall search the State Engineer's Office (SEO) database for permits associated with District and map those lands rights to the quarter-quarter or resurvey tract level. Supplemental supplies and groundwater rights on these lands will be mapped if applicable. If necessary, the Consultant shall also work with personnel from the SEO to verify the mapping of the water rights and ensure that the most recent water rights are mapped.

#### **Task 7. Rehabilitation and Management Plan**

Based on the work completed in Tasks 1 through 6, the Consultant will prepare a rehabilitation plan for the delivery system. The plan will include the most effective and feasible options for providing reliable conveyance of water through the project area including options and alternatives for mitigation of issues and concerns detailed in the above tasks. The Consultant, in conjunction with the Sponsor and the Office Project Manager, will prioritize the needs by their immediacy, i.e. those requiring immediate attention and/or action. Needed improvements should be prioritized for consideration by the Sponsor. In addition, a schedule will be developed identifying a phased

approach for the implementation of the recommendations in accordance with their priority. Non-structural improvements shall also be noted separately during the completion of this task. All proposed system improvements (structural and non-structural) shall be summarized and provided in the draft and final reports. Any permits necessary for the completion of such rehabilitation efforts shall be clearly identified.

Ultimately, the Consultant will recommend the best options for meeting the Districts water supply and operations/management needs. This task will be completed in sufficient detail to allow the project Sponsor to determine which prioritized construction options are most economically feasible.

### **Task 8. Concept Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the phased construction costs of project alternatives which correlate with the Sponsor's schedule as indicated in the rehabilitation plan as prepared. These cost estimates must include all permitting costs, easements, and clearances necessary for the recommended system improvements. These cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared. The cost estimates shall also be of sufficient accuracy to support a legislative request for Level III Construction funding if applicable.

#### Surveying

The consultant shall be responsible for any surveying necessary to prepare conceptual designs. The Consultant shall prepare maps depicting ownership of those lands that are required for construction of the projects and operation of the facilities.

#### Geological/Geotechnical Investigations

The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for any placement of pipeline. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. Subsurface evaluations shall be conducted as needed. The Consultant shall conduct sufficient soil testing as necessary to determine if the soil is corrosive and aggressive to pipe materials. This analysis may include both field analysis and laboratory testing and analysis.

### **Task 9. Rehabilitation or Replacement of the Malcolm Pipeline**

The Consultant will determine the feasibility of rehabilitating or replacing the Malcolm Pipeline. Alternatives shall be identified and analyzed. The Consultant shall conduct all necessary hydrologic, hydraulic, and other related engineering assessments associated with the proposed rehabilitation or replacement of the Malcolm Pipeline.

The Consultant will perform a benefit-cost analysis on the top alternative(s) utilizing data generated herein and from various state and federal agencies. The Consultant shall then use this data, together with information developed from previous tasks, to determine a prioritization of alternatives analyzed. The recommendations should be designed with the needs of the Sponsor, public safety, and existing deficiencies of the current alignment in mind. The cost estimates and conceptual level design shall also be of sufficient accuracy to support a legislative request for Level III Construction funding if applicable.

#### **Task 10. Economic Analysis and Project Financing**

The Consultant shall provide an ability to pay analysis and, if necessary, recommend adjustments to the District's revenues/rates. This analysis will be used to determine if the Sponsor has the ability to pay for projects based on their current revenue structure or if the Sponsor will need to raise their rates. The Consultant shall provide recommendations for rate structures based on annual financial commitments of the Sponsor needed to cover construction costs, operation and maintenance obligations, and a repair and replacement and emergency accounts. The Consultant shall consider all of the District's income and expenditures. The analysis will be based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in the District's system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC eligible components will be in the form of a 50% grant from WWDC and a 50% loan (4% interest / 30-year term) from the WWDC, and funding for WWDC non-eligible components will only be in the form of Sponsor contribution from current or proposed revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of the WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund potential WWDC non-eligible components that are necessary for the completion of a Level III construction project. The U.S. Department of Agriculture, U.S. Bureau of Reclamation (e.g. WaterSMART), Wyoming DEQ-WQD Clean Water Act Section 319, Natural Resources Conservation Service (e.g. EQIP), and other eligible state and federal funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance see Section C.6, of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, document the amount of grant or loan funds that may be available through the additional funding sources, and analyze the probability of the Sponsor securing a grant or loan from one or more of the additional funding sources for the project(s) in question. The Consultant shall obtain and review the latest versions of relevant

guidance documents, forms, bulletins, notices of funding opportunity, supplements, information, etc. from each agency, and contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall document all of this information in the final report including conversations held.

The Consultant shall develop, consolidate, and provide the appropriate information to help the Sponsor complete applications for additional funding; an example would be an application for WaterSMART or EQIP funding.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the available funding. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 11. Discretionary Task**

The Consultant shall place \$7,600 of the proposed project budget in this discretionary task. The task is included to allow changes in the scope as the project develops or as new issues are discovered. The consultant and WWDO 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 written instruction from the Office project manager.

#### **Task 12. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. Five (5) USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review.

#### **Task 13. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

#### **Task 14. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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 on or before August 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, and shall include detailed cost estimates. 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).

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 2024**

**AVI PC**

Senior Principal	\$175.00 per hour
Principal	\$153.00 per hour
Senior Registered Engineer	\$141.00 per hour
Registered Engineer	\$123.00 per hour
Engineer (Non-Registered)	\$104.00 per hour
Senior Planner	\$141.00 per hour
Drainage Engineer	\$135.00 per hour
Planner	\$104.00 per hour
Construction Manager	\$110.00 per hour
Technician I	\$105.00 per hour
Technician II	\$101.00 per hour
Technician III	\$95.00 per hour
Inspector I	\$95.00 per hour
Bookkeeping	\$70.00 per hour
Clerical	\$70.00 per hour
Registered Surveyor	\$140.00 per hour
Party Chief	\$116.00 per hour
Crew Member	\$65.00 per hour
Party Chief/RLS	\$140.00 per hour
<b><u>TRAVEL CHARGES</u></b>	
Mileage	\$0.67 per mile
ATV/Boat Rentals	\$150.00 per day
UTV Rental	\$150.00 per day
<b><u>EQUIPMENT CHARGES</u></b>	
Trimble R6 GPS Survey Equipment	\$320.00 per day per unit
Additional Rover	\$20.00 per hour
Trimble R6 GPS Survey Equipment w/2 <sup>nd</sup> Rover	\$60.00 per hour
Digital Level (Trimble/Leica)	\$100.00 per day
Robotic Total Station	\$20.00 per hour/\$160.00 per day
Robotic Total Station w/scanner	\$30.00 per hour/\$250.00 per day
Trailer	\$25.00 per day
<b><u>LARGE FORMAT PRINTS &amp; PLOTS</u></b>	
Copies	\$0.25 per square foot
Mylars	\$2.50 per square foot
Outsourced Copies & Postage	Cost
Office Fees (Copies, Phone, Postage, Etc.)	\$300.00 per month
<b><u>PERDIEM</u></b>	
Meals	\$40.00/ 8-hour work day
Lodging	Actual cost
<b><u>MISCELLANEOUS EXPENSES</u></b>	<b>AT COST</b>



**MIDVALE IRRIGATION DISTRICT MASTER PLAN, 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 Trihydro Corporation (Consultant), 1252 Commerce Drive, Laramie, Wyoming 82070.
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 Effective Date through June 30, 2026. 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 nine thousand dollars (\$409,000.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$ 20,000.00
2. Information Collection and Review	\$ 8,000.00
3. System Assessment and Inventory	\$170,000.00
4. SCADA Analysis	\$ 10,000.00
5. Review of Water Rights	\$ 12,000.00
6. Rehabilitation and Management Plan	\$ 50,000.00
7. Concept Level Designs and Cost Estimates	\$ 40,000.00
8. Economic Analysis and Project Financing	\$ 18,000.00
9. Discretionary Task	\$ 10,000.00
10. Draft Report	\$ 35,000.00
11. Report Presentations	\$ 12,000.00
12. Final Report and Deliverables	<u>\$ 24,000.00</u>
 <b>TOTAL PROJECT COST</b>	 <b>\$409,000.00</b>

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. Responsibilities of the Commission.**

- 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 fourteen (14) pages; Attachment A, consisting of thirteen (13) 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: Julie Gondzar, [julie.gondzar@wyo.gov](mailto:julie.gondzar@wyo.gov), 307-777-7626.  
 Consultant: Jill Pehl, [jpehl@trihydro.com](mailto:jpehl@trihydro.com), 307-745-7474.
- 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.

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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:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**TRIHYDRO CORPORATION:**

\_\_\_\_\_  
Kurt V. Tuggle, President and CEO  
Employer ID #83-0272860

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

## **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: Wind River Basin, Fremont County, Town of Pavillion.
2. Purpose: To perform a Midvale Irrigation District Master Plan, Level I Study.
3. History: Midvale Irrigation District began as the Riverton Project that was first authorized in 1917. It was placed under the jurisdiction of Reclamation in 1920 and construction of the project was essentially completed by 1951. Midvale Irrigation District has completed a multitude of projects since the Midvale Conservation Program Level II study was completed.

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)
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**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 \$ \_\_\_\_\_

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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

One (1) scoping meeting shall be held early in the project schedule, in the project area to familiarize the Sponsor with the scope of the project as well as obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids as necessary to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

The Consultant should assume a minimum of two (2) project meetings in the study area. One (1) additional meeting should be planned and budgeted for to be held at the discretion of the Office project manager. The Consultant shall be prepared to conduct the meetings in person and/or virtually. The Consultant shall be responsible for setting and conducting

these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

### **Task 2. Information Collection and Review**

The Consultant shall collect and review all available background information regarding the Midvale Irrigation District system, to include existing reports, planning documents, maps, surveys, plans/engineering drawings, and other sources of data relating to the system which would be pertinent to the scope of the study. This includes information available through the Sponsor, WWDO, Water Resources Data System, Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division, and any other sources as appropriate. The Consultant shall also review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect the District. Information obtained through this task shall be summarized in a technical memo and used to help direct project work.

The Consultant shall obtain as much relevant historical data as possible, having to do with the Midvale Irrigation District, and providing it in an organized format.

### **Task 3. System Assessment and Inventory**

The Consultant shall assess the existing conveyance and pipeline system, evaluate all existing structures on the conveyance system, and determine rehabilitation needs. The Consultant shall then produce a summary of existing system facilities. The information and attributes shall be recorded in a format that is compatible with the Sponsor's current inventory systems. The Consultant shall also make recommendations relative to the prioritization of proposed system upgrades as needed in the Rehabilitation and Management Plan (Task 7). This will include rehabilitation or replacement of aging infrastructure and other system upgrades as identified by the Consultant. The system assessment will be developed as described below:

- a. The Consultant will conduct an engineering evaluation of each structure, noting any deficiencies. The consultant shall examine and identify structures requiring maintenance or redesign. Structure stability and ongoing erosion issues shall be identified. The term 'structure' denotes any physical device built to convey, regulate, or measure discharge.
- b. The Consultant shall inventory and map the conveyance and lateral distribution systems and determine rehabilitation needs. As part of this subtask, the Consultant shall also conduct a seepage analysis and geotechnical analysis as discussed below:

- i. The Consultant shall investigate the locations and estimate amounts of seepage lost within the system. The Consultant shall coordinate with the Sponsor, conduct visual inspections, and review flow data when available to identify seepage areas and estimate the magnitude of seepage losses. The Consultant shall then develop a prioritized list of recommended seepage reduction improvements and incorporate them into the other improvements recommended in the Rehabilitation and Management Plan (Task 6). Part of the Consultant's system evaluation may be to identify locations where measurement structures could be placed to begin to develop long-term accurate flow data necessary to better determine seepage areas.
  - ii. The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for physical structures. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. The consultant shall map locations with identified geologic hazards.
- c. The Consultant will conduct easement and right of way mapping of property owners adjacent to the Sponsor's canals and laterals within the irrigation system. This information will be compiled, mapped and provided in the final report with descriptions of easement type and if possible the last date the right of way was exercised. The Consultant shall assess the location of each canal, lateral, and structure with respect to the present and future encroachment of subdivisions, residential units and/or other structures or dwellings. The Consultant shall recommend appropriate solutions and prioritize improvements to preempt potential liability issues in terms of potential structure failure and subsequent flooding. This analysis will be incorporated into the Rehabilitation and Management Plan (Task 6).

#### **Task 4. SCADA Analysis**

The Consultant shall review the Sponsors current SCADA operations and develop a plan to provide additional SCADA integration throughout the system. The Consultant will review the Sponsor's current plan for SCADA integration and provide professional advice, recommend any modifications, and further develop the plan, identifying selected locations and priority of SCADA implementation to effectively improve the Sponsor's system operations.

#### **Task 5. Review of Water Rights**

The Consultant will review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. As applicable, the Consultant will also

review any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

Water rights mapping shall be formatted to the Sponsor's current standards. The Consultant shall search the State Engineer's Office (SEO) database for permits associated with District and map those lands rights to the quarter-quarter or resurvey tract level. Supplemental supplies and groundwater rights on these lands will be mapped if applicable. If necessary, the Consultant shall also work with personnel from the SEO to verify the mapping of the water rights and ensure that the most recent water rights are mapped.

#### **Task 6. Rehabilitation and Management Plan**

Based on the work completed in Tasks 1 through 5, the Consultant will prepare a rehabilitation plan for the delivery system. The plan will include the most effective and feasible options for providing reliable conveyance of water through the project area including options and alternatives for mitigation of issues and concerns detailed in the above tasks. The Consultant, in conjunction with the Sponsor and the Office Project Manager, will prioritize the needs by their immediacy, i.e. those requiring immediate attention and/or action. Needed improvements should be prioritized for consideration by the sponsor. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority. Non-structural improvements shall also be noted separately during the completion of this task. All proposed system improvements (structural and non-structural) shall be summarized and provided in the draft and final reports. Any permits necessary for the completion of such rehabilitation efforts shall be clearly identified.

Ultimately, the Consultant will recommend the best options for meeting the Districts water supply and operations/management needs. This task will be completed in sufficient detail to allow the project sponsor to determine which prioritized construction options are most economically feasible.

All project recommendations should be mapped in the report and recorded in accordance with the Sponsor's current standards.

#### **Task 7. Concept Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the phased construction costs of project alternatives which correlate with the sponsor's schedule as indicated in the rehabilitation plan as prepared. These cost estimates must include all permitting costs, easements, and clearances necessary for the recommended system improvements. These cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared. The cost estimates shall also be of sufficient accuracy to support a legislative

request for Level III Construction funding if applicable.

#### Surveying

The consultant shall be responsible for any surveying necessary to prepare conceptual designs. The Consultant shall prepare maps depicting ownership of those lands that are required for construction of the projects and operation of the facilities.

#### Geological/Geotechnical Investigations

The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for any placement of pipeline. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. Subsurface evaluations shall be conducted as needed. The Consultant shall conduct sufficient soil testing as necessary to determine if the soil is corrosive and aggressive to pipe materials. This analysis may include both field analysis and laboratory testing and analysis.

### **Task 8. Economic Analysis and Project Financing**

The Consultant shall provide an ability to pay analysis and, if necessary, recommend adjustments to the District's revenues/rates. This analysis will be used to determine if the Sponsor has the ability to pay for projects based on their current revenue structure or if the Sponsor will need to raise their rates. The Consultant shall provide recommendations for rate structures based on annual financial commitments of the sponsor needed to cover construction costs, operation and maintenance obligations, and a repair and replacement and emergency accounts. The Consultant shall consider all of the District's income and expenditures. The analysis will be based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in the District's system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC eligible components will be in the form of a 50% grant from WWDC and a 50% loan (4% interest / 30-year term) from the WWDC, and funding for WWDC non-eligible components will only be in the form of Sponsor contribution from current or proposed revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of the WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund potential WWDC non-eligible components that are necessary for the completion of a Level III construction project. The U.S. Department of Agriculture, U.S. Bureau of Reclamation (e.g. WaterSMART), Wyoming DEQ-WQD Clean Water Act Section 319,



Natural Resources Conservation Service (e.g. EQIP), and other eligible state and federal funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance see Section C.6, of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, document the amount of grant or loan funds that may be available through the additional funding sources, and analyze the probability of the Sponsor securing a grant or loan from one or more of the additional funding sources for the project(s) in question. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, notices of funding opportunity, supplements, information, etc. from each agency, and contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall document all of this information in the final report including conversations held.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for WaterSMART or EQIP funding.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the available funding. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 9. Discretionary Task**

The Consultant shall place \$10,000 of the proposed project budget in this discretionary task. The task is included to allow changes in the scope as the project develops or as new issues are discovered. The consultant and WWDO 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 written instruction from the Office project manager.

#### **Task 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. Five (5) USB

drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review.

### **Task 11. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

### **Task 12. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials, to the Office on or before August 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, and

shall include detailed cost estimates. 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).

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 2024**

**TRIHYDRO CORPORATION**

Senior Principal	\$263/hr
Principal	\$239/hr
Project Principal	\$218/hr
Technical Specialist 4	\$276/hr
Technical Specialist 3	\$258/hr
Technical Specialist 2	\$243/hr
Technical Specialist 1	\$231/hr
Professional Level 12	\$226/hr
Professional Level 11	\$210/hr
Professional Level 10	\$195/hr
Professional Level 9	\$182/hr
Professional Level 8	\$163/hr
Professional Level 7	\$149/hr
Professional Level 6	\$133/hr
Professional Level 5	\$121/hr
Professional Level 4	\$110/hr
Professional Level 3	\$101/hr
Professional Level 2	\$ 91/hr
Professional Level 1	\$ 84/hr
Technical Level 8	\$134/hr
Technical Level 7	\$124/hr
Technical Level 6	\$114/hr
Technical Level 5	\$106/hr
Technical Level 4	\$ 95/hr
Technical Level 3	\$ 85/hr
Technical Level 2	\$ 77/hr
Technical Level 1	\$ 67/hr
Administrative Level 4	\$ 88/hr
Administrative Level 3	\$ 78/hr
Administrative Level 2	\$ 68/hr
Administrative Level 1	\$ 57/hr

**EXPENSES**

Subcontracts (labor, equipment, services)	At cost
Shipping (i.e. documents, equipment, supplies)	At cost

**TRAVEL EXPENSES**

Meals Per Diem	\$59/day
Airline Tickets	At cost
Hotel/Motel	At cost
Rental Vehicle	At cost

**FIELD EXPENSES AND EQUIPMENT**

Consumable Field Supplies	At cost
Rental Equipment	At cost
Purchased Equipment	At cost
Company Field Instruments, Equipment, Vehicles, etc.	At cost
Consumable Field Supplies and PPE	At cost
Company Vehicles	\$0.67/mile

No markup on subconsultant services. Subconsultant services will be charged at the billing rate.

**POWDER RIVER IRRIGATION DISTRICT MASTER PLAN, 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 Western Water Consultants, Inc. d/b/a/ WWC Engineering (Consultant), 1849 Terra Avenue, Sheridan, WY 82801.
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 Effective Date through June 30, 2026. 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 one hundred seventy-six thousand dollars (\$176,000.00).
  - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$16,700.00
2. Review of Existing Information	\$ 7,100.00
3. Inventory and Evaluation of Facilities	\$35,000.00
4. Current Operations and Irrigation Efficiency Analysis	\$15,300.00
5. Review of Water Rights	\$13,700.00
6. Rehabilitation and Management Plan	\$ 9,700.00
7. Concept Level Designs and Cost Estimates	\$33,600.00
8. Economic Analysis and Project Financing	\$ 6,200.00
9. Discretionary Task	\$10,000.00
10. Draft Report	\$13,300.00
11. Report Presentations	\$ 4,500.00
12. Final Report and Deliverables	<u>\$10,900.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$176,000.00</b>

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. Responsibilities of the Commission.**

- 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 fifteen (15) pages; and Attachment B, consisting of one (1) page, 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: Mabel Jones, [mabel.jones1@wyo.gov](mailto:mabel.jones1@wyo.gov), 307-777-7635.  
 Consultant: Justin Terfehr, P.E., [jterfehr@wwcengineering.com](mailto:jterfehr@wwcengineering.com), 307-742-0031.
- 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:**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**WESTERN WATER CONSULTANTS, INC. D/B/A/ WWC ENGINEERING:**

\_\_\_\_\_

Murray Schroeder, Principal  
Employer ID #83-0250392

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope  
Senior Assistant Attorney General

\_\_\_\_\_

Date

## **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: This project is within the Powder River Irrigation District and includes agricultural land east of the town of Kaycee, Wyoming extending to the town of Sussex, Wyoming. State Highway 1002 provides access to the area. The District is located in Johnson County, Wyoming. The District provides water for 28 landowners who are irrigating approximately 5300 acres of grass hay, alfalfa, small grains, and pasture.
2. Purpose: To perform a Level I study for the Powder River Irrigation District (sponsor).
3. History: The District is requesting a reconnaissance study to determine the current condition and future needs for agricultural water delivery to 28 landowners. The water is supplied via the Sussex Irrigation Canal (also known as the Sahara Ditch) which was constructed starting in 1902. The canal originates at a diversion dam on the Middle Fork Powder River and extends for approximately 15 miles until it pours into Fourmile Creek near Sussex. The Level I study will examine the condition of the irrigation conveyances, siphons, turnouts, and other structures to provide the District with guidance for planning and phasing future rehabilitation and upgrades

The conveyance infrastructure was constructed in the early 1900s and has not had a planning study completed since 1992. Recommendations for upgrades to the Diversion in the 1992 study were implemented. The District has been operating under a “repair only when needed” philosophy with little formal maintenance or replacement programs in place. The District needs itemization and prioritization of actionable projects along with cost estimates to evaluate financing options. This study will provide the District with GIS mapping, assessment of infrastructure condition, and prioritized projects to address water use efficiency and infrastructure repair or replacement. Specific areas of concern include siphons which are reaching the end of their life and challenges with water delivery due to seepage from the canal.

The Commission has completed the following Level II study in the project area.

*Sahara Ditch Improvements, Level II Study*, HKM Engineering, 1992

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)
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**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)	\$ _____
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**MATERIALS ONLY TOTAL**

Materials Only Total Project Cost	\$ _____
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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 50% grant. The remaining 50% 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. Scoping and Project Meetings**

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from 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 Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. One of the project meetings may include the annual District meeting. When possible, meetings should be scheduled to coincide with District meetings. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

**Task 2. Review of Existing Information**

The Consultant shall gather and review all existing information related to the Sponsor's water supply and distribution system. This includes information available through the

Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), Bureau of Reclamation, and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project.

### **Task 3. Inventory and Evaluation of Facilities**

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Updates to the Sponsor's existing GIS may include verification of the accuracy of the water system connectivity, location of system components etc. During this task, the Consultant may coordinate with the Sponsor during field work. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. The Consultant will inventory, map and conduct an engineering evaluation of each structure, noting any deficiencies. The consultant shall examine and identify structures requiring maintenance or redesign. Structure stability and ongoing erosion issues shall be identified. Identify components presently requiring repair, replacement or redesign and those components requiring repair, replacement or redesign within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 6. The term 'structure' denotes any physical device built to convey, regulate, spill or measure discharge.
- b. Assess the capacity and serviceability of existing conveyances, lateral distribution systems, pump stations, PRV stations, flow monitoring devices, and other major components of the water delivery system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations.
- c. The Consultant shall conduct easement and right of way mapping of property owners adjacent to the Sponsor's canals and laterals within the irrigation system. This information will be compiled, mapped and provided in the final report with descriptions of easement type and if possible the last date the right of way was exercised. The Consultant shall assess the location of each canal, lateral, and

structure with respect to the present and future encroachment of subdivisions, residential units and/or other structures or dwellings. The Consultant shall recommend appropriate solutions and prioritize improvements to preempt potential liability issues in terms of potential structure failure and subsequent flooding. This analysis will be incorporated into the Rehabilitation and Management Plan (Task 6).

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. The map features and attributes shall be recorded consistent with the Office GIS standards described in Section C (2.) (b) above. Mapping shall be extended as needed to facilitate objectives of this project that include addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least one set of large size hard copy printouts of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two hard copy map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery. GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. above.)

#### **Task 4. Current Operations and Irrigation Efficiency Analysis**

The Consultant shall evaluate the potential for delivery system and water conservation opportunities and review current maintenance operations and water use. This includes:

- a. Mapping of irrigated lands within the District. The most recent Office irrigated lands data set will be updated based on the current aerial photos, and irrigation methods will be mapped.
- b. The Consultant shall determine and document farm delivery requirements by lateral or pipeline for the irrigated acreage within the served area.
- c. The Consultant shall review any flow/diversion records maintained by the Sponsor and work with the ditch riders to document typical water use.
- d. The Consultant shall assess the need for, and optimal locations of measurement structures that will improve the effectiveness of water delivery in the system.

- e. The Consultant and the Sponsor shall review current maintenance schedules and procedures in order to recommend any needed operational changes.

#### **Task 5. Review of Water Rights**

The Consultant shall review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. As applicable, the Consultant shall also review any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

Water rights mapping shall be included in the updates to the Sponsor's GIS. The Consultant shall search the State Engineer's Office (SEO) database for permits associated with the District and map those lands rights to the quarter-quarter or resurvey tract level. Supplemental supplies and groundwater rights on these lands will be mapped if applicable. If necessary, the Consultant shall also work with personnel from the SEO to verify the GIS mapping of the water rights and ensure that the most recent water rights are mapped onto the updated GIS.

#### **Task 6. Rehabilitation and Management Plan**

Based on the work completed in Tasks 1 through 5, the Consultant will prepare a rehabilitation plan for the delivery system. The plan will include the most effective and feasible options for providing reliable conveyance of water through the project area including options and alternatives for mitigation of issues and concerns detailed in the above tasks. The Consultant, in conjunction with the Sponsor and the Office Project Manager, will prioritize the needs by their immediacy, i.e. those requiring immediate attention and/or action. Needed improvements should be prioritized for consideration by the sponsor. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority. Non-structural improvements shall also be described with recommendations on how to make the changes. All proposed system improvements (structural and non-structural) shall be summarized and provided in the draft and final reports. Any permits necessary for the completion of such rehabilitation efforts shall be clearly identified.

Ultimately, the Consultant will recommend the best options for meeting the District's water supply and operations/management needs. This task will be completed in sufficient detail to allow the project sponsor to determine which prioritized construction options are most economically feasible.

All project recommendations should be mapped in the report and recorded in the GIS with the following attributes: a project identifier, project type (New or Rehabilitation), WWDC program, water supply type, estimates of construction cost (Task 7), and potential volume to be supplied or saved through the development of the project, consistent with WWDC GIS standards referenced in Section C (2.) (b.).

### **Task 7. Concept Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the phased construction costs of project alternatives which correlate with the sponsor's schedule as indicated in the rehabilitation plan as prepared. These cost estimates must include all permitting costs, easements, and clearances necessary for the recommended system improvements. Costs for recommended changes in system maintenance, billing, operations, and outreach should also be well described and documented.

- a. Surveying. The consultant shall be responsible for any surveying necessary to prepare conceptual designs. The Consultant shall prepare maps depicting ownership of those lands that are required for construction of the projects and operation of the facilities.
- b. Geological/Geotechnical Investigations. The Consultant shall conduct sufficient geologic and geotechnical investigations to define the areas of slope movement, slope stability, and/or settlement of soil/rock material that would dictate bedding design for conveyances, spillway modification or other construction. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. Subsurface evaluations shall be conducted as needed. The Consultant shall conduct sufficient soil testing as necessary to determine if the soil is corrosive and aggressive to pipe materials. This analysis may include both field analysis and laboratory testing and analysis.

For prioritized projects (most likely to get funded within the next ten to fifteen years) that correlate with the sponsor's schedule as indicated in the rehabilitation plan, the following applies:

- a. Conceptual designs, including plan view and standard cross section drawings, will be of suitable detail and accuracy to allow the sponsor to move the project to WWDC Level III construction funding.
- b. Cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to move to funding partners. The construction cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction

contingencies. Cost estimates should be based on the year this study is completed. The cost estimates shall also be of sufficient accuracy to support a legislative request for Level III Construction funding.

### **Task 8. Economic Analysis and Project Financing**

The Consultant shall provide an ability to pay analysis and, if necessary, recommend adjustments to the District's revenues/rates. This analysis will be used to determine if the Sponsor has the ability to pay for projects based on their current revenue structure or if the Sponsor will need to raise their rates. The Consultant shall provide recommendations for rate structures based on annual financial commitments of the sponsor needed to cover construction costs, operation and maintenance obligations, and a repair and replacement and emergency accounts. The Consultant shall consider all of the District's income and expenditures. The analysis will be based on the following three (3) scenarios:

Scenario 1: Assume there will be no state, federal, or outside funding assistance utilized, i.e.: the Consultant shall demonstrate the necessary adjustments in the District's system revenues under the assumption that the Sponsor independently finances the prioritized recommendations.

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 50% grant from WWDC and a 50% loan (4% interest / 30-year term) from the WWDC, and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed revenues.

Scenario 3: The Consultant shall identify additional funding sources outside of the WWDC that the Sponsor can pursue to obtain the 50% loan component (Scenario 2 above) and to fund potential WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The U.S. Department of Agriculture, U.S. Bureau of Reclamation (e.g. WaterSMART), Wyoming DEQ-WQD Clean Water Act Section 319, Natural Resources Conservation Service (e.g. EQIP), and other eligible state and federal funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance see Section C.6, of Attachment A.

The Consultant shall research all eligibility requirements, application nuances, deadlines, and all logistical and timing challenges that may occur, document the amount of grant or loan funds that may be available through the additional funding sources, and analyze the probability of the Sponsor securing a grant or loan from one or more of the additional funding sources for the project(s) in question. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, notices of funding

opportunity, supplements, information, etc. from each agency, and contact these agencies early in the study should the possibility exist that the Sponsor may seek funding from them. The Consultant shall document all of this information in the final report including conversations held.

The Consultant shall develop, consolidate, and provide the appropriate information to help the sponsor complete applications for additional funding; an example would be an application for WaterSMART or EQIP funding.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the available funding. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

#### **Task 9. Discretionary Task**

The Consultant shall place \$10,000 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 10. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than June 1, 2025. 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, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment "A", Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone 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). The project Sponsor shall be provided a copy of this draft report for their review.



**Task 11. Report Presentations**

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public 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; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; 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 will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The Consultant is responsible for publishing notice of the meeting not less than once each week for two weeks prior to the meeting and should budget accordingly.

**Task 12. Final Report and Deliverables**

After incorporation of the Office's and the Sponsor's review comments on 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 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, including the Environmental Review (ER) documents, to the Office on or before August 1, 2025. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, and 2) Twelve (12) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. 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 or portable hard drive copies of the GIS data if applicable according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment “A”, 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) 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 2024**

**WESTERN WATER CONSULTANTS, INC. D/B/A/ WWC ENGINEERING**

<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>	<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>
Professional Level 1	\$125	Technician 4	\$100
Professional Level 2	\$144	Technician 5	\$106
Professional Level 3	\$162	Technician 6	\$111
Professional Level 4	\$178	Technician 7	\$121
Professional Level 5	\$187	Technician 8	\$128
Professional Level 6	\$195	CADD Operator 1	\$86
Professional Level 7	\$202	CADD Operator 2	\$92
Professional Level 8	\$216	CADD Operator 3	\$100
Administrative Assistant	\$77	CADD Operator 4	\$106
Administrative Specialist	\$103	CADD Operator 5	\$111
Technician 1	\$80	CADD Operator 6	\$119
Technician 2	\$86	CADD Operator 7	\$125
Technician 3	\$94	CADD Operator 8	\$136
		Expert Witness	Two times standard billing rate
 <i><b>EXPENSES</b></i>	 <i><b>FEE</b></i>	 <i><b>ENVIRONMENTAL MONITORING</b></i>	 <i><b>FEE</b></i>
Subcontractors	Cost	Organic Vapor, O <sub>2</sub> /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost	Water Level/Interface Probe	\$55/day
Miscellaneous Reimbursable Expense	Cost	Disposable Bailer	\$15/each
Lodging/Meals	Cost	Water Quality - Multi-Parameter Meter	\$50/day
Vehicle Mileage	\$0.67/mile	Water Quality – Expanded Meter	\$105/day
 <i><b>OFFICE</b></i>	 <i><b>FEE</b></i>	High Capacity In-Line Filter	\$25/each
Photocopies	\$0.15/page	Disposable No-Purge Sampler - Large	\$50/each
Large Format Photocopies - B&W	\$0.60/sq. ft.	Disposable No-Purge Sampler - Small	\$35/each
Large Format Photocopies – Color	\$0.75/sq. ft.	Disposable No-Purge Sampler - Custom	\$75/each
Drawings - Large Format Plots	\$11/sheet	Transducer/Data Logger	\$55/day or \$220/week
Drawings - 11"x17"	\$1.30/page	Flow Meter	\$140/day or \$500/week
		Photoionization Detector	\$95/day
 <i><b>FIELD EQUIPMENT</b></i>	 <i><b>FEE</b></i>	 <i><b>SURVEYING EQUIPMENT</b></i>	 <i><b>FEE</b></i>
Generator \$110/day		UAV (M300 w/ LIDAR)	\$600/flight (2-flight minimum) OR \$12/acre (500-acre minimum)
Fluids Pump	\$110/day	UAV (M300)	\$400/flight (2-flight minimum) OR \$8/acre (500-acre minimum)
Air Compressor	\$55/day	UAV (Phantom/Mavic)	\$300/flight (2-flight minimum) OR \$6/acre (500-acre minimum)
ATV	\$150/day	GPS (Survey Grade)	\$375/day
UTV	\$250/day	GPS (Sub-Meter Accuracy)	\$100/day
UTV with Tracks	\$350/day	Sonar	\$150/day or \$400/week
Tape Reel, Motorized	\$55/day	Robotic Total Station	\$50/hour
Hammer Drill w/Bits	\$25/day	Scanning Total Station	\$75/hour
Power Hand Auger	\$15/hour	Pipeline Locator	\$25/hour
Dynamic Cone Penetrometer	\$50/test	Differential Level	\$15/hour
EGauge Compaction Testing	\$40/test	Survey Rebar & Cap	\$7/each
Nuclear Density Gauge	\$40/test (2-test minimum)	Lath, Survey	\$70/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each

UNIVERSITY  
OF WYOMING  
AGREEMENTS

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WYOMING WATER DEVELOPMENT COMMISSION AND  
THE UNIVERSITY OF WYOMING, OFFICE OF RESEARCH AND ECONOMIC  
DEVELOPMENT  
FOR THE OFFICE OF WATER PROGRAMS**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Water Development Commission (WWDC), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002, and the University of Wyoming, Office of Research and Economic Development (University), whose address is Dept. 3355, 1000 E. University Avenue, Laramie, Wyoming 82071.
2. **Purpose.** The purpose of this MOU is to further the water resources objectives of the University, the WWDC and other agencies by providing WWDC support for funding of the Office of Water Programs within the Office of Research and Economic Development at the University of Wyoming.
3. **Term of MOU.** This MOU is effective when all parties have executed it and all required approvals have been granted. The term of the MOU is from July 1, 2024, and shall remain in full force and effect through June 30, 2026.
4. **Payment.**
  - A. The total payment provided by the WWDC to the University shall not exceed one hundred seventy-five thousand dollars (\$175,000.00). Payments shall be made to the University of Wyoming Office of Sponsored Programs in the form of two (2) annual payments (fiscal years 2025 and 2026) of eighty-seven thousand, five hundred dollars (\$87,500.00) to commence July 1, 2024. Payment shall be made from Water Development Account I.
5. **Responsibilities of University.** The University shall:
  - A. Work with the Director of the Wyoming Water Development Office to identify research needs of state and federal agencies regarding Wyoming's water resources, including available funding under the National Institutes of Water Resources (NIWR);
  - B. Serve as a point of coordination for and to encourage research activities by the University of Wyoming to address the research needs identified in subsection A of this section;
  - C. Work with the WWDC, Legislative Select Water Committee (SWC) and the Water Research Program (WRP) Advisory Committee to identify research topics regarding Wyoming's water resources and draft the request for proposal (RFP);

- D. Following approval of the RFP by the WWDC and SWC, solicit research proposals addressing the research and training activities identified in subsection C of this section;
  - E. Conduct external peer reviews of the proposals received and work with the WRP Advisory Committee to review and rank projects for final consideration and approval by the WWDC and SWC; and
  - F. In conjunction with the Wyoming Water Development Office, submit a report annually prior to each legislative session to the SWC and the WWDC on the activities of the office.
  - G. By May 1, 2026, an accounting estimate of funds not anticipated to be used shall be provided to the WWDC.
6. **Responsibilities of WWDC.** The WWDC shall:
- A. Provide payment to the University in accordance with Section 4, above.
7. **General Provisions.**
- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
  - B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
  - C. **Audit/Access to Records.** The WWDC and any of its representatives shall have access to any books, documents, papers, and records of the University which are pertinent to this MOU.
  - D. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under

this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

- E. Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- G. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- H. Sovereign Immunity.** The State of Wyoming, the WWDC and University do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- I. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in the MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

- 8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**UNIVERSITY OF WYOMING, OFFICE OF RESEARCH AND ECONOMIC DEVELOPMENT**

\_\_\_\_\_

Farrell Rapp  
Director, Research Services

\_\_\_\_\_

Date

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope, Senior Assistant Attorney General

\_\_\_\_\_

Date



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WYOMING WATER DEVELOPMENT COMMISSION AND  
THE UNIVERSITY OF WYOMING, OFFICE OF RESEARCH AND ECONOMIC  
DEVELOPMENT**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Water Development Commission (Commission), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002, and the University of Wyoming, Office of Research and Economic Development (University), whose address is Dept. 3355, 1000 E. University Avenue, Laramie, Wyoming 82071.
2. **Purpose.** The purpose of this MOU is to further the water resource research objectives of the University, the Commission, and other agencies by providing Commission support for research regarding Wyoming's water resources. The water resources research needs will be defined by the Commission and Legislative Select Water Committee (SWC) following consideration of input received from the Water Research Program (WRP) Advisory Committee.
3. **Term of MOU.** This MOU is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the MOU is from March 20, 2024 or the Effective Date, whichever is later, through June 30, 2028.
4. **Payment.**
  - A. The total payment provided by the Commission to the University shall not exceed three hundred ninety-seven thousand, five hundred fourteen dollars (\$397,514.00). Payment shall be made to the University of Wyoming Office of Sponsored Programs within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602 in the form of one (1) payment of three hundred ninety-seven thousand, five hundred fourteen dollars (\$397,514.00).
5. **Responsibilities of University.** The University shall:
  - A. Conduct the following new research projects (FY2024 WRP solicitation) as approved by the SWC on January 11, 2024:
 

*“Quantifying Nitrogen Sources in a Headwater Catchment from Stable Isotopes of Nitrate: Proof of Concept and Case Study at Brooks Lake, Fremont County, Wyoming”*; Bredoire, Williams, Collins, Dewey, McDonald, Patterson, Steg and Wachtendonk, two (2) year duration. University match: one hundred ninety thousand, four hundred three dollars (\$190,403.00). Commission amount: one hundred ninety-nine thousand, one hundred eight dollars (\$199,108.00).

*“Sibert Pivot Hydrologic Monitoring of Drought Adaptation Irrigation*

*Management Strategies*”; Paige and Cook, three (3) year duration. University match: one hundred eighty-five thousand, seven hundred eighty-nine dollars (\$185,789.00). Commission amount: one hundred ninety-eight thousand, four hundred six dollars (\$198,406.00).

- B. Provide the Commission with copies of all reports produced as a result of WRP activities.
- C. Provide the Commission an accounting estimate of funds by May 1, 2028 for funds not anticipated to be used.

## 6. General Provisions.

- A. **Amendments.** Either party may request changes in the MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- D. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- G. Sovereign Immunity.** The State of Wyoming, the Commission, and University do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

- 7. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

**WYOMING WATER DEVELOPMENT COMMISSION:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**UNIVERSITY OF WYOMING, OFFICE OF RESEARCH AND ECONOMIC DEVELOPMENT:**

\_\_\_\_\_  
Farrell Rapp  
Director, Research Services

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope, Senior Assistant Attorney General

\_\_\_\_\_  
Date

SMALL WATER  
PROJECT  
PROGRAM –  
FUNDING  
APPLICATIONS

**PROJECT AGREEMENT**  
**MSC No. \_\_\_\_\_**  
**(PROJECT) PROJECT**

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, (Commission), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the **SPONSOR NAME**, **Sponsor's County** County, Wyoming, a duly organized **water and sewer district / water district / improvement and service district / watershed improvement district / conservation district / conservancy district / joint powers board / other** existing under the laws of that state (Sponsor), whose address is: **Address, City, WY Zip Code**.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design and construction of a small water development project and specify terms for the project. The following project is hereby authorized and financed according to the terms of enacted legislation and this Agreement:
  - (a) **Project [Project]; and**
  - (b) Appurtenances necessary to make the Project complete and function in the manner intended.
  
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date until all provisions and conditions set forth herein have been satisfied.
  
4. **Special Provisions.**
  - A. The Commission approved a grant to the Sponsor of not more than **XXXX THOUSAND DOLLARS (\$XXXX.00)** or fifty percent (50%) of the actual development costs, whichever is less, which shall be disbursed to the Sponsor according to the terms of this Agreement. The Sponsor is responsible for acquiring the remaining fifty percent (50%) of the Project funds from other sources.
  - B. The Sponsor is responsible for acquiring, and shall submit to the Commission, all necessary public access agreements, permits, plans, specifications, change orders, operation and maintenance plans, funding participation and construction budgets, and any other document deemed necessary by the Commission. The Commission shall have a reasonable time to examine the documents and submit comments. If the plans and specifications require modifications, or if the proposed Project cannot be constructed with the funds available, the Sponsor shall be informed in writing and the Sponsor shall have a reasonable time to provide such information as may be required by the Commission, make authorized alterations to the proposed Project that are necessary to provide the Commission with a reasonable expectation that the Project may be constructed with the funds available, or terminate the Project.

- C. If the Commission determines that the Sponsor has met all necessary requirements described in Section 4(B) of this Agreement and the conditions of the Small Water Project Program Operating Criteria, the Commission shall notify the Sponsor that construction may commence. The Commission shall not reimburse the Sponsor for construction costs incurred prior to the receipt of the notice to proceed with construction from the Commission.
- D. 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 operation, maintenance, and repair expenses, including labor. The Sponsor shall complete the Project no later than **December 31, 20XX**, and shall have settled all claims and paid all Project expenses by said date. No funds shall be paid by the Commission after said date specified, and the Sponsor shall be solely responsible for payment of any expenses incurred or claims received after said date.
- E. Funds disbursed under this Agreement may only be used as approved by the Commission to defray costs identified in the final plans and specifications or authorized by approved change orders to pay for permit procurement, Project land procurement, or design or construction engineering services essential to construction of the Project. Necessary and reasonable Project expenses or costs not directly identified above require prior written approval by the Commission.
- F. Prior to the disbursement of any funds, the Sponsor shall submit to the Commission a certified pay request, signed contractor invoices, before and after photos of the individual component, latitude and longitude coordinates, as built drawings, and any applicable finalized State Engineer's Office paperwork. Prior to the final payment, the Sponsor shall submit to the Commission an operation and maintenance plan, signed contractor invoices, and a certified payment request to the Commission, including: a Notice of Final Payment; **affidavit of publication documenting final settlement as required under W.S. 16-6-116 if the Sponsor determines the Project meets the definition of a "public work" as defined in W.S. 16-6-101(ix)**; before, during, and after photographs of the Project; certified as-constructed Project plans or a letter from the engineer certifying the Project is functioning in the manner intended; latitude/longitude coordinates; and finalized State Engineer's Office paperwork for any wells constructed. Requests for payment shall be certified by the Sponsor or its designated representative and accompanied by material invoices. Upon approval of the payment requests by the Commission, requests will be processed and disbursements will be delivered to a representative of the Sponsor. The Sponsor shall use funds disbursed by the Commission immediately upon receipt and in strict accordance with the requests for payment submitted by the Sponsor and approved by the Commission.

Payments made by the Commission shall be coordinated with all other Sponsor funding sources, including in-kind contributions, so that the total amount provided to the Sponsor from all funding sources shall not exceed ONE-HUNDRED

PERCENT (100%) of total Project costs. Total Project costs may include the value of any in-kind contributions for the installation of Project materials purchased specifically for the Project, as documented by invoice and determined by the Commission. For the purposes of calculating total Project costs, in-kind contributions shall not exceed FIFTY PERCENT (50%) of total Project costs. The total amount provided to the Sponsor shall not exceed FIFTY PERCENT (50%) of total Project costs.

- G. Representatives of the Commission shall have the right of ingress and egress to enter upon the premises at any time, for the purpose of inspection for the life expectancy of the Project. If the Sponsor does not own the premises upon which the Project is located, or does not own access to the Project, the Sponsor shall obtain written permission from the landowner(s) of the premises on which the Project is located, and any land needed for access to the Project, for representatives of the Commission to have access to the Project for inspection purposes, and the ability to collect necessary resource data, as defined by Wyo. Stat. § 6-3-414(e)(iv).
- H. If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate 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 the Commission determines that the Sponsor has, without good cause, abandoned completion of the Project, the Sponsor shall be obligated to 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.

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 offset 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 offset 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. Audit and Access to Records.** If at any time after execution of this Agreement and before one (1) year after the date of final payment to the Sponsor, the Commission requests an audit of funds disbursed, the Sponsor agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the Commission. 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.
- D. 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.
- E. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, and public works. The Sponsor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall

be effective only after it is reduced to writing and executed by all parties to the Agreement.

- 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. Nondiscrimination.** The Sponsor 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 Agreement.

- M. 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, 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).
- N. 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.
- O. 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.
- 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. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- R. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- S. 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.
- T. 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. Delivery by the Sponsor of an originally signed counterpart of this Agreement by PDF shall be

followed up immediately by delivery of the originally signed counterpart to the Commission.

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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:**

**Chairman** \_\_\_\_\_ Date \_\_\_\_\_

**Secretary** \_\_\_\_\_ Date \_\_\_\_\_

**DISTRICT (Sponsor):**

**, Chairman** \_\_\_\_\_ Date \_\_\_\_\_

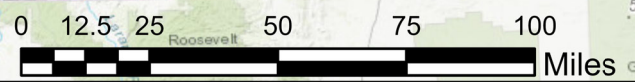
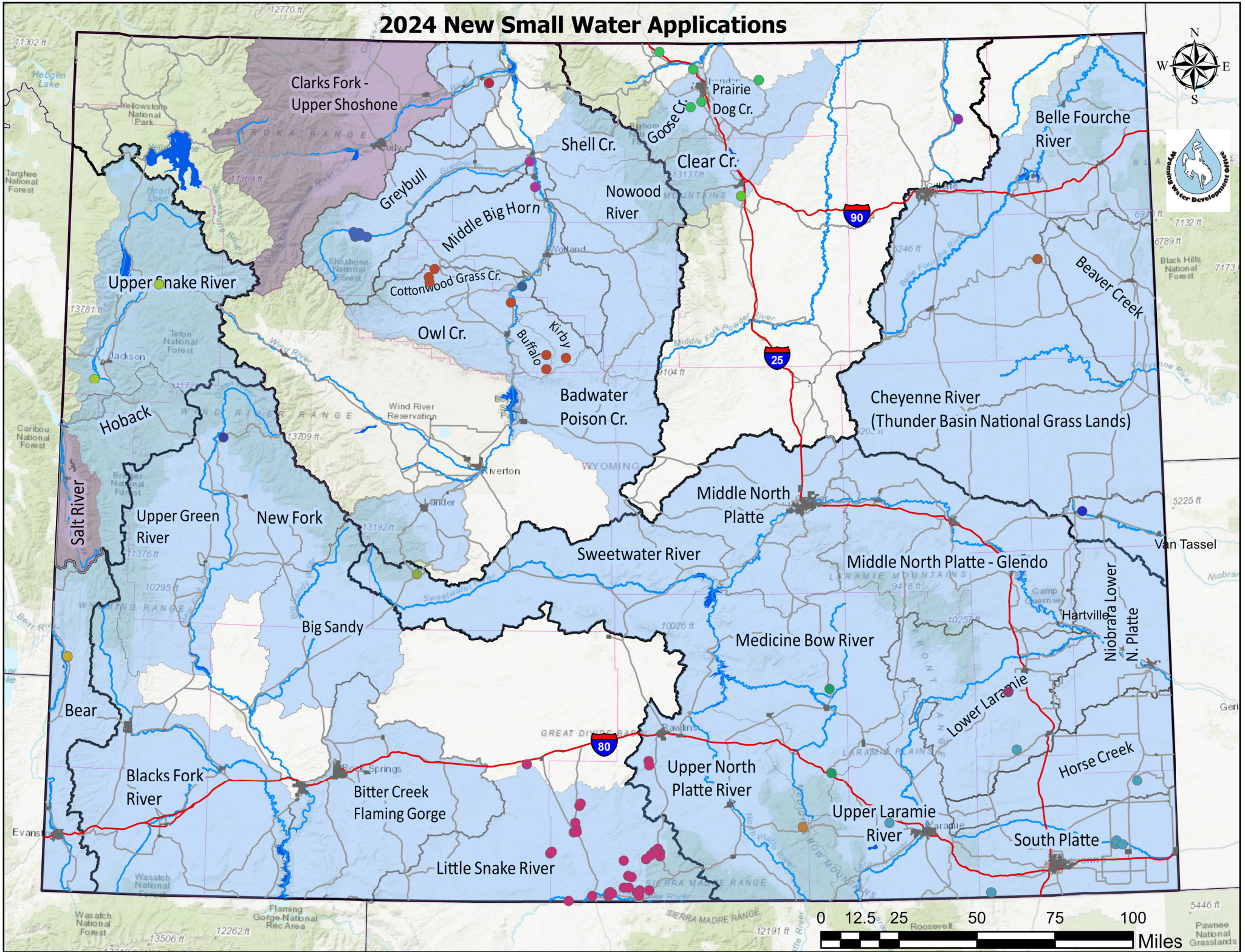
**, Secretary** \_\_\_\_\_ Date \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope, Senior Assistant Attorney General Date \_\_\_\_\_



# 2024 New Small Water Applications



Clarks Fork - Upper Shoshone

Prairie Dog Cr.

Belle Fourche River

Shell Cr.

Clear Cr.

Beaver Creek

Upper Snake River

Middle Big Horn

Nowood River

Cottonwood Grass Cr.

Owl Cr.

Buffalo

Kirby

Badwater Poison Cr.

Cheyenne River (Thunder Basin National Grass Lands)

Hoback

Upper Green River

New Fork

Middle North Platte

Sweetwater River

Middle North Platte - Glendo

Big Sandy

Medicine Bow River

Niobrara Lower N. Platte

Bear

Blacks Fork River

Bitter Creek Flaming Gorge

Upper North Platte River

Upper Laramie River

Horse Creek

Little Snake River

South Platte

Pawnee National Grasslands



### 2024 Small Water Program Summary for Account 1 (everything)

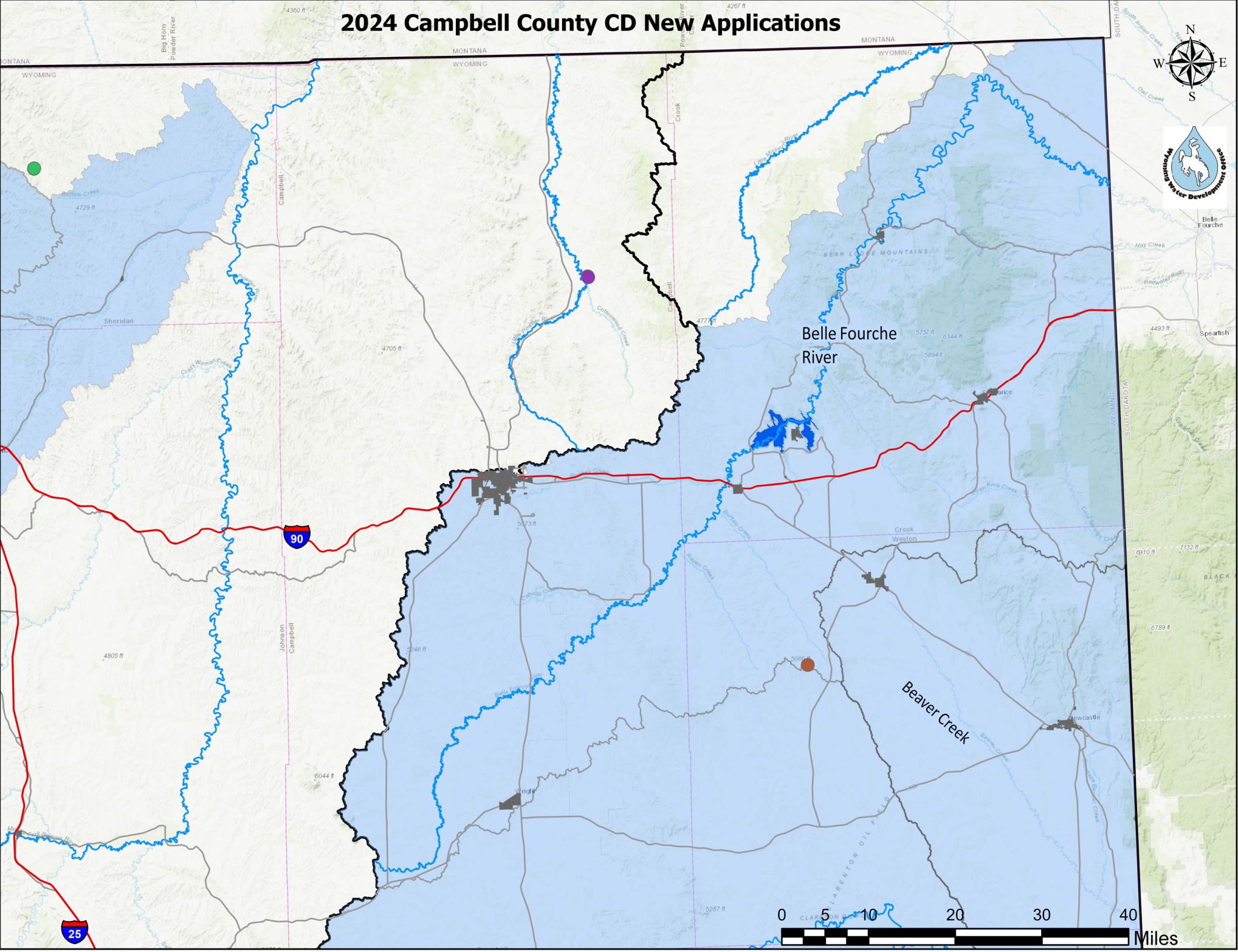
Primary Project Name	Funding Account	Watershed Study	Priority	Estimated Total Project Cost	WWDC Grant	Project Type	Sponsors Summary
<b>Campbell County CD</b>							
1 Little Powder River Upland Water Development 1	I	Not Identified in a WS Study	1	\$61,000.00	\$30,500.00	Well	1 project for \$30,500
<b>Hot Springs CD</b>							
1 Axtell Ranches Antelope Livestock Watering Systems	I	Not Identified in a WS Study	3	\$145,000.00	\$35,000.00	Pipeline and Conveyance	6 projects for \$210,000
2 Graves Land & Livestock Pipeline & Tanks	I	Not Identified in a WS Study	3	\$144,000.00	\$35,000.00	Pipeline and Conveyance	
3 Kimsey Hall Butte Watering System	I	Not Identified in a WS Study	3	\$220,000.00	\$35,000.00	Pipeline and Conveyance	
4 Kirby Creek Ranch Antelope Creek Spring & Pipeline	I	Not Identified in a WS Study	3	\$72,000.00	\$35,000.00	Pipeline and Conveyance	
5 Sonrise Pipeline	I	Not Identified in a WS Study	3	\$370,000.00	\$35,000.00	Pipeline and Conveyance	
6 Van Huele Well & Pipeline	I	Not Identified in a WS Study	1	\$73,000.00	\$35,000.00	Well	
<b>Laramie County CD</b>							
1 Cactus Pasture Project	I	Not Identified in a WS Study	1	\$64,080.00	\$32,040.00	Well	6 projects for \$193,880
2 Castle Rock Stock Pipeline	I	Not Identified in a WS Study	3	\$83,384.00	\$35,000.00	Pipeline and Conveyance	
3 Fornstrom North Ward Project	I	Not Identified in a WS Study	3	\$49,600.00	\$24,800.00	Pipeline and Conveyance	
4 Fornstrom South Ward	I	Not Identified in a WS Study	1	\$64,080.00	\$32,040.00	Well	
5 Mariah Stock Pipeline 2024	I	Not Identified in a WS Study	3	\$72,933.00	\$35,000.00	Pipeline and Conveyance	
6 Shoun Foxhills Stock Well 2024	I	Not Identified in a WS Study	1 (1)	\$150,000.00	\$35,000.00	Well	
<b>Lincoln CD</b>							
1 Cokeville Smiths Fork River EWP - Kenneth Cook	I	Not Identified in a WS Study	5	\$152,873.00	\$35,000.00	Environmental	2 projects for 70,000
2 Cokeville Smiths Fork River EWP - Shane Pope	I	Not Identified in a WS Study	5	\$126,304.00	\$35,000.00	Environmental	
<b>Little Snake River CD</b>							
1 Adams Livestock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	31 projects for \$965,500
2 Bartlett Stock Water Pond 4	I	Not Identified in a WS Study	2	\$50,000.00	\$25,000.00	Small Reservoir	
3 Bartlett Stock Water Pond 5	I	Not Identified in a WS Study	2	\$50,000.00	\$25,000.00	Small Reservoir	
4 Bartlett Stock Water Pond 7	I	Not Identified in a WS Study	2	\$50,000.00	\$25,000.00	Small Reservoir	
5 Bartlett Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
6 Cottonwood Bluff Buried Ditch No 2	I	Not Identified in a WS Study	3	\$26,000.00	\$13,000.00	Pipeline and Conveyance	
7 Hog Eye Ranch LLC Stock Water Well & Pipeline - Dad	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
8 Hog Eye Ranch LLC Stock Water Well & Pipeline - State North Dad	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
9 Kaisler Cattle Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
10 Kelly State Land Ponds No 2 & 3	I	Not Identified in a WS Study	2	\$70,000.00	\$35,000.00	Small Reservoir	
11 Kelly State Land Ponds No 4 & 5	I	Not Identified in a WS Study	2	\$70,000.00	\$35,000.00	Small Reservoir	
12 Kelly State Pond No 1	I	Not Identified in a WS Study	2	\$50,000.00	\$25,000.00	Small Reservoir	
13 Kody Stocks Stock Reservoir	I	Not Identified in a WS Study	2	\$70,000.00	\$35,000.00	Small Reservoir	
14 Larson Cattle Pipeline	I	Not Identified in a WS Study	3	\$45,000.00	\$22,500.00	Pipeline and Conveyance	
15 Little Snake Land Company Oxbow	I	Not Identified in a WS Study	5	\$360,000.00	\$35,000.00	Wetland Development	
16 Lower Big Gulch Stock Water Pipeline	I	Not Identified in a WS Study	3	\$70,000.00	\$35,000.00	Pipeline and Conveyance	
17 Montgomery Livestock Water Control Structure & Headgate	I	Not Identified in a WS Study	4	\$20,000.00	\$10,000.00	Irrigation	
18 Morrison Cherry Grove Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
19 Morrison South Stock Water Pipeline	I	Not Identified in a WS Study	3	\$75,000.00	\$35,000.00	Pipeline and Conveyance	
20 Morrison South Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
21 North GL Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
22 Page Land & Cattle Stock Water Well 35	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
23 Raught Ranches Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
24 Ready Livestock Company Spring Development	I	Not Identified in a WS Study	1	\$30,000.00	\$15,000.00	Spring	
25 Snowbank North Stock Water Pipeline	I	Not Identified in a WS Study	3	\$70,000.00	\$35,000.00	Pipeline and Conveyance	
26 Snowbank West Stock Water Pipeline	I	Not Identified in a WS Study	3	\$90,000.00	\$35,000.00	Pipeline and Conveyance	
27 South GL Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
28 Stark Place Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
29 Trough Springs Pond 2024	I	Not Identified in a WS Study	2	\$70,000.00	\$35,000.00	Small Reservoir	
30 Ute Stock Water Pipeline	I	Not Identified in a WS Study	3	\$90,000.00	\$35,000.00	Pipeline and Conveyance	
31 Ute Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
<b>Medicine Bow CD</b>							
1 Boulder Two Rivers Ranch Stock Water Development	I	Medicine Bow River	3	\$58,000.00	\$29,000.00	Pipeline and Conveyance	2 projects for \$64,000
2 Brokaw SWPP	I	Not Identified in a WS Study	2	\$70,000.00	\$35,000.00	Small Reservoir	
<b>Meeteetse CD</b>							
1 Francs Fork Off Channel Stock Watering - East Well	I	Greybull	1 (1)	\$57,000.00	\$28,500.00	Well	2 projects for

2	Francs Fork Off Channel Stock Watering - West Well	I	Greybull	1 (1)	\$57,000.00	\$28,500.00	Well	\$57,000
Niobrara CD								
1	Johnson No 1 Pipeline	I	Niobrara Lower N Platte	1 (3)	\$54,000.00	\$27,000.00	Pipeline and Conveyance	1 project for \$27,000
North Platte Valley CD								
1	North Platte Valley Project No 3 Cushman Pipeline	i	Niobrara Lower N Platte	3	\$114,070.00	\$35,000.00	Pipeline and Conveyance	1 project for \$35,000
Popo Agie CD								
1	Sandstone Ditch Pipeline	I	Not Identified in a WS Study	3	\$180,000.00	\$35,000.00	Pipeline and Conveyance	1 project for \$35,000
Sheridan County CD								
1	Backside of Badger Livestock Water Development	I	Not Identified in a WS Study	1	\$58,000.00	\$29,000.00	Spring	5 projects for \$169,000
2	Gerdel Ditch Seepage Mitigation Extension Project	I	Goose Creek	3	\$72,600.00	\$35,000.00	Pipeline and Conveyance	
3	Peralta Ditch Conveyance Pipeline	I	Goose Creek	1 (3)	\$82,820.00	\$35,000.00	Irrigation	
4	Port of Entry Livestock Water Development	I	Not Identified in a WS Study	1	\$76,000.00	\$35,000.00	Well	
5	Sixmile Creek Stabilization & Habitat Improvement	I	Not Identified in a WS Study	5	\$90,000.00	\$35,000.00	Environmental	
Shoshone CD								
1	Pipeline No 57	I	Lower Shoshone River	3	\$142,760.00	\$35,000.00	Pipeline and Conveyance	1 project for \$35,000
South Big Horn CD								
1	Craft Irrigation Pipeline	I	Not Identified in a WS Study	3	\$43,000.00	\$21,500.00	Pipeline and Conveyance	2 projects for \$49,000
2	Lower Greybull River Pipeline	I	Not Identified in a WS Study	3	\$55,000.00	\$27,500.00	Pipeline and Conveyance	
Sublette County CD								
1	Roussey No 1 Stock Reservoir	I	Not Identified in a WS Study	1 (2)	\$24,000.00	\$12,000.00	Small Reservoir	1 project for \$12,000
Teton CD								
1	Hidden Hills Ranches Subdivision Fire Suppression Cisterns	I	Not Identified in a WS Study	2	\$71,555.00	\$35,000.00	Rural Community Fire Suppression	1 project for \$35,000
Washakie County CD								
1	Sage Creek IV Livestock Well	I	Not Identified in a WS Study	1	\$20,000.00	\$10,000.00	Well	1 project for \$10,000
Weston County NRD								
1	Shepperson Well	I	Not Identified in a WS Study	1	\$30,000.00	\$15,000.00	Well	1 project for \$15,000

<b>Small Water Account 1 Summary</b>	
Available in Account 1 as of 2/13/24	\$584,375.00
2024 Omnibus Construction Bill Appropriation	\$1,500,000.00
Subtotal	\$2,084,375.00
New 2024 Requests	\$2,012,880.00
Remaining (Subtotal 1 - 2024 Requests)	\$71,495.00



# 2024 Campbell County CD New Applications





THE STATE OF WYOMING

Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002
FAX: (307) 777-6819



2024 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Little Powder River Upland Water Development 1 Program: New Development
Project Type: Well County: Campbell
Sponsor and Status: Campbell County Conservation District
Project Priority: 1. Source Water Development
Director's Recommendation: Do Fund
Estimated Total Project Cost: \$61,000 Requested Grant: \$30,500
Identified in a Watershed Study: No Watershed Study: NA

1. Project Description:

The Little Powder River Upland Water Development I project seeks to create a stable, upland water source for the livestock operation to reduce pressure on the nearby waterway. This project will include multiple components:

- Water Well - One new water well will be placed in proximity to the abandoned Soda Well Oil and Gas Field.
Pumping Plant - One electric-powered pumping plant will also be placed in conjunction with the water well to ensure proper fill from the supplying aquifer.
Livestock Pipeline - Approximately 2,909' of livestock pipeline will be placed to connect the water well/pumping plant to the three tanks.
Watering Facility - Three tanks will be set from the livestock pipeline, including one storage tank and two stock tanks.

2. Sponsor Defined Public Benefit:

'The Little Powder River Watershed consists of approximately 1,295,560 acres (2,024 square miles) within Campbell County, Wyoming. The Little Powder River (LPR) originates due north of the City of Gillette and flows northward into Montana, where it merges into the Powder River northeast of Broadus, Montana. In 1999, the United States Geological Survey (USGS) Gauge #06324970 collected data near the Montana state border and showed exceedances of the fecal coliform bacteria criterion. In 2002, the LPR was placed on the 303(d) list for impaired surface water bodies. In 2010, the Wyoming Department of Environmental Quality (WDEQ) extended the impaired segment of the LPR further upstream to the confluence with Spring Creek (Figure 1). The most recent 303(d) list continues to include the LPR as an impaired water body, due to the repeated exceedances of the fecal coliform/E. coli criterion for primary contact recreation use. The Campbell County Conservation District (CCCD) initiated water quality monitoring and planning efforts within the Little Powder River Watershed in 2002. The Little Powder River Watershed Steering Committee (LPRWSC), comprised of involved landowners and residents, used monitoring data and local knowledge of the watershed to develop the Little Powder River Watershed Plan. Formally adopted in 2006, the plan provided guidance for the monitoring of the water body, implementation of Best Management Practices (BMPs), and development of relevant educational activities. The LPRWSC was reconvened in 2018 to develop a Total Maximum Daily Load (TMDL) alternative, The Little Powder River Watershed Restoration Plan, by utilizing monitoring data collected between 2002 and 2016. Through the development of this updated plan, the LPRWSC established that a 70% reduction plan in fecal coliform/E. coli concentrations would be necessary to attain water quality standards as established by the WDEQ.

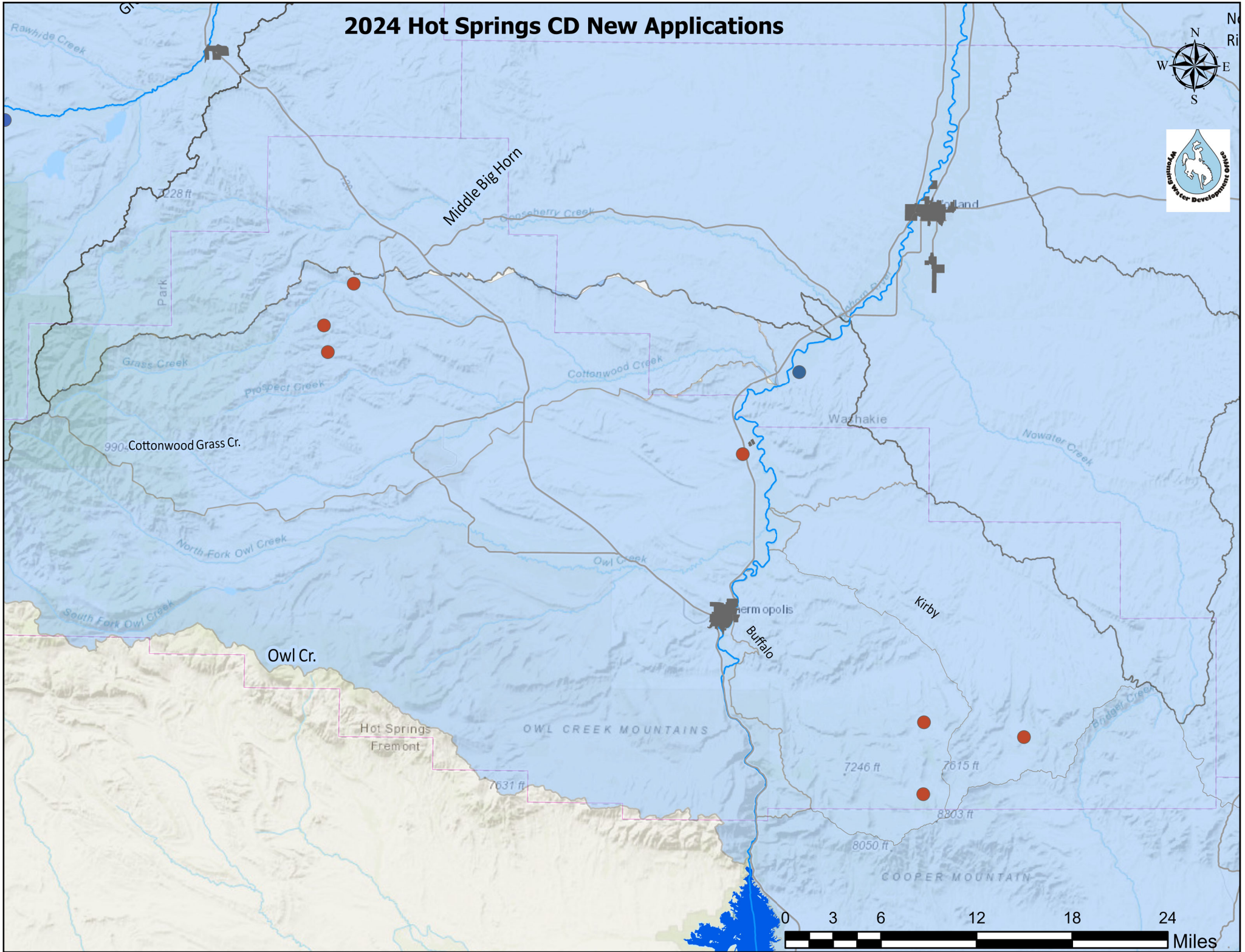
*CCCD believes the key to meeting water quality standards within the Little Powder River Watershed is through the implementation of targeted BMPs. As fecal coliform and E. coli both pose potentially significant human health concerns, the reduction of bacterial concentrations is of the utmost importance to County entities which monitor its quality. Additionally, as the LPR begins immediately north of the City and extends to the Montana state line, there is immense usage of the LPR by numerous private landowners, as well as private and public entities. As such, the LPR supports agriculture and livestock operations, mining facilities, and vital wildlife habitats, which benefit the longevity of Campbell County's natural resources."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Hot Springs CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Axtell Ranches Antelope Livestock Watering System

**Program:** New Development

**Project Type:** Pipeline

**County:** Hot Springs

**Sponsor and Status:** Hot Springs Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$145,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to develop an existing spring, install 20,710 feet of buried pipeline to serve 10 new livestock watering tanks.

### 2. Sponsor Defined Public Benefit:

*"This project while located on private property, will provide fresh water access adjacent to BLM land. This area is crucial range for elk and mule deer, as well as located near core sage grouse areas. These watering tanks will provide additional water sources for livestock and wildlife in an area with limited water sources."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Graves Land & Livestock Pipeline & Tanks

**Program:** New Development

**Project Type:** Pipeline

**County:** Hot Springs

**Sponsor and Status:** Hot Springs Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$144,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to further develop an existing well with an electric pump, construct 9 livestock tanks, one storage tank, and run pipeline from the well to the new tanks.

### 2. Sponsor Defined Public Benefit:

*"This project is located in crucial mule deer habitat, and will also provide water sources for the elk and grizzly bear in the drainage, along with the domestic livestock. These tanks will provide better dispersion for both wildlife and livestock along this drainage and reduce pressure on Grass Creek."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Kimsey Hall Butte Watering System

**Program:** New Development

**Project Type:** Pipeline

**County:** Hot Springs

**Sponsor and Status:** Hot Springs Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$220,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to install a solar pump on an existing reservoir, laying 23,470 feet of buried pipeline, installing one storage tank along with 4 livestock drinking tanks with storage.

### 2. Sponsor Defined Public Benefit:

*"This project, while located on private property, will provide fresh water access adjacent to BLM land. This area is classified as crucial range for antelope, elk, and mule deer, as well as located in sage grouse core area. These watering tanks will provide additional water sources for domestic livestock and wildlife in an area with limited watering sources."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Kirby Creek Ranch Antelope Creek Spring & Pipeline      **Program:** New Development  
**Project Type:** Pipeline      **County:** Hot Springs  
**Sponsor and Status:** Hot Springs Conservation District  
**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills  
**Director's Recommendation:** Do Fund  
**Estimated Total Project Cost:** \$72,000      **Requested Grant:** \$35,000  
**Identified in a Watershed Study:** No      **Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to develop an existing spring, and install 13,026 feet of buried pipeline to serve 3 new livestock watering tanks.

### 2. Sponsor Defined Public Benefit:

*“This project, while located of private property, will provide fresh water access adjacent to BLM land. This area is classified as crucial range for antelope. Elk, and mule deer, as well as being located in sage grouse core area. These watering tanks will provide additional watering sources for livestock and wildlife in an area with limited water sources.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer’s Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, “If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action”.





THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Sonrise Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Hot Springs

**Sponsor and Status:** Hot Springs Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$370,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to replace deteriorated dirt ditches with 3,600 feet of buried pipe, with one screen, 8 risers, and one turnout valve.

### 2. Sponsor Defined Public Benefit:

*"This project will allow for more efficient use of water and more water available for use downstream. These fields provide habitat and cover for game birds and wildlife along Grass Creek."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Van Huele Well & Pipeline

**Program:** New Development

**Project Type:** Well

**County:** Hot Springs

**Sponsor and Status:** Hot Springs Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$73,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is drilling a well, installing a solar pump, 2800 feet of buried pipeline, and 2 livestock watering tanks.

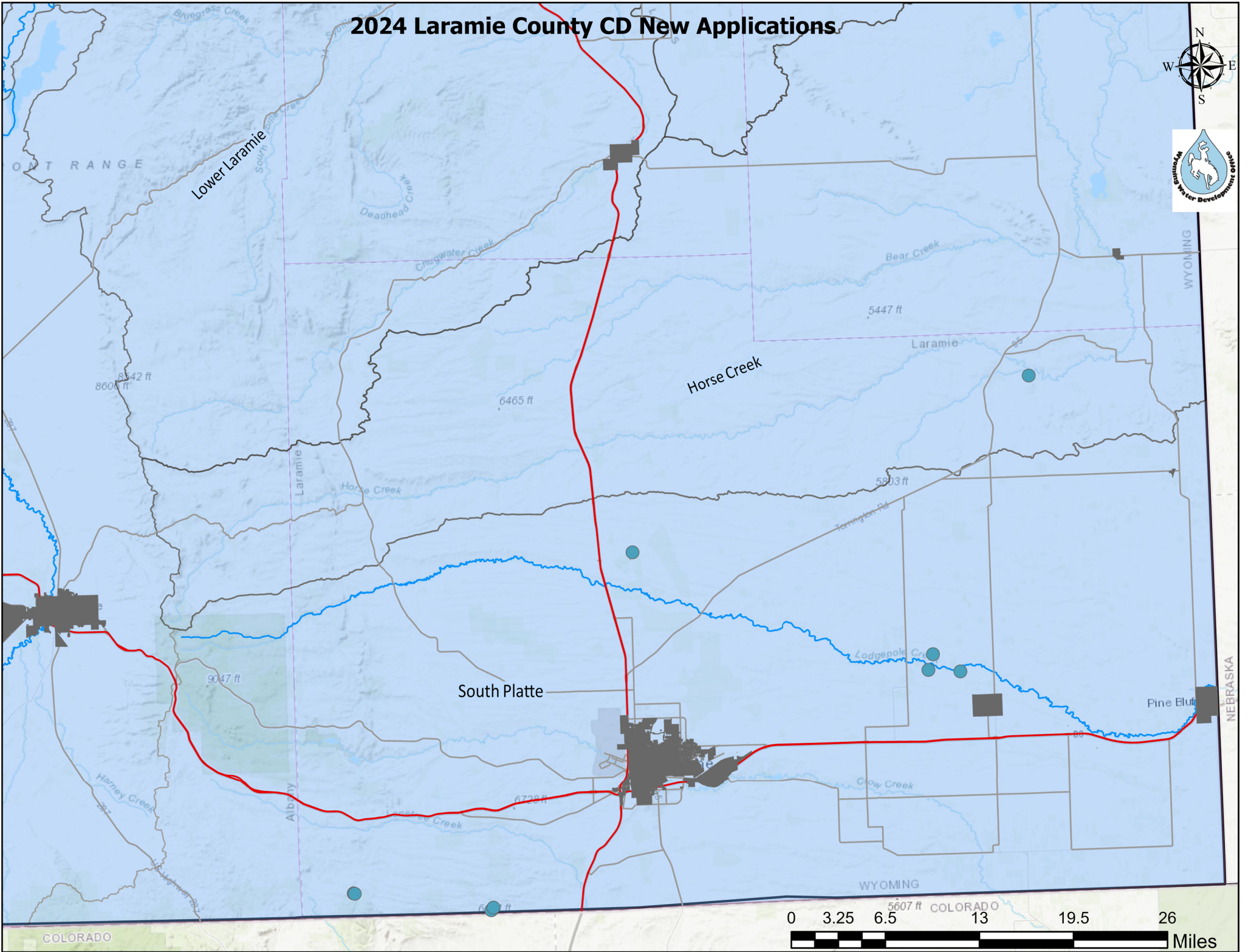
### 2. Sponsor Defined Public Benefit:

*"This project, while located on private property, will provide fresh water access adjacent to BLM land. This area has very limited fresh water available to wildlife and livestock. Cottonwood Creek is 5-7 miles from the well site and is the closest source fresh water. The only other available water is oilfield discharge water."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Laramie County CD New Applications





THE STATE OF WYOMING

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Cactus Pasture Project

**Program:** New Development

**Project Type:** Well

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$64,080

**Requested Grant:** \$32,040

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is drilling an estimated 350-foot well and constructing a 20-foot bottomless tank to preserve a 1470-foot section of Lodgepole Creek. This will be fenced off and will defer the riparian pasture for between one and two years within this greater half section pasture.

### 2. Sponsor Defined Public Benefit:

*"Lodgepole Creek maintains perennial flows in this area of southeast Wyoming which supports numerous bird, fish, and plant species of concern. With the off-channel water development, stream bank riparian vegetation will be able to recuperate and stabilize the stream. The development of this project will allow for improved management of these species of concern. It will also allow for better distribution of cattle to the farthest end of the pasture, away from Lodgepole Creek, improving plant diversity throughout the entire pasture."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Castle Rock Stock Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$83,384

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to develop of an existing flowing well (Castle Rock Free Flowing Well #12, PN123254W) for stock use in a 1280-acre pasture. Water will be stored in a large storage tank (<5000 gallon) and solar pumped through over two-miles of pipeline to three tire tanks.

### 2. Sponsor Defined Public Benefit:

*"This solar pumped pipeline will drastically improve distribution throughout this drier 1280-acre pasture. Currently the cattle do not migrate more than half a mile from the spring located much lower in the pasture, so utilization is fairly limited within the large pasture. Developing water would allow a more dispersed and uniform grazing scheme which should improve range condition over time, given consistent cattle numbers. Wildlife abounds in this area with resident herds of antelope, mule deer and elk."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Fornstrom North Ward Project

**Program:** New Development

**Project Type:** Pipeline

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$49,600

**Requested Grant:** \$24,800

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to enlarge an existing well's (P7114W) area of use by running nearly 4500-feet of 2" HDPE pipe to a bottomless tank. This extension allows the creation of a riparian pasture along Lodgepole Creek with a better distributed 3 pastures versus 2 larger less watered pastures. 80 cow-calf pairs will use these pastures.

### 2. Sponsor Defined Public Benefit:

*"Lodgepole Creek maintains perennial flows in this area of southeast Wyoming which supports numerous birds, fish, and plant species of concern. With the off-channel water development, stream bank riparian vegetation will be able to recuperate and stabilize the stream. The development of this project will allow for improved management of these species of concern. It will also allow for better distribution of cattle to the farthest end of the pasture, away from Lodgepole Creek, improving plant diversity throughout the entire pasture."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Fornstrom South Ward

**Program:** New Development

**Project Type:** Well

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$64,080.00

**Requested Grant:** \$32,040

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a stock well and install a stock tank for livestock water.

### 2. Sponsor Defined Public Benefit:

*"Lodgepole Creek maintains perennial flows in this area of southeast Wyoming which supports numerous bird, fish, and plant species of concern. With the off-channel water development, stream bank riparian vegetation will be able to recuperate and stabilize the stream. The development of this project will allow for improved management of these species of concern. It will also allow for better distribution of cattle to the farthest end of the pasture, away from Lodgepole Creek, improving plant diversity throughout the entire pasture."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Mariah Stock Pipeline 2024

**Program:** New Development

**Project Type:** Pipeline

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$72,933

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to use the Newman Stock Reservoir as a diversion point for stock water to be gravity fed into a buried storage tank, then pumped uphill to a set of tanks roughly 3800-feet away. This project will not divert storage from the reservoir, but instead, direct flow from Sand Creek. The reservoir will be used as an oversized filter to prevent sediment and vegetation from being diverted into the storage tank. Development of this stock water will help to develop a riparian pasture.

### 2. Sponsor Defined Public Benefit:

*"The land on which this diversion is anticipated is owned and operated by the City of Cheyenne and has been incorporated into the greater Belvoir Ranch operations. This facility, along with the separate stock reservoir rehabilitation, will allow for the creation of a riparian pasture along the source, Sand Creek. The riparian pasture will be used in the late fall so that the banks and riparian vegetation can be stabilized along the creek. This pasture will provide better feed for cattle and exponentially more wildlife habitat for public benefit."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Shoun Foxhills Stock Well 2024

**Program:** New Development

**Project Type:** Well

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$150,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a Fox Hills well to provide stock water in a large pasture (2300+ acres) where only one spring is currently available for cattle. The well will be accompanied by a 30-foot bottomless tank. The system will be run off an electric pump.

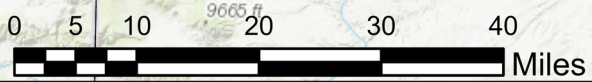
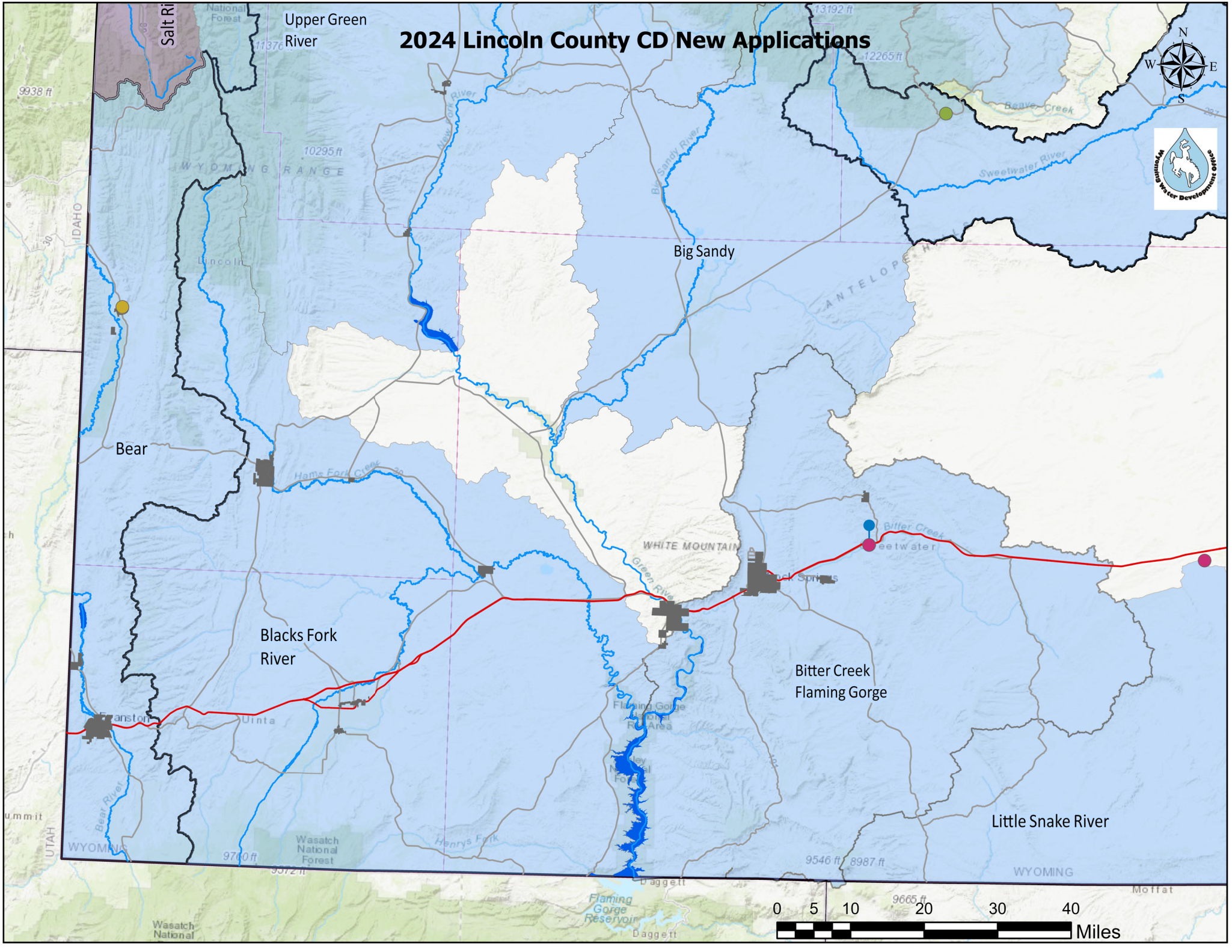
### 2. Sponsor Defined Public Benefit:

*"The public benefit is better distribution of cattle in a very large pasture (>2300 ac) with only one water source, a spring. Currently the spring source has taken a toll for this very reason. Pronghorn, whitetail and mule deer herds would benefit from additional sources of water as well, let alone the improved grazing within the pasture. Just having less pressure on the spring should improve some of the habitat immediately adjacent at a minimum. The spring runs for a few hundred feet and has been severely impacted for the same distance."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Lincoln County CD New Applications







THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Cokeville Smiths Fork River EWP – Kenneth Cook

**Program:** New Development

**Project Type:** Environmental

**County:** Lincoln

**Sponsor and Status:** Lincoln Conservation District

**Project Priority:** 5. Environmental

**Director’s Recommendation:** Do Fund

**Estimated Total Project Cost:** \$152,873

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to reduce the bank erosion of the Smiths Fork River that is threatening to washout the Whites Water Ditch. Installed practices will include stream barbs, geotextile fabric, pool excavation and native plantings.

### 2. Sponsor Defined Public Benefit:

*“This proposed project is being done through an Emergency Watershed Protection (EWP) program grant headed up by the USDA Natural Resources Conservation Service. This past spring (2023) the Whites Water threatened Ditch used by Kenneth Cook, the lead landowner, and several other agriculture producers serves was being threatened to be washed away by the Smiths Fork River due to bank erosion. The ditch serves a couple thousand acres of hay land. The bank erosion was taking place on the South side of the American Legion Grounds Park which is owned by the Town of Cokeville. The Town of Cokeville already had to give up some ground in the park to relocate the Whites Water Ditch to the North so irrigation water could go down the ditch to provide water to cooperators’ agriculture fields this past spring. Currently, the NRCS is working on engineering plans to protect the bank so it does not erode back again into the new ditch location in the park. The park is small and cannot afford to have any more ground taken up for another ditch relocation. The park is used by the town of Cokeville residents for events and picnickers going through Cokeville in the summer months. The NRCS’s EWP project will protect the park plus enable the agriculture producers to have continued access to their irrigation water. The Smiths Fork River has Bonneville Cutthroat trout in its water which is considered a sensitive species and needs protection. By curtailing bank erosion, this project will cut down on sediment erosion into the Smiths Fork River, a tributary to the Bear River, provide better trout habitat, maintain riparian zones, and improve water quality to the bear River, a tributary to Bear Lake.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer’s Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, “If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action”.



THE STATE OF WYOMING

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Cokeville Smiths Fork River EWP – Shane Pope

**Program:** New Development

**Project Type:** Environmental

**County:** Lincoln

**Sponsor and Status:** Lincoln Conservation District

**Project Priority:** 5. Environmental

**Director’s Recommendation:** Do Fund

**Estimated Total Project Cost:** \$126,304

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to stabilize the Smiths Fork River to reduce erosion, protect a town park, and stabilize an important water supply for agricultural producers. Proposed practices include the installation of a bank full bench, riprap, geotextile fabric, and live cuttings.

### 2. Sponsor Defined Public Benefit:

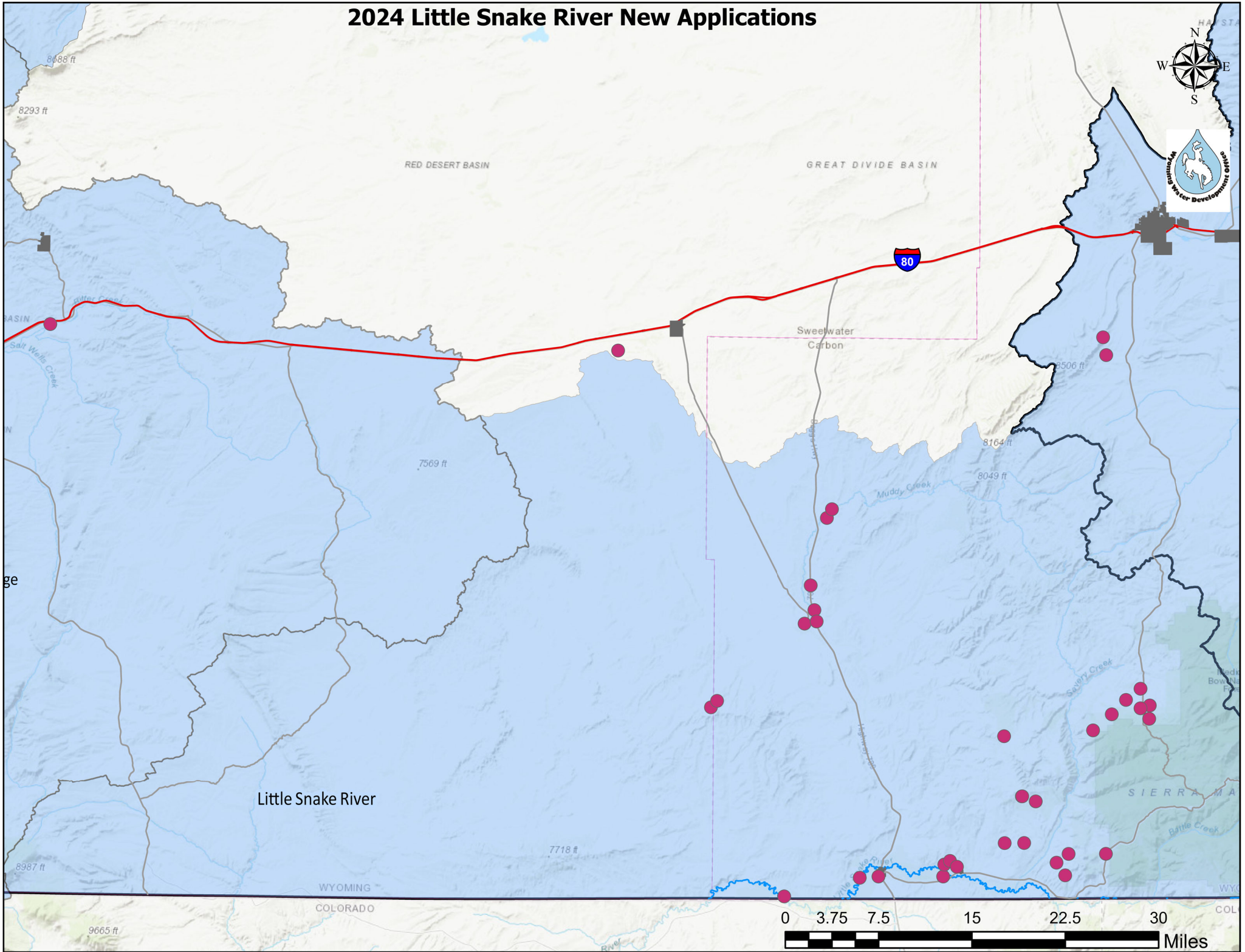
*“The proposed project is being done through an Emergency Water Protection (EWP) program grant headed up by the USDA Natural Resources Conservation Service (NRCS). This past spring (2023) the Smiths Fork River, due to above average snow melt conditions, started to severely erode into the northeast part of Shane Pope hayfield which borders the Smiths Fork River. There is an old irrigation ditch pad that Shane was contemplating to revitalize adjacent to this bank erosion area that could provide irrigation water to this hayfield. The irrigation ditch’s existing pad is at jeopardy of being washed away by the Smiths fork River bank erosion potential. The Smith’s Fork River’s bank erosion is also threatening to wash out the main access road to the Town of Cokeville’s American Legion Park plus several agriculture producers’ access to their Whites Water Ditch irrigation headgate structure for water control, and important rangeland grazing and recreation areas.*

*The Smiths Fork River, a tributary of the Bear River, has Bonneville Cutthroat trout in its waters which is considered a sensitive species that needs protection. By curtailing bank erosion this project will cut down on sediment erosion into the Smiths Fork River providing better trout habitat, maintain riparian habitat and provide better water quality to the Bear River a tributary to Bear Lake.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer’s Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, “If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action”.

# 2024 Little Snake River New Applications







THE STATE OF WYOMING

Water Development Office

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**2024 RECOMMENDATION**  
**SMALL WATER PROJECT PROGRAM**

**Project Name:** Adams Livestock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

**1. Project Description:**

The purpose of this project is to drill a well, install plumbing, solar panel, and pipeline to an existing trough.

**2. Sponsor Defined Public Benefit:**

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality. "*

**3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Bartlett Stock Water Pond 4

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$50,000

**Requested Grant:** \$25,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to construct a stock pond.

### 2. Sponsor Defined Public Benefit:

*"This project will result in improved distribution of livestock resulting in improved range condition which increases water infiltration, decreases run-off and gully erosion which improves water quality. The area is in sage grouse core area and improved range condition will benefit sage grouse, mule deer, and elk. "*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Bartlett Stock Water Pond 5

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$50,000

**Requested Grant:** \$25,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to construct one stock pond.

### 2. Sponsor Defined Public Benefit:

*"This project will result in improved distribution of livestock resulting in improved range condition which increases water infiltration, decreases run-off and gully erosion which improves water quality. The area is in sage grouse core area and improved range condition will benefit sage grouse, mule deer, and elk."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Bartlett Stock Water Pond 7

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$50,000

**Requested Grant:** \$25,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to construct one stock pond.

### 2. Sponsor Defined Public Benefit:

*"This project will result in improved distribution of livestock resulting in improved range condition which increases water infiltration, decreases run-off and gully erosion which improves water quality. The area is in sage grouse core area and improved range condition will benefit sage grouse, mule deer, and elk. "*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Bartlett Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing equipment, a solar platform, pumps, storage tank, and a 250' pipeline to the trough.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Cottonwood Bluff Buried Ditch No 2

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$26,000

**Requested Grant:** \$13,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to bury the remaining 900 feet of the Cottonwood ditch in 12" HDPE pipe and a water energy dissipation structure at the outlet of the pipe. This will complete piping and burial of this ditch from the headgate to the first user on the ditch so the entire transmission length of the ditch will be piped and buried. This is a highly erosive ditch with significant fall of approximately 42 feet over the 1800 feet of the ditch.

### 2. Sponsor Defined Public Benefit:

*"The Cottonwood Bluff ditch is highly erosive and in a number of locations has eroded to a depth that it is down to highly coarse cobbles and gravel and subsequently has high conveyance loss approaching 30-40%. Consequently, piping the ditch will result in reduce diversion which has direct public benefit to fisheries by leaving the water in the river and also reduces Wyoming over all consumptive use on the Colorado River."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Hog Eye Ranch LLC Stock Water Well & Pipeline - Dad

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing equipment, a solar platform, pumps, and 200 feet of pipeline to a trough.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Hog Eye Ranch LLC Stock Water Well & Pipeline  
-State North Dad

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing, solar equipment, pumps, pipeline, and a trough.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat. reduces upland soil erosions and increases water infiltration. decreases use and grazing impacts on riparian areas and perennial water bodies thereby improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Kaisler Cattle Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing equipment, solar systems, and a trough to provide water for cattle and livestock.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies thereby improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Kelly State Land Ponds No 2 & 3

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to construct 2 stock ponds.

### 2. Sponsor Defined Public Benefit:

*"Additional upland water source in the pasture will result in better distribution of livestock and improve range and habitat condition for both livestock and wildlife. The area is in sage grouse core area and provides high value habitat for Columbia sharptail grouse, mule deer and elk."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Kelly State Land Ponds No 4 & 5

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to construct 2 stock ponds.

### 2. Sponsor Defined Public Benefit:

*“Additional upland water source in the pasture will result in better distribution of livestock and improve range and habitat condition for both livestock and wildlife. The area is in sage grouse core area and provides high value habitat for Columbia sharptail grouse, mule deer and elk.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Kelly State Pond No 1

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$50,000

**Requested Grant:** \$25,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

The purpose of this project is to construct a stock pond.

#### 2. Sponsor Defined Public Benefit:

*“Additional upland water source in the pasture will result in better distribution of livestock and improve range and habitat condition for both livestock and wildlife. The area is in sage grouse core area and provides high value habitat for Columbia sharptailed grouse, mule deer and elk.”*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer’s Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, “If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action”.



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Kody Stocks Stock Reservoir

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

The purpose of this project is to construct a stock pond.

#### 2. Sponsor Defined Public Benefit:

*"This project will result in improved distribution of livestock resulting in improved range condition which increases water infiltration, decreases run-off and gully erosion which improves water quality. The area is in mule deer winter range and migration corridor."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Larson Cattle Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$45,000

**Requested Grant:** \$22,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to convert 1430 feet of irrigation ditch to buried pipe to reduce seepage.

### 2. Sponsor Defined Public Benefit:

*"Project public benefit is approximately 1430' of dirt ditch will be eliminated which will eliminate seepage. It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Little Snake Land Company Oxbow

**Program:** New Development

**Project Type:** Wetland

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 5. Environmental

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$360,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to realign the Little Snake River to create an oxbow wetland that reduces erosion.

### 2. Sponsor Defined Public Benefit:

*"This project will put unappropriated water to beneficial use through the creation of wetlands. It will increase the number of acres of both terrestrial and aquatic habitat for three sensitive nongame fish, amphibians, water fowl and wading birds. In addition, it will help protect agricultural lands and high value cottonwood gallery riparian areas from being lots due to reduced sedimentation. River Bank erosion was identified as the largest cause of sedimentation in the Little Snake River."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Lower Big Gulch Stock Water Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

The purpose of this project is to install 7,500 feet of pipeline and two stock tanks.

#### 2. Sponsor Defined Public Benefit:

*"Water developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies thereby, improving riparian habitat condition and water quality."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Montgomery Livestock Water Control Structure & Headgate **Program:** New Development

**Project Type:** Irrigation **County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$20,000 **Requested Grant:** \$10,000

**Identified in a Watershed Study:** No **Watershed Study:** NA

### 1. Project Description:

This proposed project would include installation of a new headgate structure to replace an old unworking headgate and put in a planned check structure and headgate. A new check structure in the West Side Canal will be installed to better divert irrigation water at low flows. The current structure leaks and is unable to control amount and timing of water.

### 2. Sponsor Defined Public Benefit:

*"Water control structures reduce seepage losses which leaves more water in the river for aquatic habitat and wildlife. This project also increases water conservation which provides a wide array of benefits."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Morrison Cherry Grove Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing, solar equipment, a storage tank, and a trough to provide a source of water for livestock.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Morrison South Stock Water Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$75,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to install a stock water pipeline, one storage tank, and two troughs.

### 2. Sponsor Defined Public Benefit:

*"Water developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Morrison South Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing equipment, a solar system, and a short pipeline to a trough.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** North GL Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this of this project is to drill a well, install plumbing equipment, a solar system, and a short pipeline to a trough.

### 2. Sponsor Defined Public Benefit:

*“Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer’s Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, “If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action”.



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**2024 RECOMMENDATION**  
**SMALL WATER PROJECT PROGRAM**

**Project Name:** Page Land & Cattle Stock Water Well 35

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

**1. Project Description:**

The purpose of this project is to drill a well, install plumbing, a solar system, a short pipeline, and a trough.

**2. Sponsor Defined Public Benefit:**

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

**3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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**2024 RECOMMENDATION**  
**SMALL WATER PROJECT PROGRAM**

**Project Name:** Raught Ranches Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

**1. Project Description:**

The purpose of this project is to drill a well, install plumbing, a solar system, and a short pipeline to a trough.

**2. Sponsor Defined Public Benefit:**

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat. reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

**3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Ready Livestock Company Spring Development

**Program:** New Development

**Project Type:** Spring Development

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$30,000

**Requested Grant:** \$15,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

The purpose of this project is to develop a Spring, install a pump, solar system, and 1000 feet of pipe to a trough.

#### 2. Sponsor Defined Public Benefit:

*"Water developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies. thereby, improving riparian habitat condition and water quality."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Snowbank North Stock Water Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of the project is to install 6,250 feet of pipeline and one stock tank from an existing well.

### 2. Sponsor Defined Public Benefit:

*"Water developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat. reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Snowbank West Stock Water Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$90,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project includes 11,400' of pipeline from an existing well. Two additional stock tanks will be installed along the pipeline.

### 2. Sponsor Defined Public Benefit:

*"Water developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** South GL Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to drill a well, install plumbing equipment, a solar platform, and a short pipeline to a trough.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat. reduces upland soil erosions and increases water infiltration. decreases use and grazing impacts on riparian areas and perennial water bodies. thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Stark Place Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will include drilling a water well and installing plumbing equipment, a solar platform, pumps, storage tank, and a 50' pipeline to the trough.

### 2. Sponsor Defined Public Benefit:

*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Trough Springs Pond 2024

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

This proposed project consists of constructing one stock pond with compacted earth fill.

#### 2. Sponsor Defined Public Benefit:

*"This project will result in improved distribution of livestock resulting in improved range condition which increases water infiltration, decreases run-off and gully erosion which improves water quality. The area is in sage grouse core area and improved range condition will benefit sage grouse, mule deer, and elk."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Ute Stock Water Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$90,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will include installing 9,250' of pipeline from an existing well. Three additional stock tanks and one storage tank will be installed along the pipeline.

### 2. Sponsor Defined Public Benefit:

*"Water developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies thereby improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Ute Stock Water Well

**Program:** New Development

**Project Type:** Well

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will include drilling a water well and installation of plumbing equipment, a solar platform, pumps, trough, and a 50' pipeline to the trough.

### 2. Sponsor Defined Public Benefit:

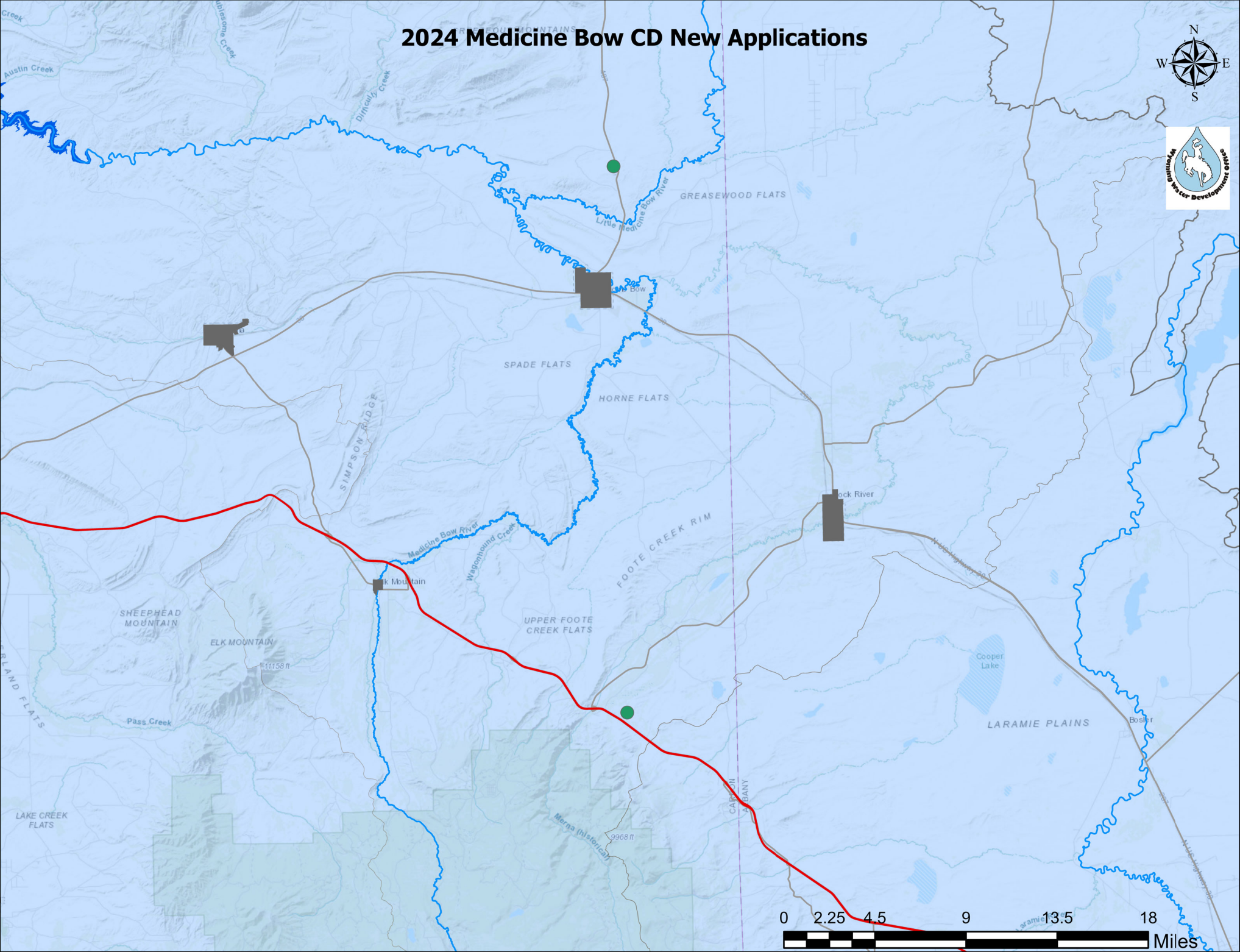
*"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Medicine Bow CD New Applications





THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Boulters Two Rivers Ranch Stock Water Development      **Program:** New Development  
**Project Type:** Pipeline      **County:** Carbon  
**Sponsor and Status:** Medicine Bow Conservation District  
**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills  
**Director's Recommendation:** Do Fund  
**Estimated Total Project Cost:** \$58,000      **Requested Grant:** \$29,000  
**Identified in a Watershed Study:** Yes      **Watershed Study:** Medicine Bow River

### 1. Project Description:

The proposed project is to rehabilitate and enhance a livestock water system to improve the ability of the landowner to better implement prescribed grazing plans. The existing pipeline and troughs have passed their working lifespan. Currently, the inadequate water supply has caused poor livestock distribution and has limited the grazing flexibility. The current system includes one well powered by gas generator with a storage tank and four troughs. The pump will be converted to solar, the pipeline will be replaced with buried HDPE, and new troughs will be installed.

### 2. Sponsor Defined Public Benefit:

*“Improving these habitats through grazing management can increase the survivability and productivity of a wide variety of sagebrush obligate and sagebrush dependent wildlife species, including sage-grouse and big game. This project is supportive of sage-grouse efforts. The landscape scale planning associated with this project would be impossible without collaboration with partners and builds confidence and trust amongst the landowner and various agencies organizations involved. The project will help distribute livestock on 5,120 acres, allowing the landowner to establish a grazing plan based on the additional water sources and reduce impacts associated with livestock watering on natural water sources confined within the pasture boundaries. Maintaining agricultural production is also a benefit at the community, region, state level. The improved riparian habitat and wildlife values will benefit hunting and fishing opportunities on federal, state and private lands.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Brokaw SWPP

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Medicine Bow Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$70,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The proposed project will construct a low-hazard water impoundment structure on agricultural lands to maintain or improve water quality and to provide water for livestock, fish and wildlife, and other related uses.

### 2. Sponsor Defined Public Benefit:

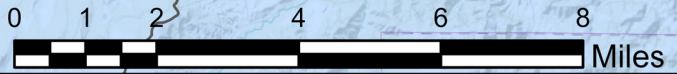
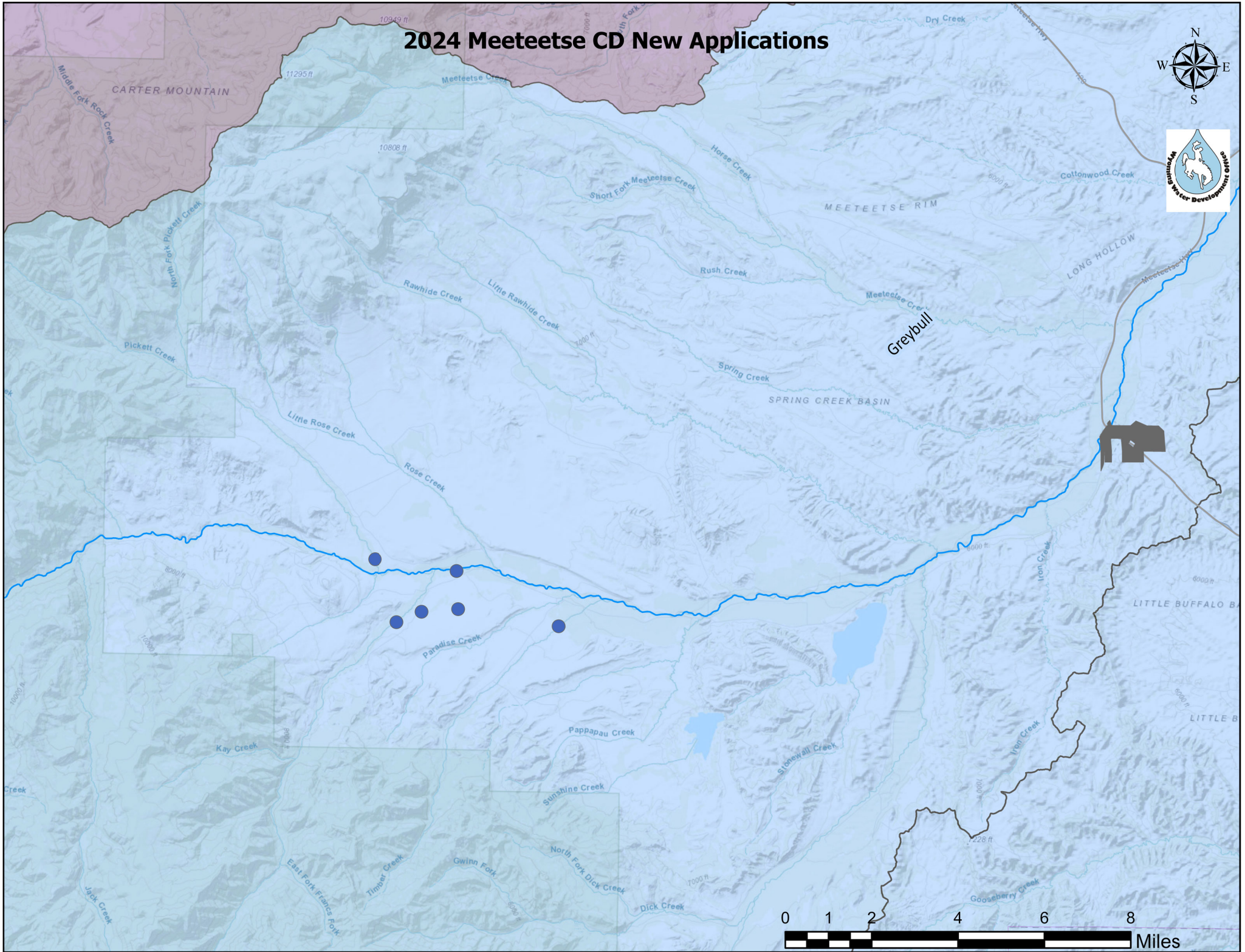
*"Improving these habitats through grazing management can increase the survivability and productivity of a wide variety of sagebrush obligate and sagebrush dependent wildlife species, including sage-grouse and big game. This project is supportive of sage-grouse efforts. The landscape scale planning associated with this project would be impossible without collaboration with partners and builds confidence and trust amongst the landowner and various agencies organizations involved. The project will help distribute livestock on approximately 10,000 acres, allowing the landowner to establish a grazing plan utilizing the developed water source and reduce impacts associated with livestock watering on concentrated limited water sources confined within the pasture boundaries. Maintaining agricultural production is also a benefit at the community, region, state level. The improved riparian habitat and wildlife values will benefit hunting, fishing, and recreation opportunities on federal, state and private lands."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Meeteetse CD New Applications







THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Francs Fork Off Channel Stock Watering – East Well

**Program:** New Development

**Project Type:** Well

**County:** Park

**Sponsor and Status:** Meeteetse Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director’s Recommendation:** Do Fund

**Estimated Total Project Cost:** \$57,000

**Requested Grant:** \$28,500

**Identified in a Watershed Study:** Yes

**Watershed Study:** Greybull

### 1. Project Description:

The Meeteetse Conservation District, in partnership with the Pitchfork Ranch, Wyoming Game and Fish Department and Trout Unlimited, are proposing to build the Francs Fork Off Channel Stock Watering – East Well Project. The project objective is to provide a stock watering facility for 400 cow/calf pairs in the early spring and fall to 1) more evenly distribute grazing across the pasture and 2) eliminate the usage of the ditch system as stock water outside of the growing season and during critical low flow fish migration periods (April-May and September-October). These objectives will be met by installing a 7,050 gallon 24-foot diameter tire stock water tank within the middle of an established and fenced pasture. A new well will be drilled approximately 300-feet deep within a proven aquifer and a solar power 11SQF Grundfos pump will be installed to fill the bottomless 24-foot diameter tank. The on-off control of the pump will be from a float switch within the bottomless tank.

### 2. Sponsor Defined Public Benefit:

*“The proposed project would have public benefits from 1) improving the health of the fishery in the Francs Fork and Upper Greybull river watershed, 2) improvement in rangeland health of public lands, and 3) water quality improvements.*

*1) The Francs Fork is a major tributary to the Greybull River and highly used by Yellowstone Cutthroat Trout and other native fishes for spawning, rearing, and feeding habitat. Installation of this stock water tank will eliminate the need to construct a push up dam across the Francs Fork to divert water into the headgate during the low flow periods to allow for the diversion of water for stock watering from the irrigation ditch. This dam creates a complete fish passage barrier when fish are moving out of the Greybull River and up the Francs Fork to spawn (April-May) and when the young-of-year fish, or fry, are out-migrating to the Greybull River (September-October). Implementation of this project will eliminate construction of the push up dam, a complete passage barrier, and thus restore year round upstream passage to 20.6-miles of spawning and rearing habitat. Implementation of this project will also prevent entrainment of an estimated 9,729 out-migrating young of year Yellowstone Cutthroat (Stahl et al. 2023) into the irrigation ditch.*

*2) Implementation of the project will provide a water source that will more evening distribute grazing and loafing pressure by 400 cow/calf pairs. The distribution of grazing and loafing pressure could benefit the rangeland health on public lands and result in more evenly and healthy range lands for wildlife on State lands.*

3) *Eliminating the use of the irrigation ditch as the water source for 400 cow/calf pairs will reduce sediment and E.Coli from entering the irrigation ditch and being transported in the Greybull River, thus improving downstream water quality.*"

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Francs Fork Off Channel Stock Watering – West Well      **Program:** New Development

**Project Type:** Well      **County:** Park

**Sponsor and Status:** Meeteetse Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director’s Recommendation:** Do Fund

**Estimated Total Project Cost:** \$57,000      **Requested Grant:** \$28,500

**Identified in a Watershed Study:** Yes      **Watershed Study:** Greybull

### 1. Project Description:

The Meeteetse Conservation District, in partnership with the Pitchfork Ranch, Wyoming Game and Fish Department and Trout Unlimited, are proposing to build the Francs Fork Off Channel Stock Watering – West Well Project. The project objective is to provide a stock watering facility for 400 cow/calf pairs in the early spring and fall to 1) more evenly distribute grazing across the pasture and 2) eliminate the usage of the ditch system as stock water outside of the growing season and during critical low flow fish migration periods (April-May and September-October). These objectives will be met by installing a 7,050 gallon 24-foot diameter tire stock water tank within the middle of an established and fenced pasture. A new well will be drilled approximately 300-feet deep within a proven aquifer and a solar power 11SQF Grundfos pump will be installed to fill the bottomless 24-foot diameter tank. The on-off control of the pump will be from a float switch within the bottomless tank.

### 2. Sponsor Defined Public Benefit:

*“The proposed project would have public benefits from 1) improving the health of the fishery in the Francs Fork and Upper Greybull river watershed, 2) improvement in rangeland health of public lands, and 3) water quality improvements.*

*1) The Francs Fork is a major tributary to the Greybull River and highly used by Yellowstone Cutthroat Trout and other native fishes for spawning, rearing, and feeding habitat. Installation of this stock water tank will eliminate the need to construct a push up dam across the Francs Fork to divert water into the headgate during the low flow periods to allow for the diversion of water for stock watering from the irrigation ditch. This dam creates a complete fish passage barrier when fish are moving out of the Greybull River and up the Francs Fork to spawn (April-May) and when the young-of-year fish, or fry, are out-migrating to the Greybull River (September-October). Implementation of this project will eliminate construction of the push up dam, a complete passage barrier, and thus restore year round upstream passage to 20.6-miles of spawning and rearing habitat. Implementation of this project will also prevent entrainment of an estimated 9,729 out-migrating young of year Yellowstone Cutthroat (Stahl et al. 2023) into the irrigation ditch.*

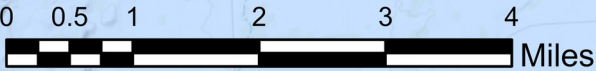
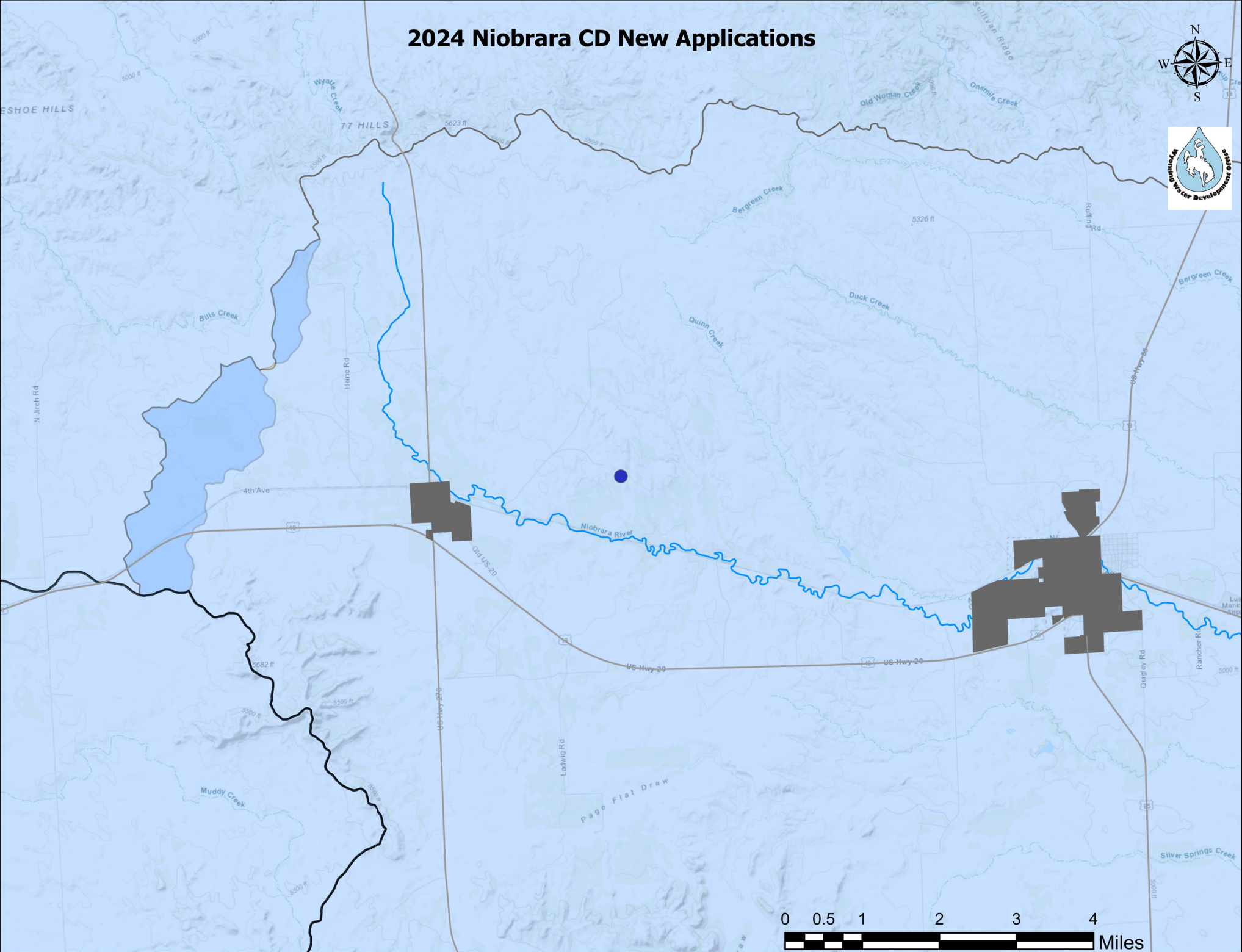
*2) Implementation of the project will provide a water source that will more evening distribute grazing and loafing pressure by 400 cow/calf pairs. The distribution of grazing and loafing pressure could benefit the rangeland health on public lands and result in more evenly and healthy range lands for wildlife on State lands.*

3) *Eliminating the use of the irrigation ditch as the water source for 400 cow/calf pairs will reduce sediment and E.Coli from entering the irrigation ditch and being transported in the Greybull River, thus improving downstream water quality.*"

**3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Niobrara CD New Applications







THE STATE OF WYOMING

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Johnson No 1 Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Niobrara

**Sponsor and Status:** Niobrara Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$54,000

**Requested Grant:** \$27,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Niobrara Lower N Platte

### 1. Project Description:

This project was identified through the Niobrara - Lower North Platte Rivers Watershed, Level 1 Study. A new well and stock water tank were completed in 2023. The landowner would like to add a storage tank, pipeline and 2 stock water tanks to the new well

### 2. Sponsor Defined Public Benefit:

*“Until the well development, the only drinking water for these acres was a short section of the Niobrara River in the SW corner of the property. This upland water development will lessen grazing pressure and animal impacts along the river as a single drinking source for the area. Additional water facilities will lessen pressure to riparian vegetation, erosion impacts and detrimental impacts to water quality from livestock and wildlife. Dispersed watering facilities will allow for better forage utilization through removal of decadent, unused forage as well as reducing overgrazed areas to allow for seed head production. Better forage utilization will result in healthier more diverse plant communities in both the uplands and riparian areas. Healthier, diverse plant communities generally result in more productive rangeland and wildlife habitat as well as increased water infiltration with less runoff from precipitation events. Increased water infiltration has numerous watershed benefits such as increased soil health, less erosion, increased water to plant root zones and percolation to groundwater helping organic matter stay in place and increasing its breakdown to add nutrients to the soil.*

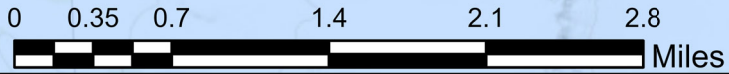
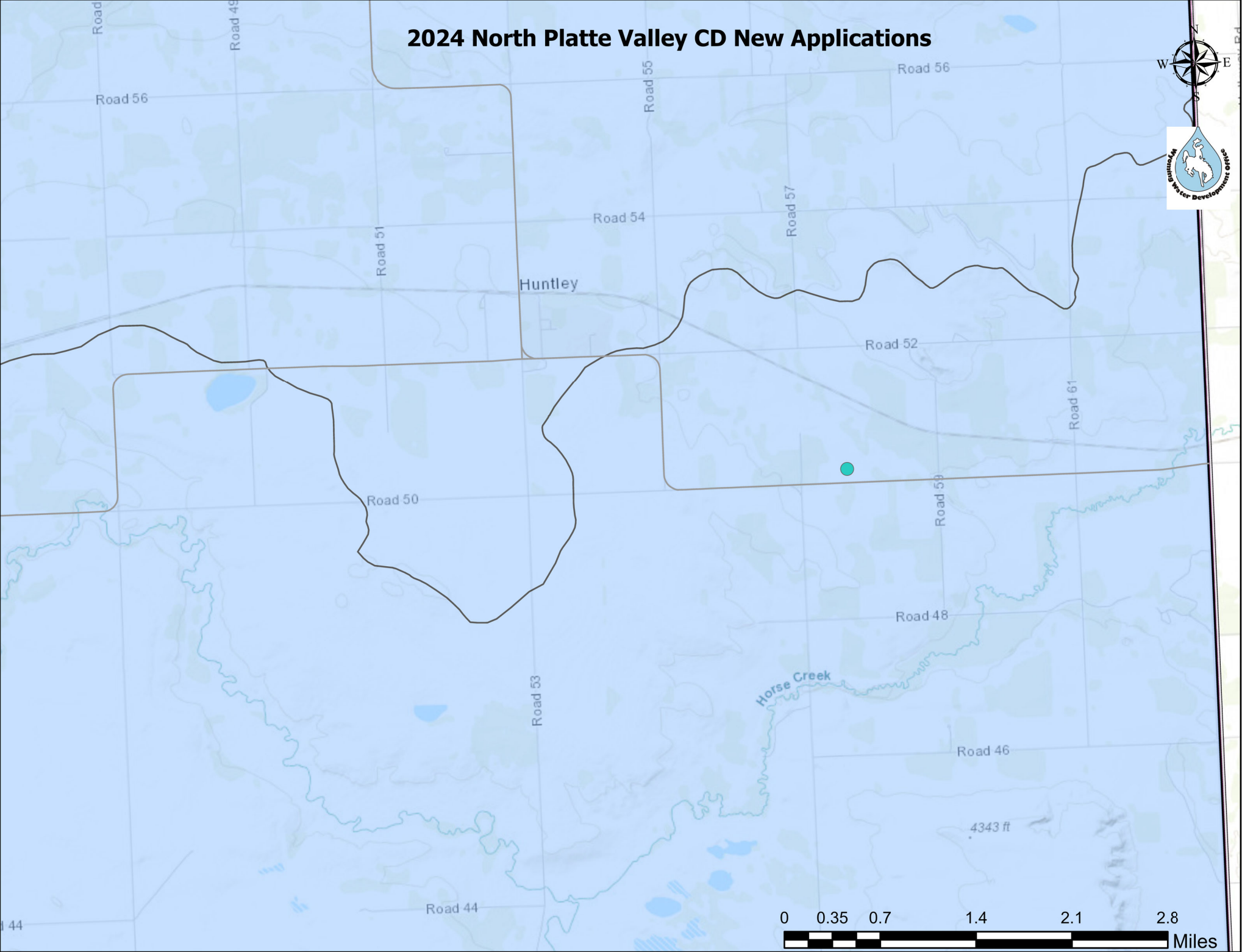
*The Natural Resource & Energy Explorer (NREX) map layers for the Bird Migration Models, show this area to be an important migratory habitat to Wetland Birds, Sparse Grassland Birds and Riparian Birds. The migration model maps show this area to have predicted concentration ranges from 40 - 60%, 60 - 80%, and 80 - 100% depending on the species. This is interpreted as areas with greater importance to migration concentrations, where 80 - 100% represents areas that are more important than those found across 80% of the state and 40 - 60% represents areas that are more important than those found across 40 - 60% of the state. Increased upland watering opportunities will benefit all the bird populations using this area.*

*The NREX map layers also show this area to be part of the antelope and mule deer seasonal range. Additional upland watering facilities will benefit these wildlife populations with increased watering opportunities as well as, again, relieving pressure and impacts on the riparian area stream banks and vegetation.”*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 North Platte Valley CD New Applications



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** North Platte Valley Project No 3 Cushman Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Goshen

**Sponsor and Status:** North Platte Valley Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$114,070

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Niobrara Lower N Platte

### 1. Project Description:

The landowner participated in the Niobrara-Lower North Platte Rivers Watershed Study and worked with the project team to identify an existing earthen ditch as inefficient. The existing ditch has created excessive ponding of water and has inadequate drainage. A proposed pipe diversion would efficiently convey water and improve drainage. The existing drainage ditch conveys water from four farms upstream, where it then flows into the landowner's above ground ditch before flowing into Horse Creek.

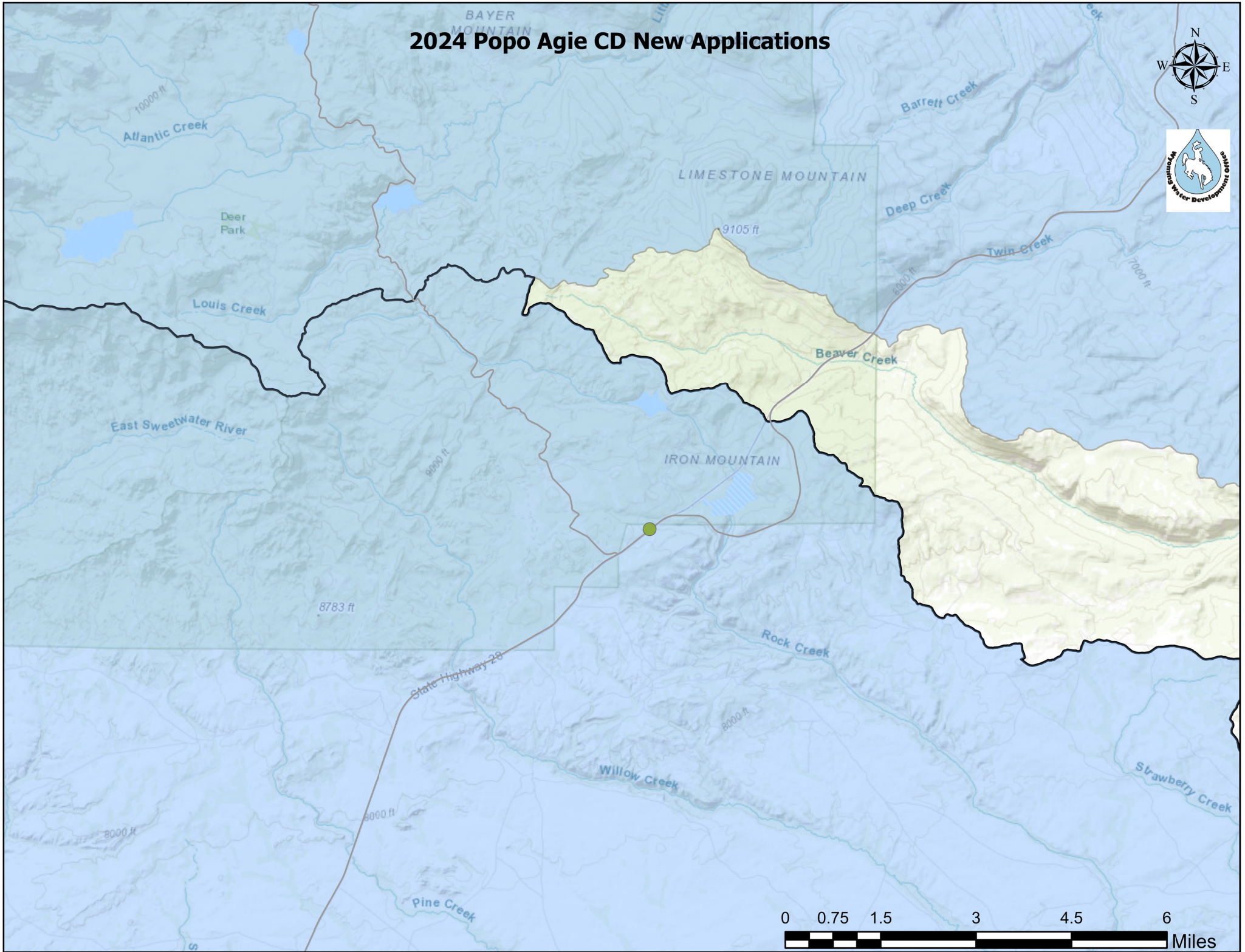
### 2. Sponsor Defined Public Benefit:

*"Public benefit from this proposed project includes; improving drainage and efficiency of the water resource, conserving critical water resources, eliminates ponding of water attracting insects and disease to the area."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Popo Agie CD New Applications





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Sandstone Ditch Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Fremont

**Sponsor and Status:** Popo Agie Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$180,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The Sandstone Ditch Pipeline project proposes to install 1672' of 18" pipe along a dirt ditch. This pipeline would connect to and extend a previous 18" pipeline. This area has been problematic due to the steep sidehill grades and porous earthen material. In addition, bubbler units will be installed on turnouts to filter the water for sprinkler application.

A check structure will be installed upstream of the pipeline on the dirt ditch to prevent excess flows from flooding out landowners during the irrigation season. The structure will also prevent off-season flows from entering the pipeline, which could freeze and cause damage.

The project will enable Sandstone Ditch to more effectively deliver water to users at the end of the system who for years have had inconsistent access to water. While the ditch members will benefit from improved water delivery, they may also realize minor flow savings which will extend the benefit to users downstream on the Middle Fork of the Popo Agie River. In addition to irrigation, these uses include an outstanding trout fishery and big game winter range, as well as numerous recreational uses downstream of the ditch, including fishing, scenic hiking boating, swimming, camping, and the City of Lander's very popular City Park.

### 2. Sponsor Defined Public Benefit:

*"The basis for prioritizing this specific project was an irrigation efficiency study commissioned by the Sandstone Ditch and The Nature Conservancy in 2018 to identify and address the most pressing seepage issues along the ditch. As identified in the assessment, piping the open ditch has the potential to save, at minimum, 27 acre-feet of water per irrigation season, improving watershed condition and providing benefits to livestock, wildlife, and the environment. The project will also address a long-standing issue related to seepage from this section of the ditch that drains onto Squaw Creek Road (County Road No. 14), a heavily traveled residential road just outside the town of Lander.*

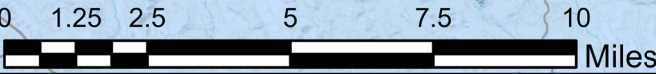
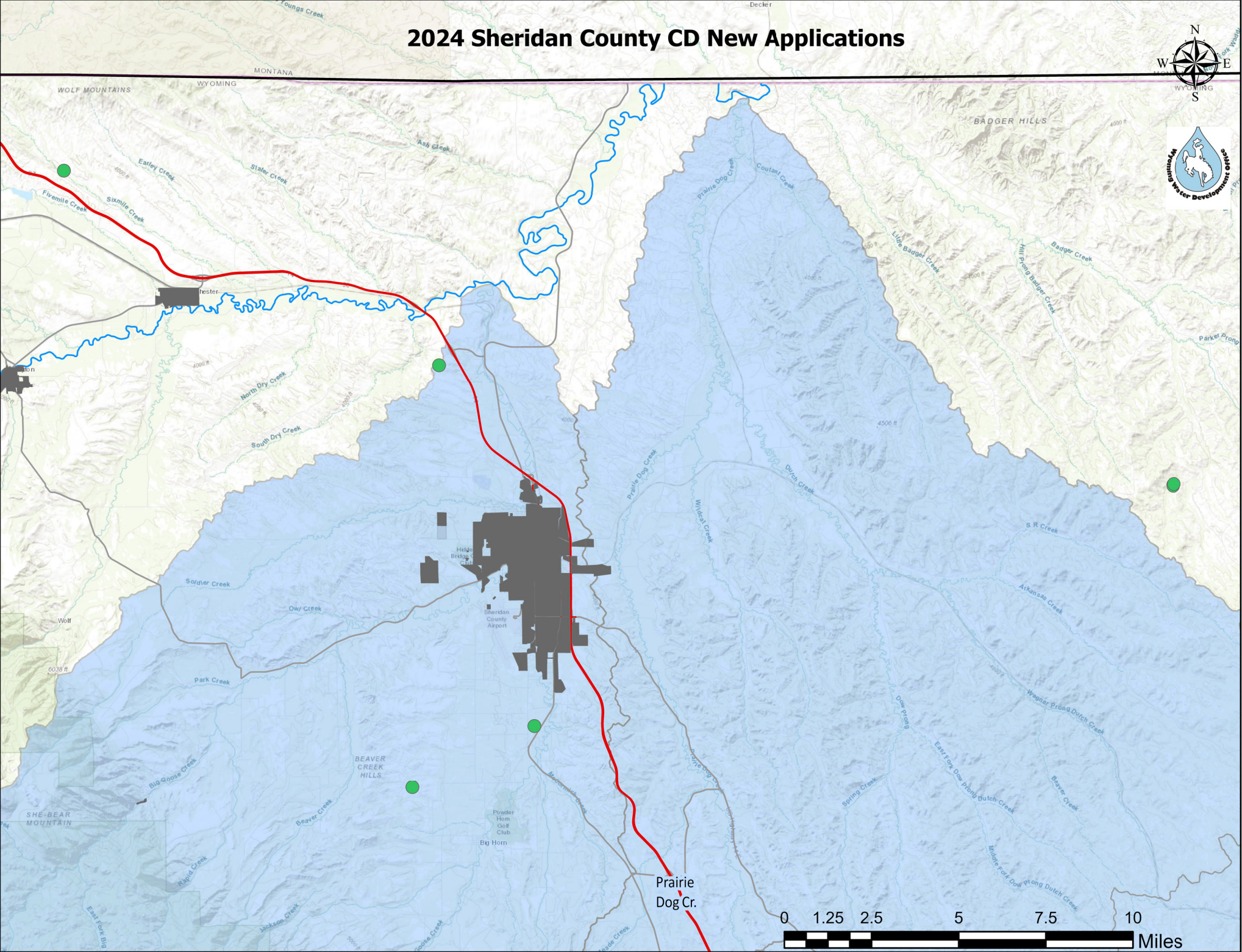
*The Popo Agie watershed is over-appropriated. Any irrigation improvements that include efficiency and conservation benefit the entire system. More water will remain in the system for beneficial use. Efforts saved on maintenance of this section can be used for further ditch enhancements and improvements."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Sheridan County CD New Applications







THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Backside of Badger Livestock Water Development

**Program:** New Development

**Project Type:** Spring Development

**County:** Sheridan

**Sponsor and Status:** Sheridan County Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$58,000

**Requested Grant:** \$29,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to improve water availability in a ~643 acre pasture near the South Fork of Badger Creek, a tributary to the Tongue River. Currently the only water sources in the field are unreliable seasonal reservoirs and ephemeral draws. With only marginal natural water, grazing management is severely limited. A permanent, reliable water source would allow the pasture to be used for grazing at different times of the year allowing rotation in grazing season and would relieve grazing pressure on other areas of the ranch operation.

Specific planned practices include developing 2 adjacent springs on an unnamed tributary into one collection system and installing a storage tank with solar pump unit, pipeline, exclusion fence, and water tank. The solar unit is needed because power is not available at the proposed spring development.

### 2. Sponsor Defined Public Benefit:

*"While the project provides a direct benefit to the owner, the project also provides additional water to support plant and animal species and improves habitat for wildlife within the Tongue River Watershed and for the public. Completion of this project will maintain open space and healthy ecosystems within the Tongue River Watershed. A permanent source of reliable water will benefit elk, antelope, mule deer, and other wildlife that reside in the area. Improved grazing management will result in healthier vegetation, forage value, and improved wildlife habitat."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Gerdel Ditch Seepage Mitigation Extension Project

**Program:** New Development

**Project Type:** Pipeline

**County:** Sheridan

**Sponsor and Status:** Sheridan County Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$72,600

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Goose Creek

### 1. Project Description:

The purpose of this project is to address seepage issues on the Gerdel Ditch. A previous Small Water Project Program project was completed in 2021 including installation of 240 feet of 24" HDPE pipe within the leaking ditch section. However, the landowner down slope of the ditch continues to battle excess seepage and standing water in their fields which has negative impacts on desirable vegetation. Additionally, seepage and runoff transports sediment and other pollutants into Swaim and Jeffries Draws, tributaries to Little Goose Creek. The project area was identified in the Goose Creek Watershed, Level I Study as experiencing significant leakage. Proposed practices include extending the existing 24" HDPE pipe downstream by an additional 1200 feet.

### 2. Sponsor Defined Public Benefit:

*"As identified in the Goose Creek Watershed Level 1 Study, this project will improve irrigation efficiency and water availability. While the project certainly provides immediate benefits to the downstream users, it also reduces water quality impacts within the Little Goose Creek watershed. Little Goose Creek is identified as impaired by the State of Wyoming for bacteria and sediment. Eliminating excess runoff from leaking conveyances will reduce the transport of manure, sediment, and other pollutants."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Peralta Ditch Conveyance Pipeline

**Program:** New Development

**Project Type:** Irrigation

**County:** Sheridan

**Sponsor and Status:** Sheridan County Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$82,820

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Goose Creek

### 1. Project Description:

The purpose of this project is to address sedimentation caused by erosion in the Peralta Ditch and to restore the ability to irrigate approximately 325 acres that were cutoff as a result. The Peralta Ditch has a direct flow right of approximately 15.6 cfs (only 1.1 cfs of which are considered a senior right): the Ditch is also used to convey storage rights from several reservoirs within the Bighorn National Forest. This project will address, in some form, three potential improvements identified in the Goose Creek Watershed, Level 1 Study.

Specific problems identified in the Goose Creek Watershed, Level 1 Study include a breach in the north end of the Ditch, collapsed pipe sections, and erosive turnouts all of which contribute to sedimentation of an unnamed reservoir on Denio Draw, a tributary to Little Goose Creek. In addition, the eroded turnout has effectively cut off a lateral ditch previously used to irrigate approximately 325 acres; as such, this area has not been in production for many years. The project includes practices to address two specific recommendations in the Goose Creek Watershed, Level 1 Study.

Proposed practices include installation of approximately 2,200 feet of pipeline to follow the existing lateral that has eroded, an inlet structure where the lateral comes out of Peralta Ditch, and an outlet to prevent additional erosion.

### 2. Sponsor Defined Public Benefit:

*"As identified in the Goose Creek Watershed Level 1 Study, this project will improve irrigation water availability and provides natural resource condition benefits by reducing significant erosion along steep sideslopes on lateral conveyances from Peralta Ditch. Additionally, the project has the potential to improve upland wildlife habitat in the area through increased production on ~325 acres that have not been able to be irrigated for several years. This has the added benefit of reducing wildlife utilization and other grazing pressure on Denio Draw. Finally, addressing the erosive turnouts will reduce sedimentation and improve water quality in the reservoir and Denio Draw. Denio Draw is a tributary to Little Goose Creek, which has been identified by the State of Wyoming as impaired for bacteria and sediment."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file:



design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Port of Entry Livestock Water Development

**Program:** New Development

**Project Type:** Well

**County:** Sheridan

**Sponsor and Status:** Sheridan County Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do fund

**Estimated Total Project Cost:** \$76,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to improve water availability in a ~804-acre pasture near the divide between South Dry Creek and Goose Creek, both of which are tributaries to the Tongue River. The pasture, which is owned by the State of Wyoming, has historically been managed as a large, poorly watered unit. Recent changes in management have prompted interest in restoring an existing well to provide a reliable water source. The well would service approximately 1200 feet of pipeline and a stock tank that exist. The current landowner believes the casing in the well has collapsed and is unable to use the well to supply water. The target pasture is a noncontiguous part of a larger ranch operation and the lack of water production limits grazing management and the ability to integrate the pasture in the grazing rotation. Specific planned practices of this project include the installation of a new well and abandonment of the non-functioning one.

### 2. Sponsor Defined Public Benefit:

*"While the project provides a direct benefit to the owner, the project also provides additional water to support plant and animal species and improves habitat for wildlife within the Tongue River Watershed and for the public. Completion of this project will maintain open space and healthy ecosystems within the Tongue River Watershed. Located on and adjacent to state land, the area can be accessed by hunters and other public throughout the year. A permanent source of reliable water will benefit antelope, mule deer, and other wildlife that reside in the area. Improved grazing management will result in healthier vegetation, forage value, and improved wildlife habitat."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Sixmile Creek Stabilization & Habitat Improvement

**Program:** New Development

**Project Type:** Environmental

**County:** Sheridan

**Sponsor and Status:** Sheridan County Conservation District

**Project Priority:** 5. Environmental

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$90,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will stabilize erosion and rebuild wet meadow habitat in the Fivemile Creek subwatershed (HUC12) of the Tongue River watershed. By installing stone and willow structures known as "Zeedyks" a contracted crew will reconnect drainages along Sixmile Creek to their floodplains. An anticipated 100 structures will be built at preidentified locations in the drainage over two years. These small structures slow water flow, allowing sediment to deposit and fill in head cuts.

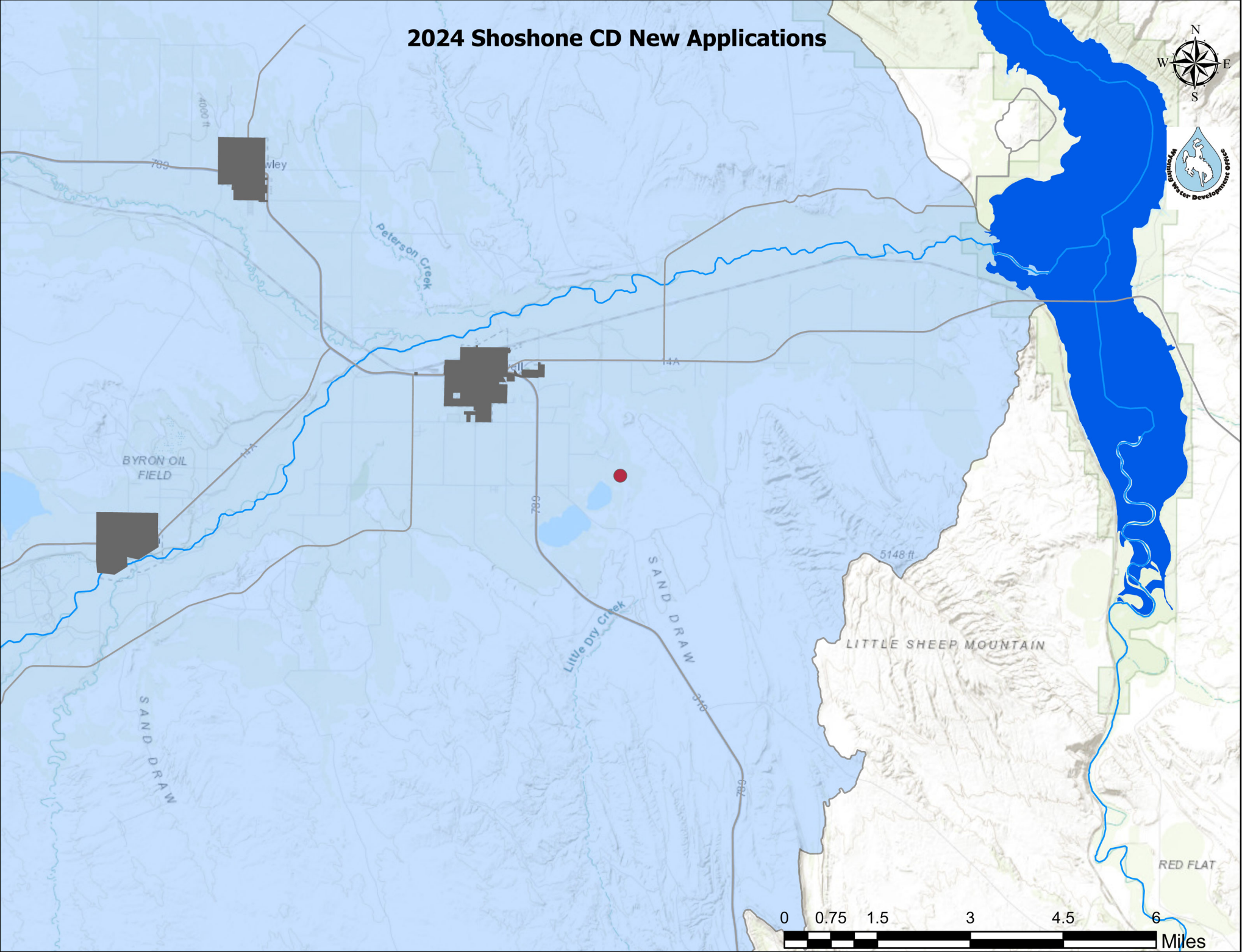
### 2. Sponsor Defined Public Benefit:

*"Public benefits include improved water quality, wildlife habitat, erosion control, and improved agricultural production. By stopping erosion in incised channels and head cuts, Zeedyk structures rebuild wet meadows and reconnect floodplains. This leads to increased forage and wildlife habitat. Additionally, slowing the flow of water and reconnecting the floodplain reduces sedimentation and improves water quality."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Shoshone CD New Applications







THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Pipeline No 57

**Program:** New Development

**Project Type:** Pipeline

**County:** Big Horn

**Sponsor and Status:** Shoshone Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$142,760

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Lower Shoshone

### 1. Project Description:

This project will bury approximately 3,000 feet of 15" irrigation pipeline to transport water to ninety (90) acres of pasture and cropland. The pipeline will replace a dirt ditch, which currently irrigates approximately eighty (80) acres. If the project is implemented, irrigation on ten (10) additional acres will be enabled. Water rights for all of the acreage is currently in place.

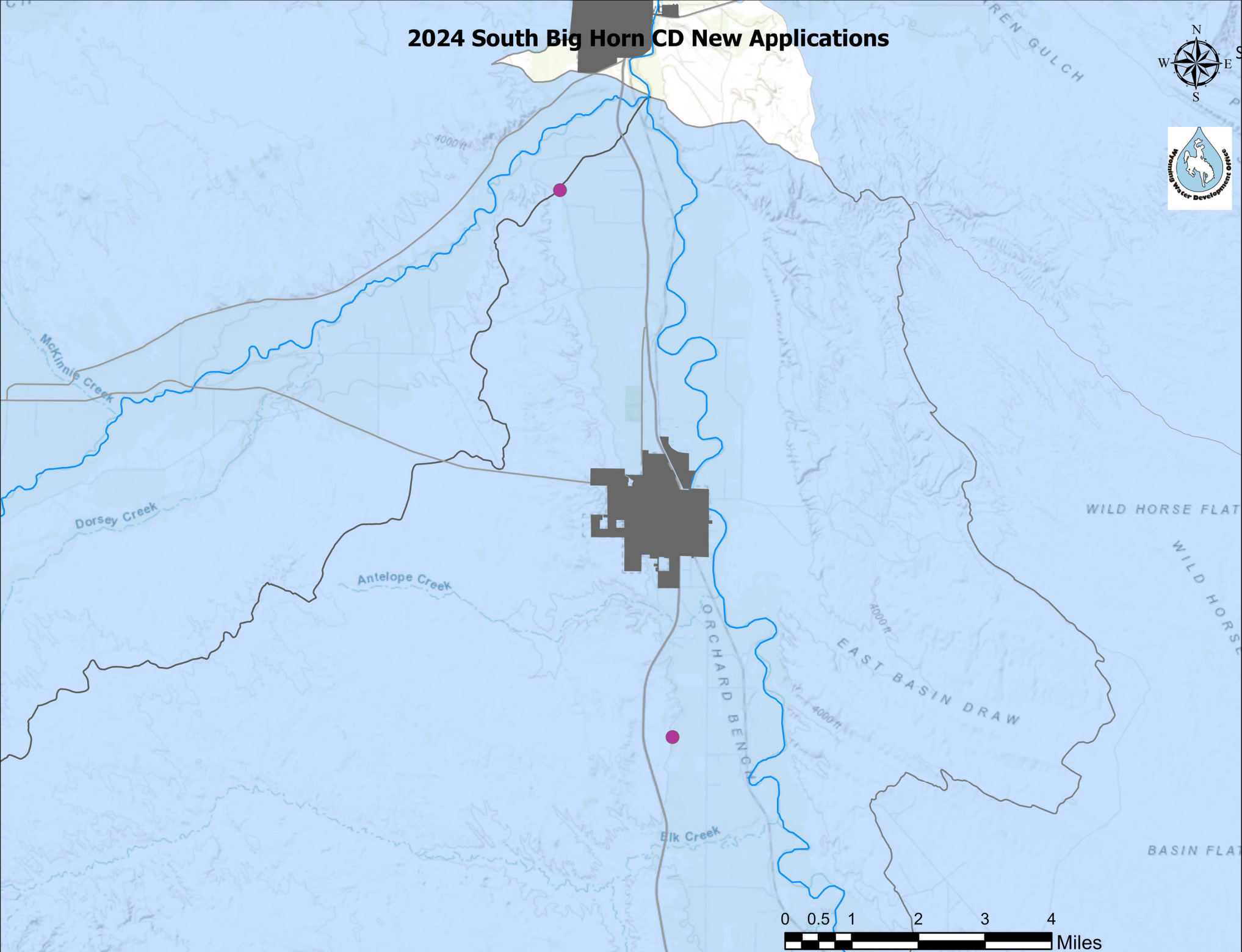
### 2. Sponsor Defined Public Benefit:

*"The soils of the current dirt ditch are sandy and prone to erosion and seepage. The ditch is elevated for most of its length, with several openings or breaches in the ditch. Cattle have access to portions of the ditch and have trampled down some of the banks of the ditch. The results of these issues are water inefficiency, sedimentation, and increased weed growth along the ditch. Past attempts have been made by the landowner to reduce seepage through installing bentonite mat and salvaged sections of concrete pipe. These attempts have overall been unsuccessful in seepage reduction."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 South Big Horn CD New Applications



0 0.5 1 2 3 4 Miles



THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Craft Irrigation Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Big Horn

**Sponsor and Status:** South Big Horn Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$43,000

**Requested Grant:** \$21,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

The Craft Irrigation Pipeline Project will replace approximately 1700' of existing dirt ditch with 15" pipe to connect to an existing pipeline. The ditch provides water for approximately 400 acres of cropland.

#### 2. Sponsor Defined Public Benefit:

*"The Big Horn Canal flows from May through November. During Irrigation season wastewater from croplands flows into the impaired Big Horn River. This project will help reduce bacteria and sediment loads to the Big Horn River. Past water quality monitoring results indicate that E. coli and fecal coliform bacteria concentrations are elevated above water quality standards and have resulted in the listing of eight water bodies on Wyoming's 303(d) impaired list within the South Big Horn Conservation District area. Improved water quality will benefit local communities through enhancement of warm-season recreation activities such as boating and swimming, improved aquatic habitat directly impacting the health and productivity of fisheries, and improved irrigation efficiency will provide economic benefits to landowners."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING

# Water Development Office

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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Lower Greybull River Pipeline

**Program:** New Development

**Project Type:** Pipeline

**County:** Big Horn

**Sponsor and Status:** South Big Horn Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do fund

**Estimated Total Project Cost:** \$55,000

**Requested Grant:** \$27,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The Lower Greybull Pipeline Project is located approximately 2.7 miles Southwest of Greybull. The project will replace an eroding earth ditch with 5,490' of 12" and 10" buried pipe. The ditch provides water for approximately 100 acres of cropland.

### 2. Sponsor Defined Public Benefit:

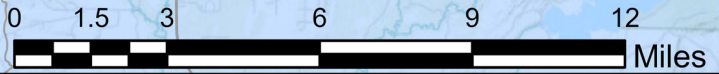
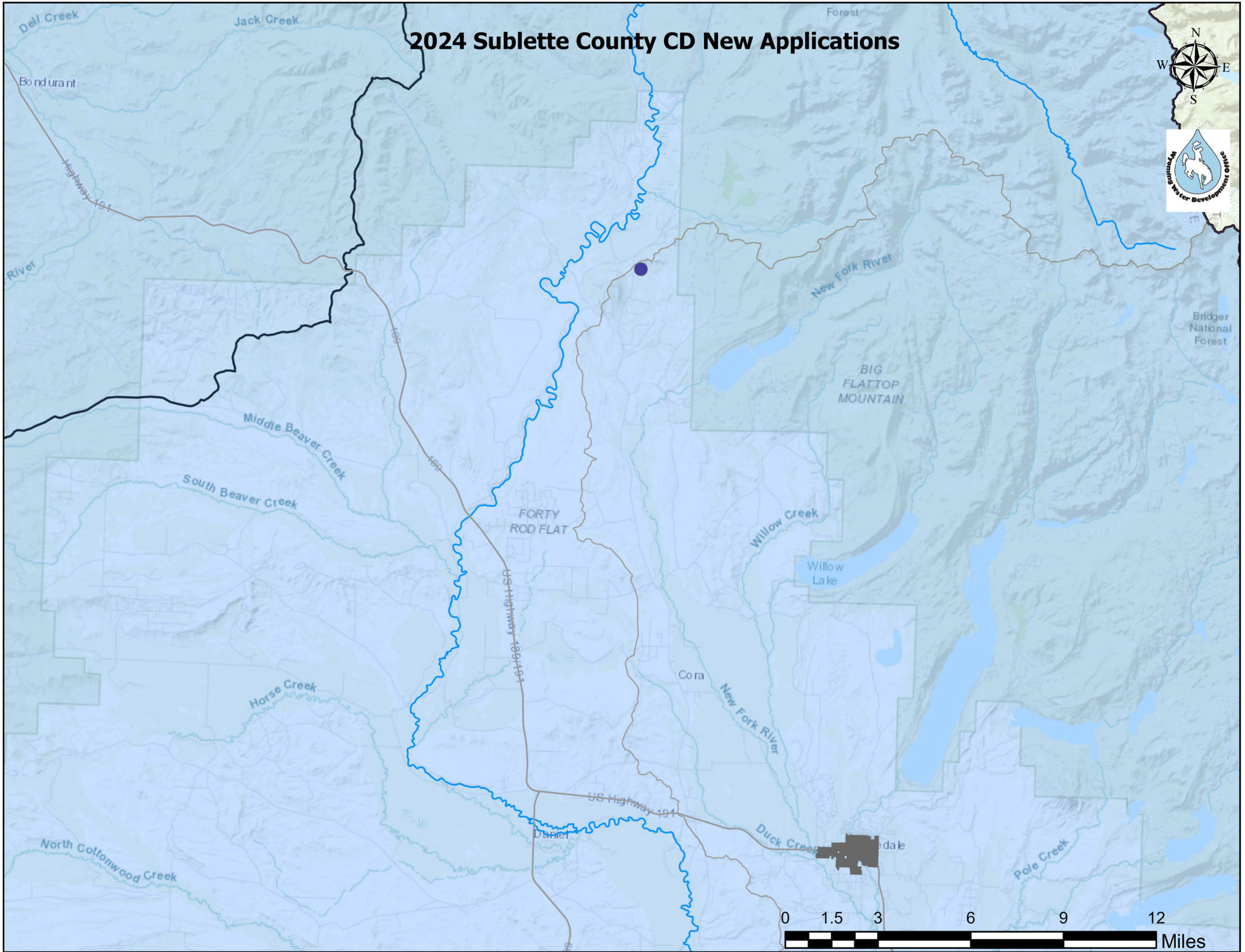
*"The Big Horn Canal flows from May through November. During Irrigation season wastewater from croplands flows into Greybull River which then flows into the impaired Big Horn River. All private land in the watershed is irrigated cropland (53,592 acres). This project will help reduce bacteria and sediment inputs loads to the Big Horn River and its tributaries. Past water quality monitoring results indicate that E. coli and fecal coliform bacteria concentrations are elevated above water quality standards and have resulted in the listing of eight water bodies on Wyoming's 303(d) impaired list within the South Big Horn Conservation District area. Improved water quality will benefit local communities through enhancement of warm-season recreation activities such as boating and swimming, improved aquatic habitat directly impacting the health and productivity of fisheries, economic benefits to landowners."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Sublette County CD New Applications





THE STATE OF WYOMING

# Water Development Office

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FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Roussey No 1 Stock Reservoir

**Program:** New Development

**Project Type:** Small Reservoir

**County:** Sublette

**Sponsor and Status:** Sublette County Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$24,000

**Requested Grant:** \$12,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will develop a small stock pond (1.18 ac-ft). Said stock water pond will be supplied from the Joseph 5678 Spring, currently permitted under U.W. 170264.

### 2. Sponsor Defined Public Benefit:

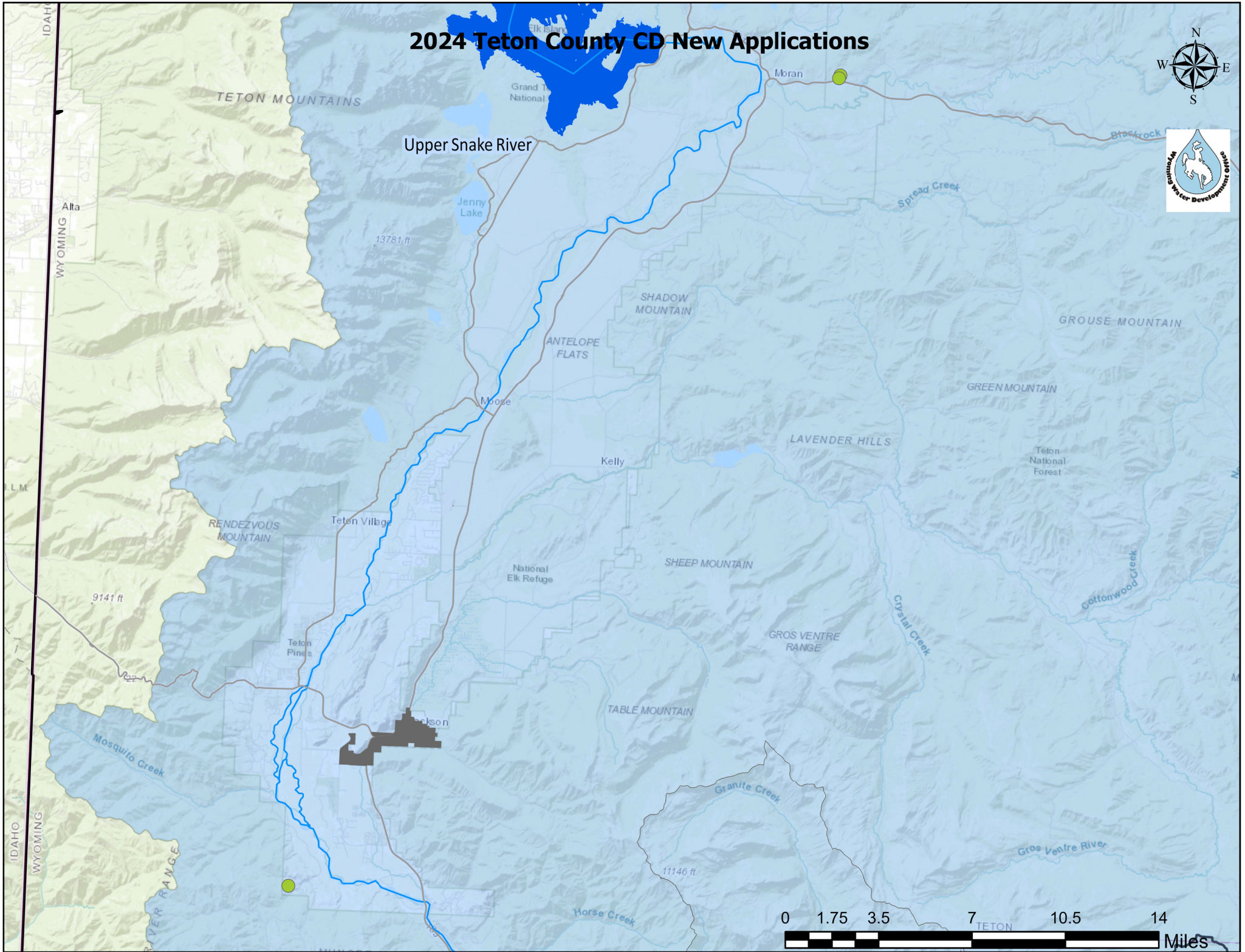
*"The Joseph 5678 Spring currently overflows into the Preston Ditch (P32736.0D), the beneficial use of which has not been permitted. The proposed project will include piping water from this developed Spring into the Roussey No. 1 Stock Res. In completing this project, livestock will not concentrate within the existing ditch corridor and will aid in decreasing ditch bank erosion. Additionally, the proposed stock pond will provide for a more substantial watering location for livestock and other wildlife such as elk, moose, antelope, deer, and waterfowl."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Teton County CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Hidden Hills Ranches Subdivision Fire Suppression Cisterns **Program:** New Development

**Project Type:** Rural Community Fire Suppression **County:** Teton

**Sponsor and Status:** Teton County Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$71,555 **Requested Grant:** \$35,000

**Identified in a Watershed Study:** No **Watershed Study:** NA

### 1. Project Description:

The project involves installation of a pair of 5,000-gallon water storage tanks for fire suppression, for use at the discretion of responding fire suppression personnel. The lead tank will be fitted with a pumper nozzle connection. A dedicated 45-foot long by 12-foot deep pullout will be added to the road adjacent to the pumper nozzle to provide a location for a truck to park and pump without blocking traffic.

### 2. Sponsor Defined Public Benefit:

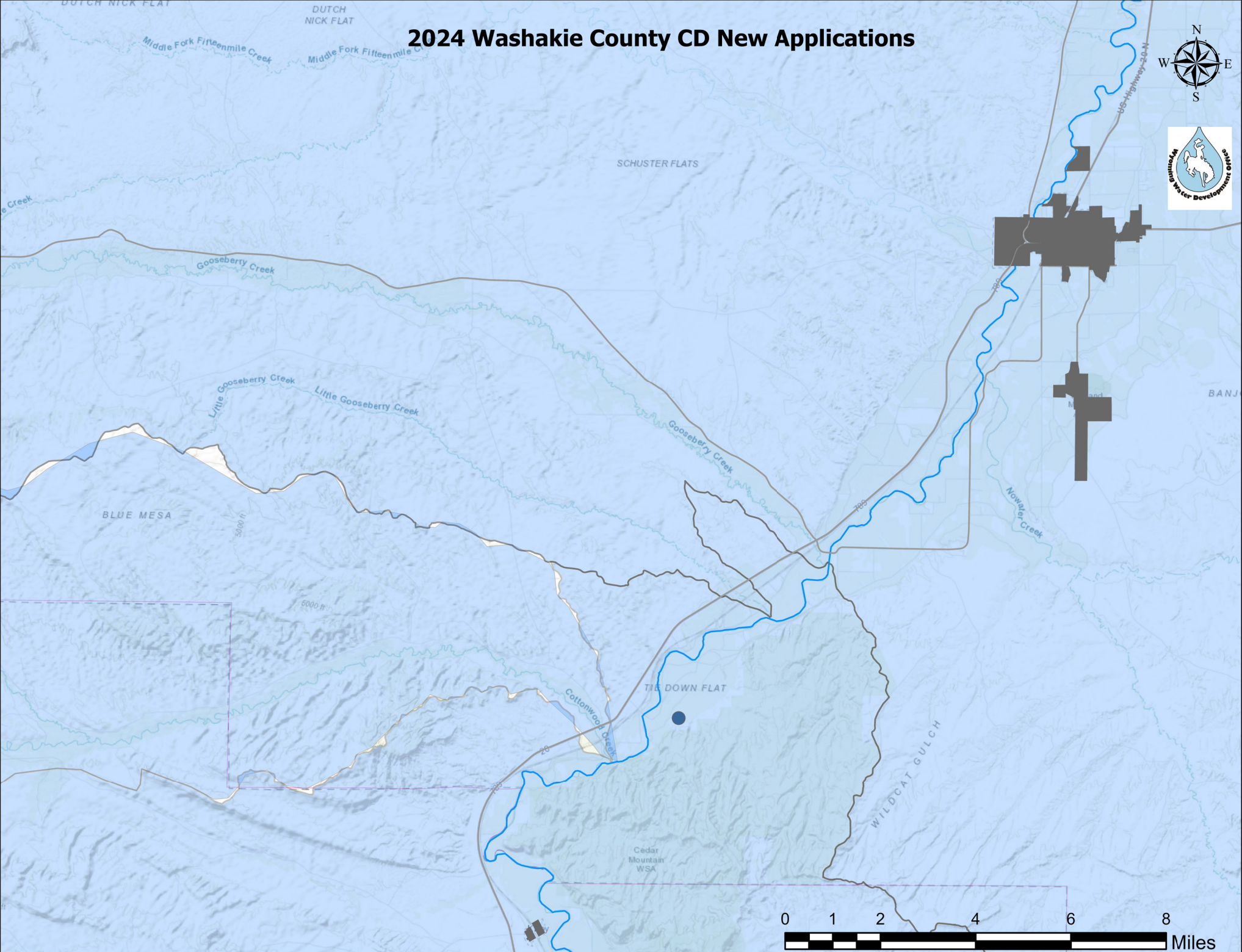
*"The subdivision where the storage tanks will be located, Hidden Hills Ranches, has 23 single family residences. However, the closest roadside water source for refilling water tanks on fire suppression vehicles is approximately 10 miles away. The 10,000 gallons of stored water would be available for use at the discretion of fire suppression personnel for a fire anywhere within the subdivision or neighboring communities. The project has approval by the Board of Directors of the Hidden Hills Ranches Homeowners Association (HHRHOA) and the support of Jackson Hole Fire/EMS."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Washakie County CD New Applications





THE STATE OF WYOMING

# Water Development Office

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FAX: (307) 777-6819



## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Sage Creek IV Livestock Well

**Program:** New Development

**Project Type:** Well

**County:** Washakie

**Sponsor and Status:** Washakie County Conservation District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$20,000

**Requested Grant:** \$10,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

This project is for the installation of a new well for a livestock tank which will replace an existing well that is no longer functional. The property is approximately 500 acres and sits on the east bank of the Big Horn River. This irrigated cropland is minimal/strip till with a cover crop and provides feed for approximately 300 head of cattle from November through February annually.

#### 2. Sponsor Defined Public Benefit:

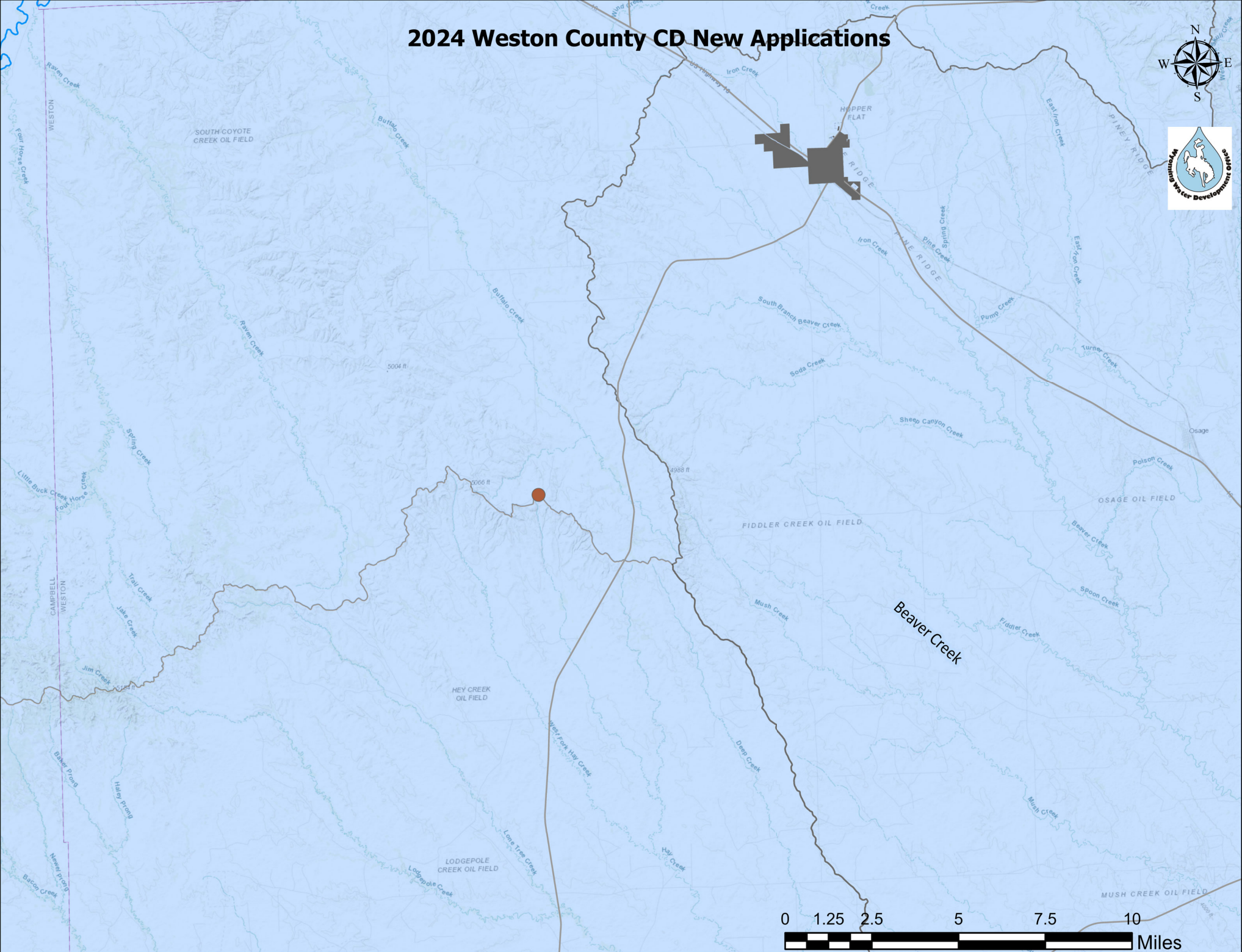
*"This project will provide public benefit by limiting access of the Big Horn River to livestock seeking drinking water, which in turn will help to improve the water quality on the Big Horn River. The Big Horn River is currently listed on the Wyoming 303(d) list as impaired due to Fecal Coliform. It will also help to improve natural resource conditions by reducing stress on the riparian habitat within the property, improving soil health with cover crop and rotational grazing, which will help with nutrient run-off during storm events. Additionally, this livestock tank will also provide water for the many elk, deer, antelope, and other wildlife that frequent the property."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Weston County CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Shepperson Well

**Program:** New Development

**Project Type:** Well

**County:** Weston

**Sponsor and Status:** Weston County Natural Resource District

**Project Priority:** 1. Source Water Development

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$30,000

**Requested Grant:** \$15,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will include drilling a well to provide access to stock water in the remote corners of the pasture. In addition to the well the project will include two pipelines and two stock tanks.

### 2. Sponsor Defined Public Benefit:

*“As the well and both tanks are located on public land, there will be much public benefit. Surface water in this area is very few and far between. And what is available is also typically only available seasonally in wet years. This will provide drinking water for wildlife as a well as livestock. This area is also frequented by hunters. The increase in water sources also will benefit the range quality of the pastures as the grazing will be better distributed.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

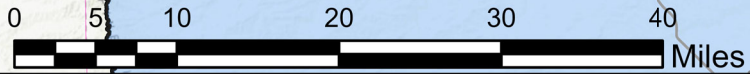
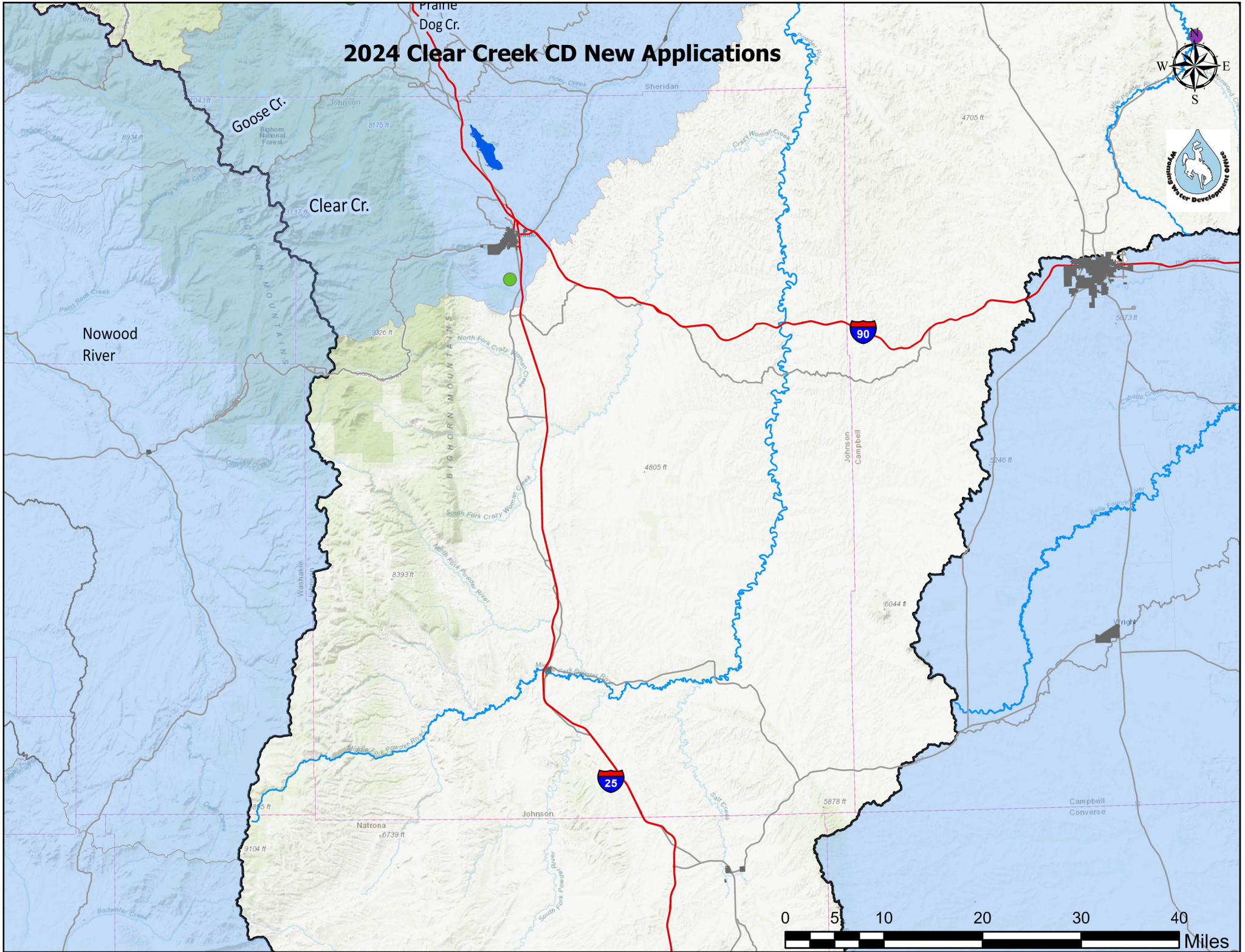


## 2024 Small Water Program Summary for Account 2

Primary Project Name	Funding Account	Watershed Study	Project Pri	Estimated Total Project Cost	WWDC Grant	Project Type	Sponsors Summary
Clear Creek CD							
1 Johnson Holt Ditch	II	Not Identified in a WS Study	4	\$21,000.00	\$10,500.00	Irrigation	1 project for \$10,500
Hot Springs CD							
1 Graves Land & Livestock Pump & Tank	II	Not Identified in a WS Study	3	\$15,000.00	\$7,500.00	Solar Platform	1 project for \$7,500
Laramie County CD							
1 Newman No 1 Stock Reservoir	II	Not Identified in a WS Study	2	\$225,000.00	\$35,000.00	Small Reservoir	2 projects for \$44,000
2 Pry Pasture Solar Project	II	Not Identified in a WS Study	3	\$18,000.00	\$9,000.00	Solar Platform	
Little Snake River CD							
1 Bar Ranch Irrigation	II	Not Identified in a WS Study	4	\$40,000.00	\$20,000.00	Irrigation	6 projects for \$145,500
2 Bitter Creek Drop - Diversion Structure	II	Not Identified in a WS Study	4	\$225,000.00	\$35,000.00	Irrigation	
3 East Dad Water Conveyance Improvements	II	Not Identified in a WS Study	3	\$55,000.00	\$27,500.00	Pipeline & Conveyance	
4 Findley Irrigation Structure	II	Not Identified in a WS Study	4	\$15,000.00	\$7,500.00	Irrigation	
5 Red Wash Wetland Pond No 1 Rehabilitation	II	Not Identified in a WS Study	2	\$125,000.00	\$35,000.00	Small Reservoir	
6 Weber Drop Structure Rehabilitation	II	Not Identified in a WS Study	4	\$41,000.00	\$20,500.00	Irrigation	
Meeteetse CD							
1 Dumpling Diversion Irrigation Improvement	II	Greybull	4	\$178,750.00	\$35,000.00	Irrigation	4 projects for \$140,000
2 Francs Fork Irrigation Improvement	II	Greybull	4	\$471,890.00	\$35,000.00	Irrigation	
3 Greybull Ditch Irrigation Rehabilitation	II	Greybull	1 (4)	\$285,450.00	\$35,000.00	Irrigation	
4 Rock Creek Ditch Irrigaton Improvement	II	Greybull	4	\$218,185.00	\$35,000.00	Irrigation	
Saratoga Encampment Rawlins CD							
1 Keystone Reservoir Rehabilitation	II	Not Identified in a WS Study	1 (2)	\$126,070.00	\$35,000.00	Small Reservoir	1 project for \$35,000
Teton CD							
1 Lava Creek Fish Passage Project - Lower Diversion	II	Not Identified in a WS Study	1	\$215,063.00	\$35,000.00	Irrigation	2 projects for \$70,000
2 Lava Creek Fish Passage Project - Upper Diversion	II	Not Identified in a WS Study	1	\$156,844.00	\$35,000.00	Irrigation	
Wheatland Irrigation District							
1 No 1 Lateral Canal Lining	II	Not Identified in a WS Study	3	\$55,000.00	\$27,500.00	Irrigation	1 project for \$27,500

Small Water Account 2 Summary	
Available in Account 2 as of 2/13/24	\$946,244.00
2024 Omnibus Construction Bill Appropriation	\$0.00
Subtotal	\$946,244.00
New 2024 Requests	\$480,000.00
Remaining (Subtotal 1 - 2024 Requests)	\$466,244.00

# 2024 Clear Creek CD New Applications







THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Johnson Holt Ditch

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Johnson

**Sponsor and Status:** Clear Creek Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:** Do fund

**Estimated Total Project Cost:** \$21,000

**Requested Grant:** \$10,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project includes installation of 6 turnout control structures. These structures will stop erosion and sediment contributions to downstream reservoirs and allow control over irrigation water flowing in the main ditch channel and into the cutoff lateral ditch.

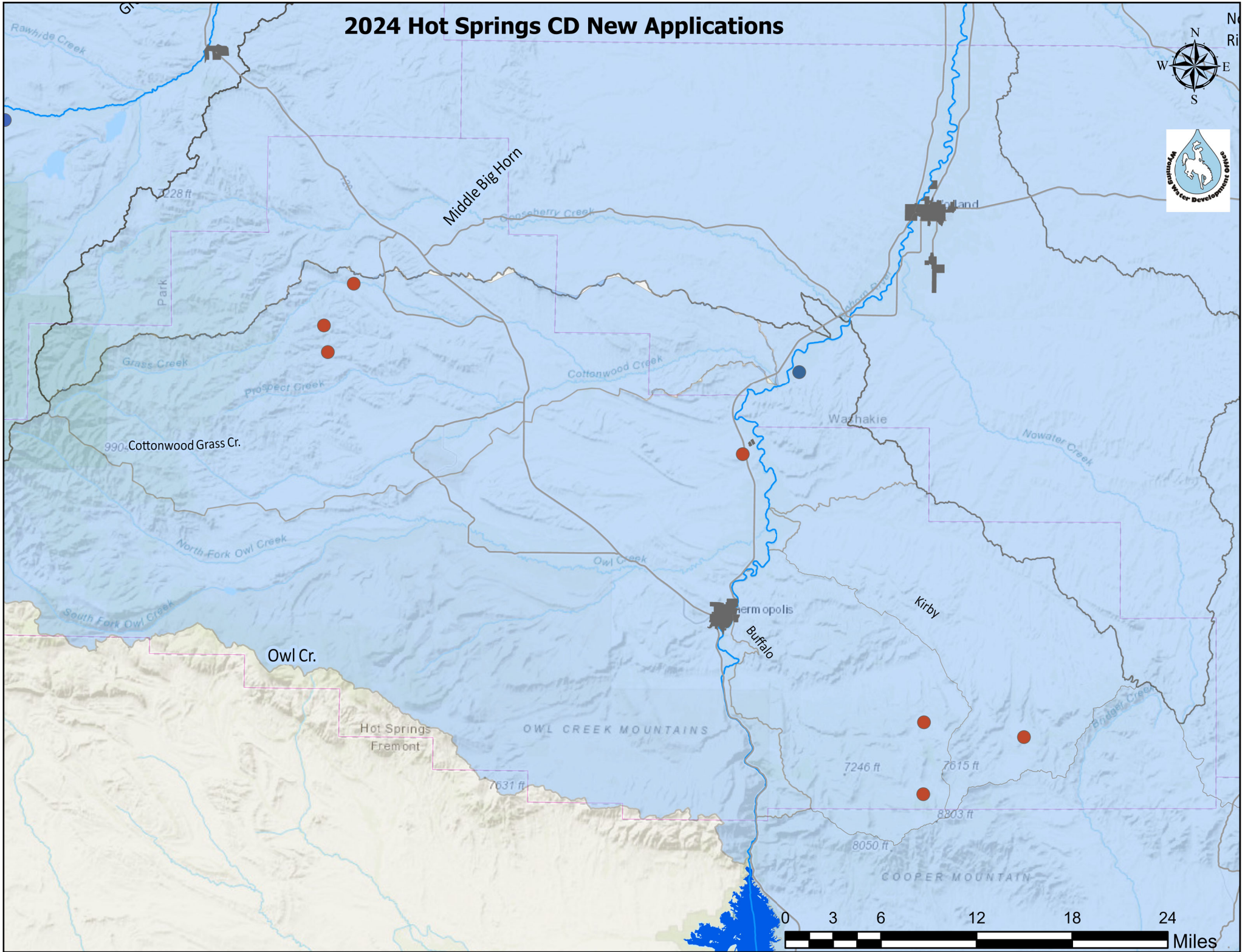
### 2. Sponsor Defined Public Benefit:

*“Planned improvements along the Johnson Holt Ditch will substantially reduce erosion and sediment contribution to downstream reservoir resources as well as ensuring improved water efficiency in the ditch. Improve water use efficiency will in turn allow reduced diversion of irrigation water from Clear Creek above the Town of Buffalo. The Clear Creek drainage is significantly over-appropriated, so the portion of the creek through Buffalo can dry up during late summer due to irrigation withdrawals thus impacting the fisheries, etc. This Johnson Holt ditch also provides water for six reservoirs which benefit both upland and wetland wildlife. Reservoirs on Bull Creek depend on water from the Johnson Holt Ditch and include more than 110 Acre Feet of water stored, as well as return flow to Clear Creek downstream. Reduced sediment contribution to the Clear Creek watershed will also contribute to improved overall water quality and aquatic organism habitat throughout the lower watershed.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Hot Springs CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Graves Land & Livestock Pump & Tank

**Program:** Rehabilitation

**Project Type:** Solar Platforms

**County:** Hot Springs

**Sponsor and Status:** Hot Springs Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$15,000

**Requested Grant:** \$7,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to replace a propane powered water system with a new solar powered system. The new system will also include a new water tank.

### 2. Sponsor Defined Public Benefit:

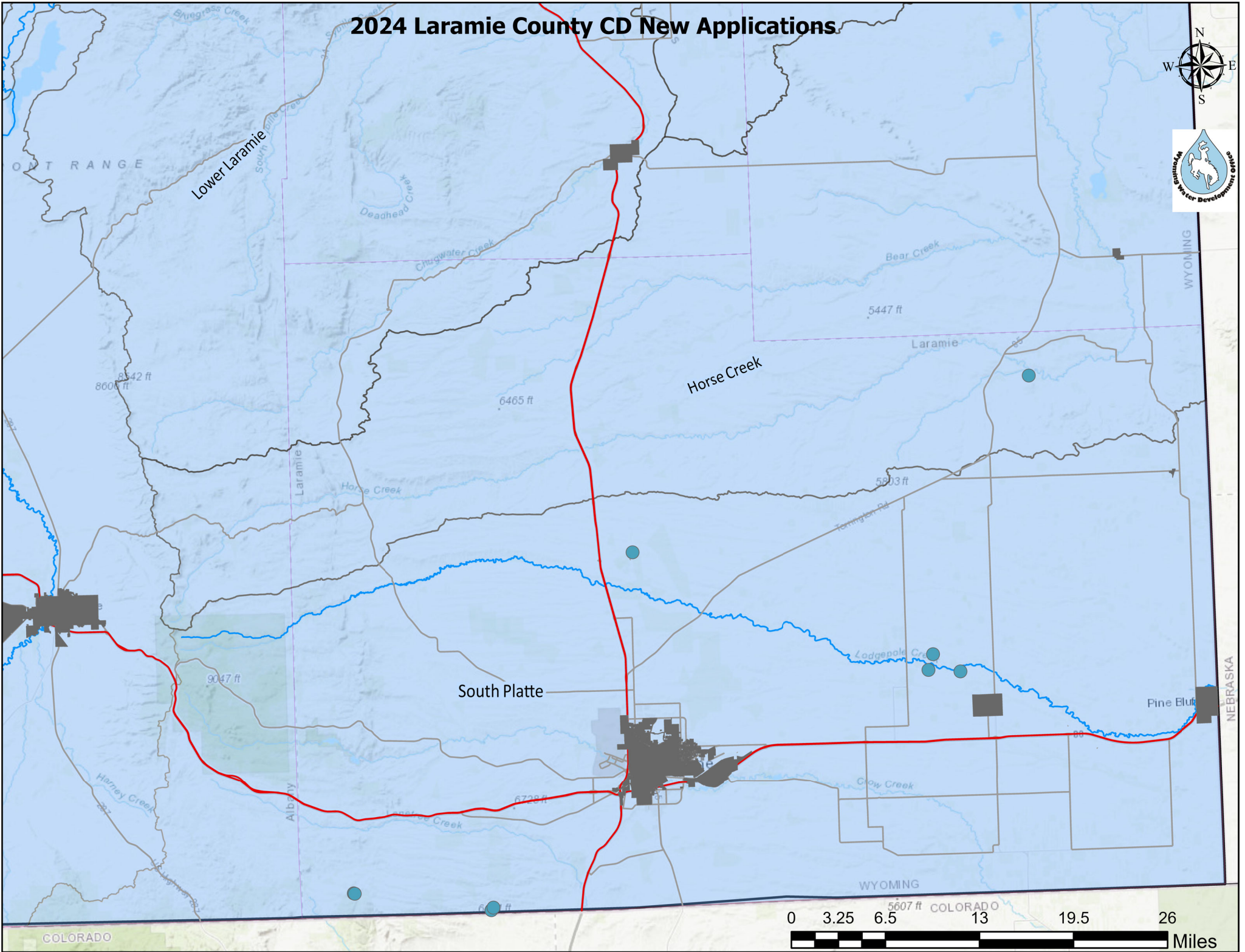
*"This tank is on BLM land and is located in crucial mule deer habitat. This area is 3 miles away from crucial elk habitat and near grizzly bear habitat. The draw where the pump and tank are located are in Sage Grouse core area. This tank provides a water source for wildlife and approximately 200 head of livestock."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Laramie County CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Newman No 1 Stock Reservoir

**Program:** Rehabilitation

**Project Type:** Small Reservoir

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$225,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to completely drain, reconstruct, and enlarge a stock reservoir within the South Platte River basin. The front face of the existing dam has sloughed into the reservoir and will need to be completely refaced with the addition of rock rip rap. New outlet and principle spillway workings will be required as the original features have failed. The dam dimensions are going to be increased to accommodate additional acre-feet of storage, potentially 4-5 AF.

### 2. Sponsor Defined Public Benefit:

*"This facility is owned and operated by the City of Cheyenne. It's been incorporated into the greater Belvoir Ranch operations. This project would rehab the facility for stock purposes but also provide a recreational pool for visitors to the ranch in the form of a trout fishery. This facility, along with a separate stock pipeline, will allow for the creation of a riparian pasture along the source, Sand Creek. The riparian pasture will be used in the late fall so that the banks and riparian vegetation can be stabilized along the creek. This pasture will provide better feed for cattle and exponentially more wildlife habitat for public benefit."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Pry Pasture Solar Project

**Program:** Rehabilitation

**Project Type:** Solar Platforms

**County:** Laramie

**Sponsor and Status:** Laramie County Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$18,000

**Requested Grant:** \$9,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to convert an existing windmill well to a solar system.

### 2. Sponsor Defined Public Benefit:

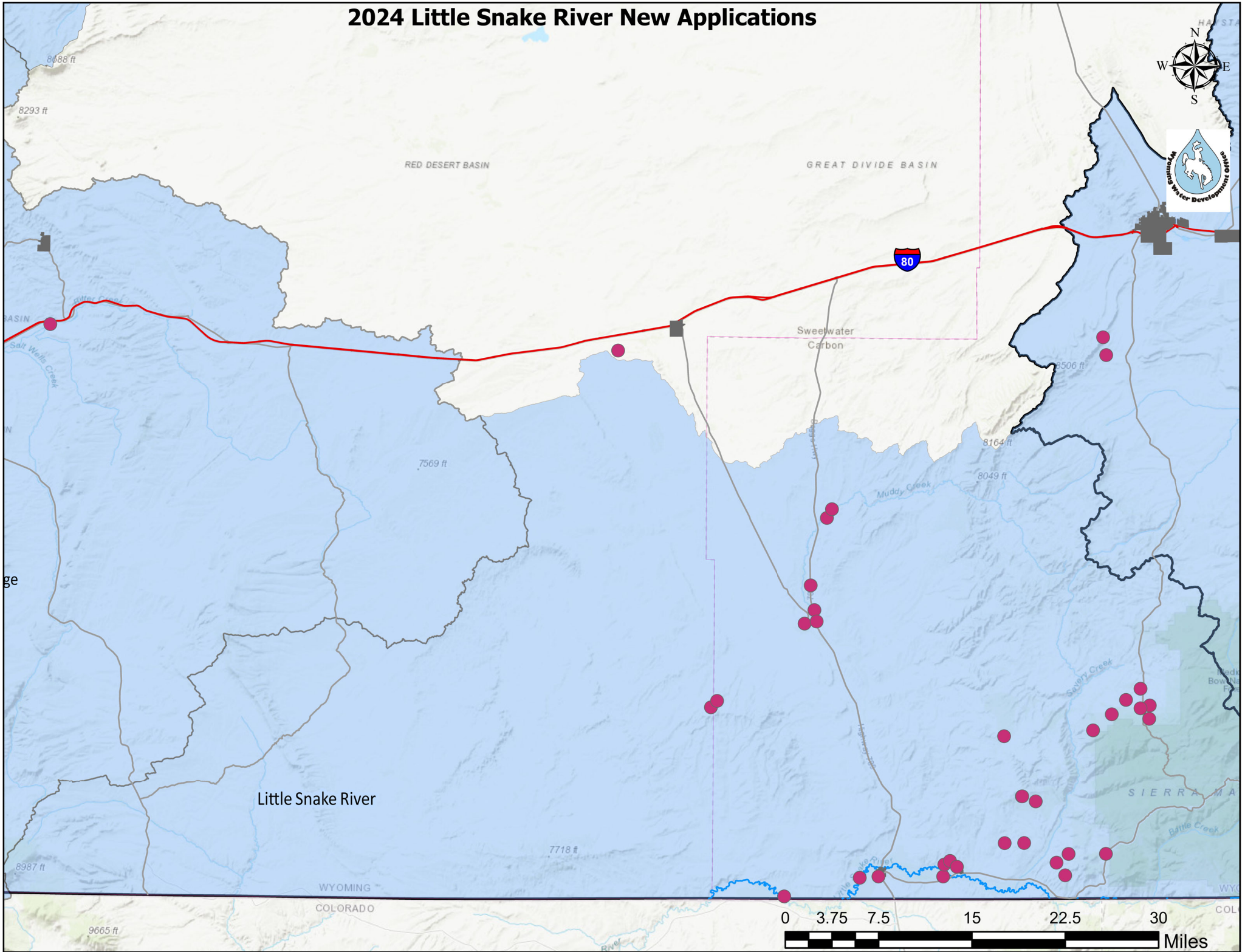
*"This well is the only source of water that provides grazing for the 320-acre pasture. While over-grazing is detrimental to the range, grazing in general is not just beneficial, but necessary, to the high mixed grass prairies of southeast Wyoming. This solar conversion will keep the pasture in an agricultural status but also maintain good soil health and native plants that would not exist if farmed or sold for housing developments. It does also act as a source of water for our pronghorn herds north of town."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Little Snake River New Applications





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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Bar Ranch Irrigation

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$40,000

**Requested Grant:** \$20,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project consists of moving the point of diversion upstream approximately ¾ miles to an existing drop structure and converting the water delivery system from pump to gravity flow ditch. Project activities will include installation of a headgate and head wall and construction of approximately 3,200 feet of ditch which includes installation of 100+/-feet of pipe. One small reservoir will be constructed to supply stock water delivered through the ditch. Muddy Creek is not perennial at this location and the inclusion of the pond will provide stock water during dry years.

### 2. Sponsor Defined Public Benefit:

*"This project will protect and add irrigated land in the Little Snake River basin. Irrigated lands are assessed at a high right rate and generate a greater tax base to support local and state taxes in support of public service. In addition, significant environmental benefits will also benefit the public. The project will result in an increase in riparian wet meadow habitat along Muddy Creek the location is heavily utilized by winter elk and year-round use by mule deer. The location is also in proximate location to other wetlands features that adds significant value to many other wetland and riparian obligate species."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Bitter Creek Drop – Diversion Structure

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Sweetwater

**Sponsor and Status:** Little Snake River Conservation District (in cooperation with Sweetwater CD)

**Project Priority:** 4. Irrigation

**Director’s Recommendation:** Do Fund

**Estimated Total Project Cost:** \$225,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The project will consist of demolition and removal of the concrete riprap, replacing and compacting the earth fill under the riprap and the placement of toe drains under the riprap and then replacing the riprap and regrouting it in place. During 2023 spring runoff, the grouted concrete riprap was undermined in both the upstream and downstream apron. Stream flows have bypassed the structure as evident from an earthen conduit observed at the downstream toe in the fall of 2023 with subterranean flows bypassing the structure. The extent of erosion beneath the grouted rock riprap components is unknown.

### 2. Sponsor Defined Public Benefit:

*“The Bitter Creek drop structure removes over 14 feet of grade. If this grade control is lost a massive head-cut will begin down cutting the creek channel and additional lateral drainage head-cuts will follow resulting of an estimated 800+ miles of watershed streams down cutting. Billions of tons of sediment will move down the system eventually entering the Green River and Flaming Gorge Reservoir. Loss of hundreds of acres of riparian habitat and degradation of upland habitat will be substantial negatively impacting wildlife, public recreation and health. Loss of the structure will also result in the loss of irrigated lands. A conservation population of Flannel Mouth Suckers inhabits the upper reaches of Bitter Creek and loss of the drop structure could allow for nonnative species to migrate upstream and hybridize and compete with this conservation population of native fish further jeopardizing them to an ESA listing.”*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer’s Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, “If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action”.



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** East Dad Water Conveyance Improvements

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$55,000

**Requested Grant:** \$27,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The purpose of this project is to replace two culverts that cross County and BLM roads at the Dad Intersection of State Hwy 789. These culverts are located on the supply ditch that conveys water to East Dad Pond, which is a part of the ditch system that delivers water to the Red Wash Portion of Muddy Creek Wetlands. The current culverts lack the needed capacity and have reached their life expectancy. Also, the main water control division box that splits the ditches upstream needs to be rehabilitated and set in concrete. Additionally, the initial application requested funding to dredge East Dad Pond. This has been determined to be maintenance and will not be eligible for grant funding.

### 2. Sponsor Defined Public Benefit:

*"The project will result in better stock water for livestock distribution that will improve range condition and wildlife habitat. In addition, both ditches supply water to the red portion of the Muddy Creek Wetlands that supports over 132 avian species, elk winter range and significant amounts of public recreation for bird watching and waterfowl hunting."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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## 2024 RECOMMENDATION

### SMALL WATER PROJECT PROGRAM

**Project Name:** Findley Irrigation Structure

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$15,000

**Requested Grant:** \$7,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

#### 1. Project Description:

This proposed project would include replacing an old water control structure to allow adequate water to irrigate two fields. The structure will include better screening to block debris. This structure serves an existing pivot and gated pipe.

#### 2. Sponsor Defined Public Benefit:

*"It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries."*

#### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Red Wash Wetland Pond No 1 Rehabilitation

**Program:** Rehabilitation

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$125,000

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will recondition 3,400 feet of dike by striping of the vegetation on top of the dike and adding 2 feet free board consisting of compacted earth fill to the top of the dike. Approximately 6,000 cubic yards of earth fill will be added to the dike. In addition, the principal water control structure will be replaced and an additional two more water control structures for a total of 3 will be installed in the dike to better manage water manage water release into other ponds. Control structure will consist of a combination of both 12 and 18 inch agridrain structure with HDPE pipe .

### 2. Sponsor Defined Public Benefit:

*"This portion of the Muddy Creek wetlands is located on BLM administered lands. It is highly utilized by the public for both wildlife viewing and water fowl hunting. The wetlands are also winter grazed by livestock."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Weber Drop Structure Rehabilitation

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Carbon

**Sponsor and Status:** Little Snake River Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$41,000

**Requested Grant:** \$20,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The drop structure was constructed in the late 1990's and is approximately 30+/- years old. The concrete cap on the drop structure has significant cracking resulting in the potential for water to erode under the structure. The proposed rehabilitation will be to remove the concrete cap on the structure and replace it with a new reinforced concrete cap to prevent water from undermining the structure.

### 2. Sponsor Defined Public Benefit:

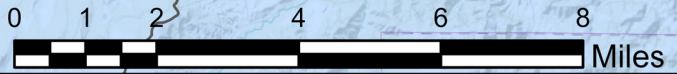
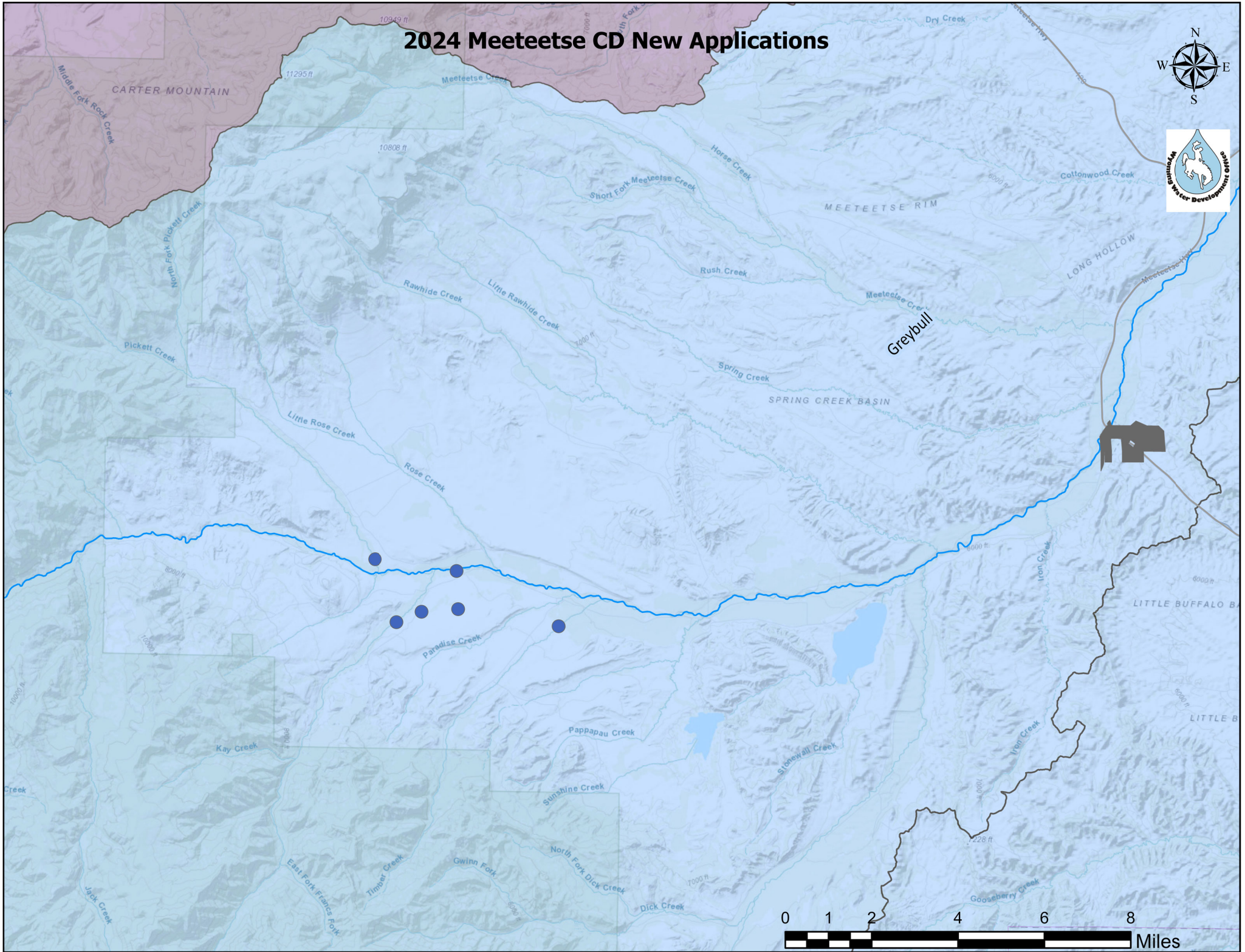
*"The drop structure provides approximately 14 feet of grade control on Muddy Creek and also serves as a fish barrier to protect upstream population of native fishes. Loss of the grade control structure would result in billions of tons of sediment entering Muddy Creek. The main creek channel and side channel and gullies would experience significant down cutting resulting in loss of riparian and upland habitat. Downstream wetlands would be heavily impacted and significant loss of emergent, aquatic bed and open water habitat would be lost due to the ponds filling with sediment. Significant impairment to water quality would occur if this structure is not rehabilitated. This section of Muddy Creek was previously on the 303(d) list of impaired streams due to high sediment loads. It was delisted in the mid 2000's as a result of the implementation of number of best management practices (BMP's) and the construction of the grade control structure prior to the delisting."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Meeteetse CD New Applications







THE STATE OF WYOMING

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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Dumpling Diversion Irrigation Improvement

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Park

**Sponsor and Status:** Meeteetse Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$178,750

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Greybull

### 1. Project Description:

The goals of this project area to 1) provide a reliable point of diversion, 2) separate the Dumpling Diversion from the Greybull Ditch water to allow the State Engineer's office to regulate the Dumpling Diversion, and to 3) prevent fish entrainment, or loss, into the Dumpling Diversion.

To provide a reliable point of diversion, the Dumpling Diversion will be relocated upstream approximately 100-feet. Relocation will significantly reduce sediment that enters the headgate, preventing the need for annual removal of sediment and alteration of the stream channel. Moving the point of diversion upstream will also separate the Dumpling Diversion water from the Greybull Ditch Water.

To prevent entrainment and provide downstream passage of out-migrating fish, a corrugated water screen will be installed on the Dumpling Diversion. A 36" diameter by 30-foot long buried pipe will be installed from the irrigation ditch to return fish to the Timber Creek.

### 2. Sponsor Defined Public Benefit:

*"Yellowstone Cutthroat Trout (YCT) is a Wyoming Species of Greatest Conservation Need. The Greybull River drainage is home to the largest population of genetically pure YCT in the Bighorn/Wind Basin with seven core conservation populations. The Greybull drainage serves as a metapopulation in the Bighorn Basin where YCT migrate between the Greybull, Wood River, and tributary streams throughout their life cycle. West Timber Creek is a major tributary to the Greybull River and highly used by YCT, Mountain Suckers, and other native fishes for spawning, rearing, and feeding habitat. The resiliency and persistence of YCT, Mountain Suckers, and other native fish populations will be increased through the reconnection and restoration of their habitat.*

*The proposed project would have public benefits by improving the health of the fishery. The project will prevent entrainment of out migrating YCT, Mountain Suckers and other fish by installing a screening structure on the diversion. While an entrainment study has not been conducted on West Timber Creek, entrainment studies on Francs Fork, Pickett Creek, Rose Creek, and the Greybull Ditch all indicate that installation of a screen would prevent the loss of thousands of YCT fry and other native fishes. Connectivity of critical habitat for native fishes will be restored within the Greybull drainage by implementation of this project. Enhancing connectivity in this drainage is key for long-term resilience of the fishery in the Upper Greybull Watershed.*

*Activities and outcomes under this project will help achieve priorities and goals outlined in six plans: WGFD Statewide Habitat Plan (SHP), Rangewide Conservation Strategy for Yellowstone Cutthroat Trout, Wyoming State*

*Wildlife Action Plan (SWAP), TU Priority Waters, Climate Change and Management of River, Riparian, and Wetland Habitats in Wyoming, and YCT Conservation and Restoration Opportunities in the Bighorn Basin.*

*The Greybull River drainage is highlighted under the WGFD's SHP 2020 Priority Areas as an aquatic crucial area and aquatic connectivity area due to its importance for genetically pure YCT populations. The proposed project helps achieve Objective 2 under the YCT Rangewide Conservation Strategy, which is to "Secure and Enhance Conservation Populations by "Connecting pure populations by removing migratory barriers where threats from non-native fishes are low." The projects also directly implement priorities recently outlined in Trout Unlimited strategic plan. Finally, the WGFD recently identified actions to build resilience in Wyoming's riverine and riparian areas in the face of climate change. The actions proposed under our series of projects directly implement recommendations from the cited workshop."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Francs Fork Irrigation Improvement

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Park

**Sponsor and Status:** Meeteetse Conservation District

**Project Priority:** 4. Irrigation

**Director's Recommendation:**

**Estimated Total Project Cost:** \$471,890

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Greybull

### 1. Project Description:

The goal is to 1) provide a reliable point of diversion, 2) install a headgate structure with a slide gate to allow regulation of water, 3) eliminate the need for a pushup dam to divert and block flow from the ditch, and to 4) provide upstream fish passage and prevent fish loss into the Franc's Fork Diversion. The project includes multiple components, however the requested funding will be used for the irrigation regulation and fish screen structure.

### 2. Sponsor Defined Public Benefit:

*"Yellowstone Cutthroat Trout (YCT) is a Wyoming Species of Greatest Conservation Need. The Greybull River drainage is home to the largest population of genetically pure YCT in the Bighorn/Wind Basin with seven core conservation populations. The Greybull drainage serves as a metapopulation in the Bighorn Basin where YCT migrate between the Greybull, Wood River, Franc's Fork, and tributary streams throughout their life cycle. The Franc's Fork is a major tributary to the Greybull River and highly used by YCT and other native fishes for spawning, rearing, and feeding habitat. The resiliency and persistence of YCT and other native fish populations will be increased through the reconnection and restoration of their habitat.*

*The proposed project would have public benefits by improving the health of the fishery. The project will restore year-round upstream passage to 20.6-miles of spawning and rearing habitat and prevent entrainment of out-migrating YCT and other fish through the following activities: 1) provide passage during low flow periods by providing a stable point of diversion that does not require a pushup dam and 2) prevent entrainment of out migrating YCT and other fish by installing a screening structure on the diversion.*

*Currently water is diverted using a channel spanning pushup dam which blocks upstream fish passage during April and May, which are crucial spawning migration times for YCT and other native fish. The proposed project will provide a reliable and fish friendly instream structure by moving the point of diversion upstream 0.7 miles to a location that has a naturally narrower floodplain and has long-term stability. Upstream passage will be provided to 20.6-miles of upstream spawning and rearing habitat by removing the need for the pushup dam. Downstream passage will be provided by screening the ditch with a corrugated water screen. The Franc's Fork Ditch is permitted for 11.82 cfs and has been found to entrain an estimated 9,729 YCT fry during the critical outmigration periods in September and October (Stahl et al. 20231). Installation of the fish screen will prevent the loss of at least 9,729 YCT in September and October and will also prevent the loss of native Mountain Whitefish, Mountain Sucker, and Longnose Dace. Connectivity of critical habitat for native fishes will be restored within the Greybull drainage by implementation of this project. Enhancing connectivity in this drainage is key for long-term resilience of the fishery in the Upper Greybull Watershed.*

*Activities and outcomes under this project will help achieve priorities and goals outlined in six plans: WGFD Statewide Habitat Plan (SHP), Rangewide Conservation Strategy for Yellowstone Cutthroat Trout, Wyoming State Wildlife Action Plan (SWAP), TU Priority Waters, Climate Change and Management of River, Riparian, and Wetland Habitats in Wyoming, and YCT Conservation and Restoration Opportunities in the Bighorn Basin.*

*The Greybull River drainage is highlighted under the WGFD's SHP 2020 Priority Areas as an aquatic crucial area and aquatic connectivity area due to its importance for genetically pure YCT populations. The proposed project helps achieve Objective 2 under the YCT Rangewide Conservation Strategy, which is to "Secure and Enhance Conservation Populations by "Connecting pure populations by removing migratory barriers where threats from non-native fishes are low." The projects also directly implement priorities recently outlined in Trout Unlimited strategic plan. Finally, the WGFD recently identified actions to build resilience in Wyoming's riverine and riparian areas in the face of climate change. The actions proposed under our series of projects directly implement recommendations from the cited workshop."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Greybull Ditch Irrigation Rehabilitation

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Park

**Sponsor and Status:** Meeteetse Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$285,450

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Greybull

### 1. Project Description:

The Greybull Ditch headgate is an aging concrete structure that needs to be replaced due to structural damage to the concrete and undercutting of the outfall. In conjunction with the replacement of the existing irrigation infrastructure with an in-kind structure, project partners are going to add a fish screen (cone screen) to prevent fish entrainment, or loss, into the Greybull Ditch.

The existing concrete headworks structure, located 0.5 miles down the irrigation ditch from the Greybull River, will be removed and replaced with a new in-kind concrete headgate structure and an attached cone screen. The existing wasteway is made of concrete and is severely eroding and undercut. The new wasteway will be constructed of riprap (50 square yards) instead of concrete. All construction will occur within the existing footprint of the ditch and wasteway. Access for installation with heavy equipment will occur along established two-track roads.

### 2. Sponsor Defined Public Benefit:

*"Yellowstone Cutthroat Trout (YCT) is a Wyoming Species of Greatest Conservation Need. The Greybull River drainage is home to the largest population of genetically pure YCT in the Bighorn/Wind Basin with seven core conservation populations. The Greybull drainage serves as a metapopulation in the Bighorn Basin where YCT migrate between the Greybull, Wood River, and tributary streams throughout their life cycle. The resiliency and persistence of YCT and other native fish populations will be increased through the reconnection and restoration of their habitat."*

*The proposed project would have public benefits by improving the health of the fishery in the Upper Greybull River watershed by preventing the loss of fish in the Greybull Ditch. This project will provide downstream passage of fish via a cone screen at the Greybull Ditch headgate and immediately return fish to the Greybull River. In 2010, an entrainment study was conducted during the critical outmigration period for young-of-year YCT during September and October. The study identified significant entrainment at 1,144 YCT (23/day) (Stahl et al. 20231). Installation of the cone screen will prevent the loss of at least 23 YCT per day and will also prevent the loss of native Mountain Whitefish, Mountain Sucker, and Longnose Dace. Connectivity of critical habitat for native fishes will be restored within the Greybull drainage by implementation of this project. Enhancing connectivity in this drainage is key for long-term resilience of the fishery in the Upper Greybull Watershed."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Rock Creek Ditch Irrigation Improvement

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Park

**Sponsor and Status:** Meeteetse Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$218,185

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** Yes

**Watershed Study:** Greybull

### 1. Project Description:

The goals of this project are to 1) provide a reliable point of diversion, 2) provide upstream passage past the Rock Creek diversion, 3) prevent fish entrainment, or loss, into the Rock Creek Ditch, and 4) prevent non-native Brook Trout from moving into Rose Creek, a Yellowstone Cutthroat Trout stream, from the Rock Creek Ditch tail water.

The Rock Creek Ditch headgate is an aging concrete structure that needs to be replaced due to structural damage and undercutting of the downstream side of the structure. The need for replacement, has created partnership opportunities to construct the diversion using structures that are passable by fish (cross vanes) and install a fish screen (cone screen) to prevent fish entrainment, or loss, into the Rock Creek Ditch.

To provide upstream passage for native fishes, the existing concrete diversion structure, which is a complete fish passage barrier, will be removed and a series of four rock structures will be installed. The construction footprint will cover a total stream length of 114 feet. Within the Rock Creek Irrigation Ditch, a fish screen (cone screen) will also be installed to prevent fish entrainment and the movement of Brook Trout from Rock Creek to Rose Creek. The fish screen will be powered with a solar array.

### 2. Sponsor Defined Public Benefit:

*"Yellowstone Cutthroat Trout (YCT) is a Wyoming Species of Greatest Conservation Need. The Greybull River drainage is home to the largest population of genetically pure YCT in the Bighorn/Wind Basin with seven core conservation populations. The Greybull drainage serves as a metapopulation in the Bighorn Basin where YCT migrate between the Greybull, Wood River, and tributary streams throughout their life cycle. Pickett Creek is a major tributary to the Greybull River and highly used by YCT, Mountain Suckers, and other native fishes for spawning, rearing, and feeding habitat. The resiliency and persistence of YCT, Mountain Suckers, and other native fish populations will be increased through the reconnection and restoration of their habitat. Enhancing connectivity in this drainage is key for long-term resilience of the fishery in the Upper Greybull Watershed.*

*The proposed project would have public benefits by improving the health of the fishery. The removal of the current Rock Creek Diversion and reconstruction with a passable structure, will restore year-round upstream passage to 13.4-miles of spawning and rearing habitat. The addition of a fish screen, will provide downstream passage to out-migrating YCT, Mountain Whitefish, Mountain Suckers, Longnose Dace, and Brook Trout. Results from 2022 estimated that during the irrigation season, 1,602 fish were entrained, or lost, to the Rock Creek Diversion (WGFD 2023). Installation of the fish screen will also prevent non-native Brook Trout from being reintroduced into Rose Creek through tail water mixing with Rose Creek. The Wyoming Game and Fish Department has chemically*

removed Brook Trout from Rose Creek to reintroduce native Yellowstone Cutthroat Trout. Brook Trout have been found to reinvade Rose Creek from Pickett Creek.

Restoring upstream and downstream fish passage by removing barriers and limiting fish entrainment in ditches, and restoring habitat for all life stages of native fish, inherently makes fish populations more resilient to natural and man-made impacts and provides anglers increased opportunities. They also typically make communities more resilient to flooding and other disturbances. Expansion of YCT populations could result in increased recreational use and economic benefits within Park County on federal lands upstream of the project areas. Connectivity of critical habitat for native fishes will be restored within the Greybull drainage by implementation of this project.

Activities and outcomes under this project will help achieve priorities and goals outlined in six plans: WGFD Statewide Habitat Plan (SHP), Rangewide Conservation Strategy for Yellowstone Cutthroat Trout, Wyoming State Wildlife Action Plan (SWAP), TU Priority Waters, Climate Change and Management of River, Riparian, and Wetland Habitats in Wyoming, and YCT Conservation and Restoration Opportunities in the Bighorn Basin.

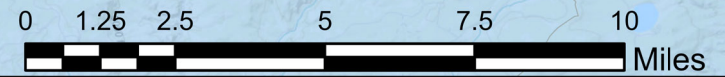
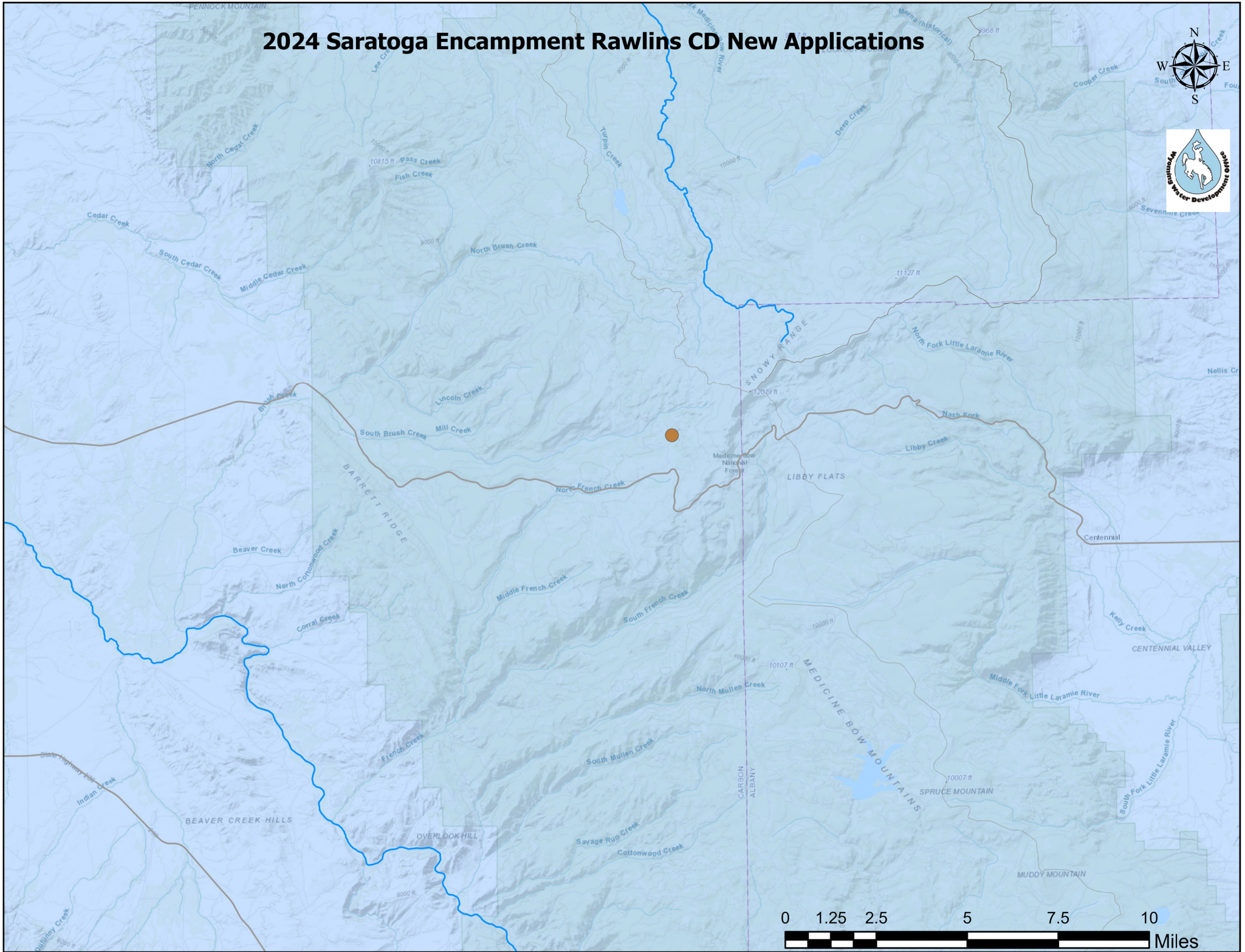
The Greybull River drainage is highlighted under the WGFD's SHP 2020 Priority Areas as an aquatic crucial area and aquatic connectivity area due to its importance for genetically pure YCT populations. The proposed project helps achieve Objective 2 under the YCT Rangewide Conservation Strategy, which is to "Secure and Enhance Conservation Populations by "Connecting pure populations by removing migratory barriers where threats from non-native fishes are low." The projects also directly implement priorities recently outlined in Trout Unlimited strategic plan. Finally, the WGFD recently identified actions to build resilience in Wyoming's riverine and riparian areas in the face of climate change. The actions proposed under our series of projects directly implement recommendations from the cited workshop."

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Saratoga Encampment Rawlins CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Keystone Reservoir Rehabilitation

**Program:** Rehabilitation

**Project Type:** Small Reservoir

**County:** Carbon

**Sponsor and Status:** Saratoga-Encampment-Rawlins Conservation District

**Project Priority:** 1. Other (Shovel Ready)

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$126,070

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

Keystone Reservoir is permitted by the Wyoming State Engineers Office for the storage of 198.96 acre-feet and is fed from South Twin Lakes Creek, a tributary of Headquarters Park Creek. The Keystone Reservoir Rehabilitation Project intends to replace the outlet works of the reservoir. The current drop inlet structure and outlet control structure are in poor condition, suffering from extensive corrosion. The water level in the reservoir will be regulated using the new drop inlet structure which will house a slide gate for refined water level control and controlled releases.

### 2. Sponsor Defined Public Benefit:

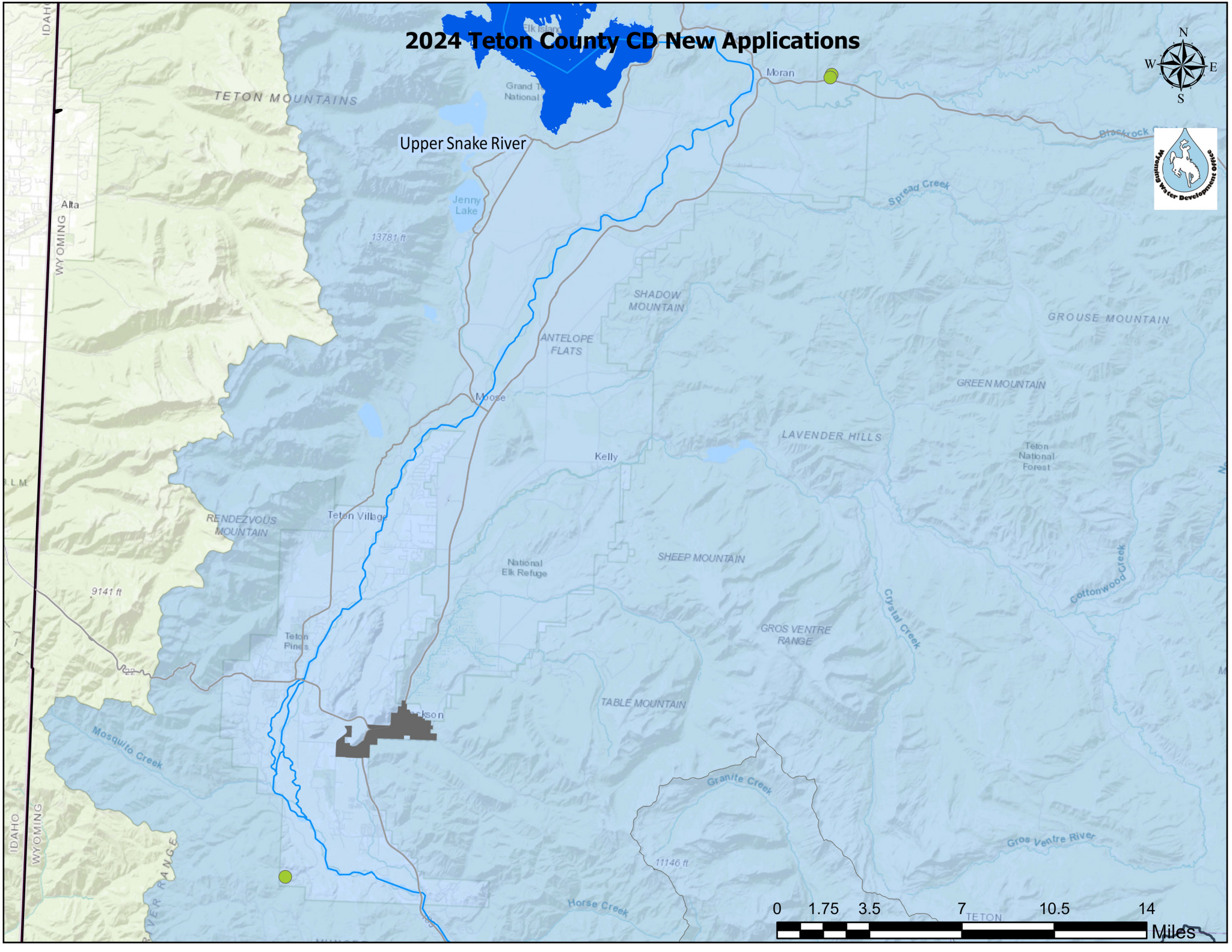
*"The water in the reservoir is used on irrigated lands associated with the Ryan Foreman Ditch and High Line Canal within the eastern side of the Saratoga Valley. A total of 420 acres benefit from the water in the reservoir. Additionally, this reservoir is a popular recreation area and provides water for wildlife within the Medicine Bow Forest."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



# 2024 Teton County CD New Applications





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Lava Creek Fish Passage Project-Lower Diversion

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Teton

**Sponsor and Status:** Teton Conservation District

**Project Priority:** 1. Diversion Structures and Spring Developments

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$215,063

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The Lava Creek Fish Passage Project - Lower Diversion seeks to improve the lower of two concrete irrigation diversions on Lava Creek, a freestone spawning tributary of the Buffalo Fork, that currently act as barriers to fish passage. The diversions are used by the Pinto Ranch to irrigate pasture and hay meadows for horses and cattle on the 1,200-acre ranch. The project will reconnect 9 miles of fish habitat in Lava Creek upstream of the diversions, primarily on Bridger-Teton National Forest (BTNF) lands, to the Buffalo Fork confluence. Increasing stream connectivity between Lava Creek and the Buffalo Fork will provide resiliency for native fish and insulate them from the effects of catastrophic events and climate variability by allowing them to access historical spawning and refugia habitat.

The design for the site includes removal of the existing concrete diversion weir and apron, lowering the headgate elevation by approximately 1.7 feet to increase head while reducing grade control elevation needed, regrading approximately 382 feet of the downstream conveyance ditch to a grade of 0.3 percent to promote functionality, combining two existing headgates into a single headgate, constructing a hardened riffle grade or "rock ramp" control structure (similar to what was installed at Spread Creek) to maintain hydraulic head on the point of diversion, and installing rock armoring on banks sloping up from the riffle and headgate. In addition, two ditches will be consolidated to improve conveyance. Changes would provide reliable water delivery without need for seasonal channel manipulation, and reduce sedimentation in ditches.

### 2. Sponsor Defined Public Benefit:

*"This project benefits the public and is a high priority for native fish conservation for several reasons. Most of the upstream habitat to be reconnected by the project is located on public lands, and Lava Creek has suitable spawning, rearing, and cover habitat throughout. However, there is evidence that it is currently under-utilized, likely as a result of multiple decades of connectivity lost. A trap net study conducted in 2022 by WGFD and TU assessed entrainment levels into the three irrigation ditches associated with the upper and lower diversions and documented very little outmigration and entrainment, indicating that the migratory component of the Lava Creek fishery has been lost over time. Population estimates of resident SRC are relatively low throughout Lava Creek due to decreased connectivity to the Buffalo Fork and impacts from irrigation infrastructure. Through the connectivity re-established by the project, we expect to see increased use by migratory SRC and other native fish from the Buffalo Fork and Snake Rivers, and potentially an increase in the resident population.*

*SRC are considered a "species of special concern" by WGFD. A 2018 assessment of Yellowstone cutthroat trout populations (including SRC) identified much of the Upper Snake River and its tributaries, including the Buffalo Fork,*

*as among the highest priority areas for conservation and restoration projects because of climate resilience, population resilience, and genetics (Al-Chokachy et al. 2018). The entire Snake Headwaters HUC6 watershed in Wyoming has been identified as a Priority Water by TU. The project is located within an aquatic restoration area as identified in the WGFD's Statewide Habitat Plan (SHP), meaning that "... active management is necessary to maximize aquatic function, reduce fish entrainment, and still meet the demands of water rights holders". The lower reaches are also a crucial wetland designation area in the WGFD SHP. It is also complementary to agency commitments for protecting and restoring Snake River Cutthroat Trout habitat under the 2010 Conservation Agreement for Yellowstone Cutthroat Trout in the States of Idaho, Montana, Nevada, Utah, and Wyoming. The Lava Creek project addresses the only barriers to fish passage on the entire creek, making it a high priority project that will improve connectivity for fish to access cold water refugia and spawning, rearing, and cover habitat in Lava Creek from the Buffalo Fork and Snake Rivers. As climate change effects become more pronounced, refuge habitat like Lava Creek will become even more important. Removing two channel-spanning concrete diversions will also improve sediment transport and stabilize the bank and channel in their immediate vicinity. Additionally, this project will provide the opportunity to showcase fish passage-friendly irrigation infrastructure improvements that benefits both the irrigators and the resource."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** Lava Creek Fish Passage Project - Upper Diversion

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Teton

**Sponsor and Status:** Teton Conservation District

**Project Priority:** 1. Diversion Structures and Spring Developments

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$156,844

**Requested Grant:** \$35,000

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

The Lava Creek Fish Passage Project - Upper Diversion seeks to improve the upper of two concrete irrigation diversions on Lava Creek, a freestone spawning tributary of the Buffalo Fork, that currently act as barriers to fish passage. The diversions are used by the Pinto Ranch to irrigate pasture and hay meadows for horses and cattle on the 1,200-acre ranch. The project will reconnect 9 miles of fish habitat in Lava Creek upstream of the diversions, primarily on Bridger-Teton National Forest (BTNF) lands, to the Buffalo Fork confluence. Increasing stream connectivity between Lava Creek and the Buffalo Fork will provide resiliency for native fish and insulate them from the effects of catastrophic events and climate variability by allowing them to access historical spawning and refugia habitat.

The design for the site includes removal of the existing concrete diversion weir and apron, lowering the headgate elevation by approximately 2.6 feet to increase head while reducing grade control elevation needed, regrading approximately 250 feet of ditch to a gradient of 0.5 percent, and constructing a hardened riffle grade or "rock ramp" control structure (similar to what was installed at Spread Creek) to maintain hydraulic head on the point of diversion. Changes would provide reliable water delivery without need for seasonal channel manipulation.

### 2. Sponsor Defined Public Benefit:

*"This project benefits the public and is a high priority for native fish conservation for several reasons. Most of the upstream habitat to be reconnected by the project is located on public lands, and Lava Creek has suitable spawning, rearing, and cover habitat throughout. However, there is evidence that it is currently under-utilized, likely as a result of multiple decades of connectivity lost. A trap net study conducted in 2022 by WGFD and TU assessed entrainment levels into the three irrigation ditches associated with the upper and lower diversions and documented very little outmigration and entrainment, indicating that the migratory component of the Lava Creek fishery has been lost over time. Population estimates of resident SRC are relatively low throughout Lava Creek due to decreased connectivity to the Buffalo Fork and impacts from irrigation infrastructure. Through the connectivity re-established by the project, we expect to see increased use by migratory SRC and other native fish from the Buffalo Fork and Snake Rivers, and potentially an increase in the resident population.*

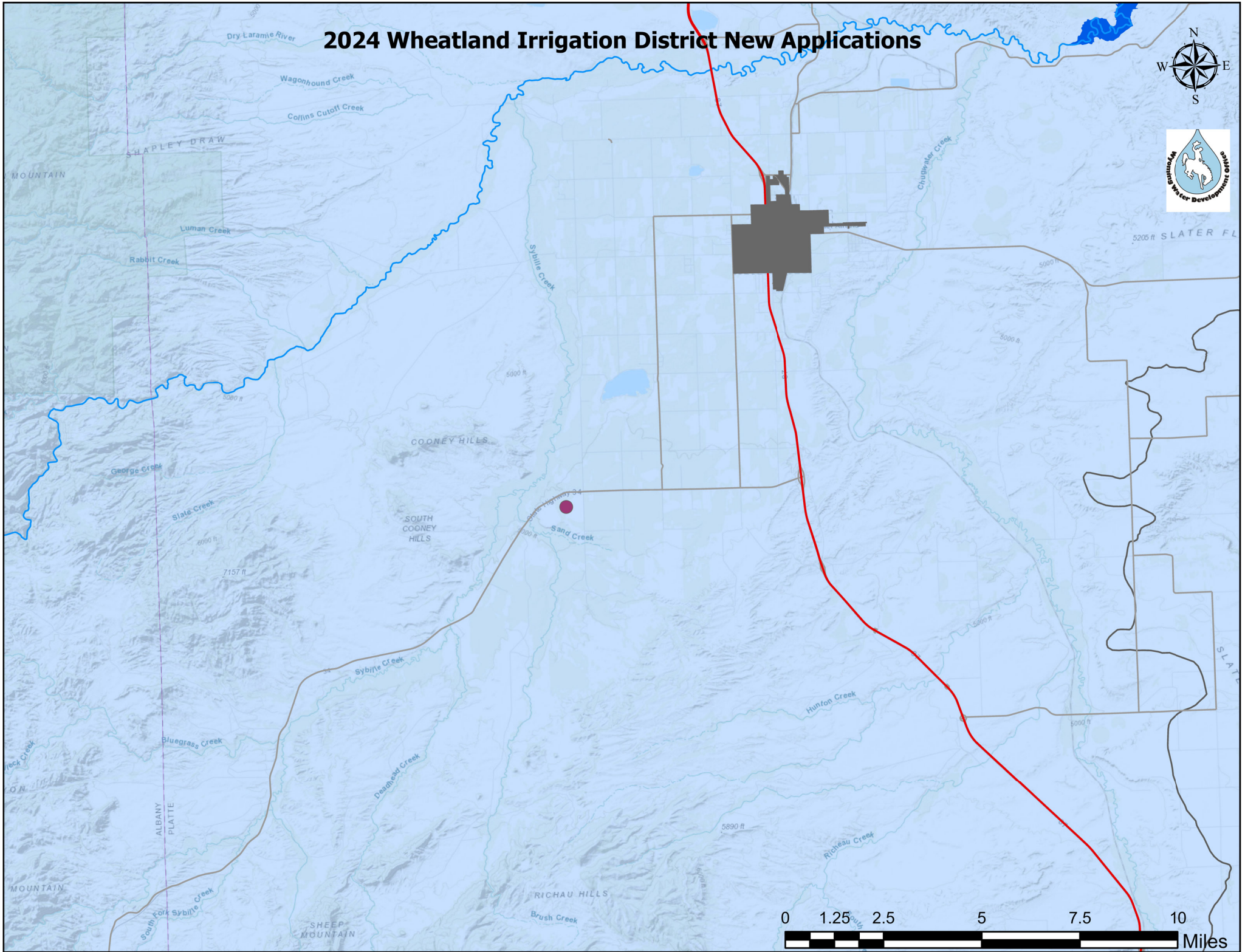
*SRC are considered a "species of special concern" by WGFD. A 2018 assessment of Yellowstone cutthroat trout populations (including SRC) identified much of the Upper Snake River and its tributaries, including the Buffalo Fork, as among the highest priority areas for conservation and restoration projects because of climate resilience, population resilience, and genetics (Al-Chokachy et al. 2018). The entire Snake Headwaters HUC6 watershed in Wyoming has been identified as a Priority Water by TU. The project is located within an aquatic restoration area as*

*identified in the WGFD's Statewide Habitat Plan (SHP), meaning that " ... active management is necessary to maximize aquatic function, reduce fish entrainment, and still meet the demands of water rights holders". The lower reaches are also a crucial wetland designation area in the WGFD SHP. It is also complementary to agency commitments for protecting and restoring Snake River Cutthroat Trout habitat under the 2010 Conservation Agreement for Yellowstone Cutthroat Trout in the States of Idaho, Montana, Nevada, Utah, and Wyoming. The Lava Creek project addresses the only barriers to fish passage on the entire creek, making it a high priority project that will improve connectivity for fish to access cold water refugia and spawning, rearing, and cover habitat in Lava Creek from the Buffalo Fork and Snake Rivers. As climate change effects become more pronounced, refuge habitat like Lava Creek will become even more important. Removing two channel-spanning concrete diversions will also improve sediment transport and stabilize the bank and channel in their immediate vicinity. Additionally, this project will provide the opportunity to showcase fish passage-friendly irrigation infrastructure improvements that benefits both the irrigators and the resource."*

### **3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# 2024 Wheatland Irrigation District New Applications







THE STATE OF WYOMING

# Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002  
FAX: (307) 777-6819



## 2024 RECOMMENDATION SMALL WATER PROJECT PROGRAM

**Project Name:** No 1 Lateral Canal Lining

**Program:** Rehabilitation

**Project Type:** Irrigation

**County:** Platte

**Sponsor and Status:** Wheatland Irrigation District

**Project Priority:** 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost:** \$55,000

**Requested Grant:** \$27,500

**Identified in a Watershed Study:** No

**Watershed Study:** NA

### 1. Project Description:

This project will include lining of a water delivery canal with an impervious vinyl liner. The project would span approximately 2,500 feet in an area where the canal is above an irrigated field known to have seepage issues.

### 2. Sponsor Defined Public Benefit:

*"The lateral no 1 canal supplies water to 200 users and irrigates approximately 15,000 acres. By reducing loss of water in this reach of the system, everyone on the lateral would benefit by having more available water to use."*

### 3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2024

CONSTRUCTION  
PROJECT  
AGREEMENTS -  
ACCOUNT I

**PROJECT AGREEMENT**  
**BIG HORN REGIONAL JPB LUCERNE TANK AND PUMP STATION 2024**  
**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 BIG HORN REGIONAL JOINT POWERS BOARD, WASHAKIE COUNTY, Wyoming, a duly organized joint powers board existing under the laws of that state (SPONSOR), whose address is: PO Box 346, Worland, WY 82401.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Big Horn Regional JPB Lucerne Tank and Pump Station 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of water transmission pipelines, storage tanks, pump stations, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed ONE MILLION EIGHT HUNDRED THREE THOUSAND DOLLARS (\$1,803,000.00) which will be a grant of not more than ONE MILLION EIGHT HUNDRED THREE THOUSAND DOLLARS (\$1,803,000.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.

- B.** Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.
- C.** 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 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 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.
- D.** 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 bids received by the SPONSOR'S ENGINEER.
  - 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 proposed by the SPONSOR to design, inspect 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.

- J.** 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.
- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will

not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

- P.** 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, 2029, 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.
- Q.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:
- 1.** Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT for purposes other than the purpose defined in authorizing legislation use and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.
  - 2.** There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive fifty percent (50%) and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.



3. The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.
- R. 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
  - S. 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, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**BIG HORN REGIONAL JOINT POWERS BOARD**

\_\_\_\_\_  
Don Russell, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Joyce, Director

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**SKYLINE ISD WELL CONNECTION 2024**  
**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 Skyline Improvement and Service District, Teton County, Wyoming, a duly organized improvement and service district existing under the laws of that state (SPONSOR), whose address is: Skyline Improvement & Service District P.O. Box 3601, Jackson, WY 83001-3601.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Skyline ISD Well Connection 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of a well connection, pumping facilities, transmission pipelines, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed FOUR HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$448,000.00) which will be a grant of not more than FOUR HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$448,000.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.

- B.** Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR’s authorization to participate in the PROJECT and approval of the funding package.
- C.** Prior to initiating the PROJECT design, the SPONSOR must purchase the Level II well from the COMMISSION in accordance with the Well Purchase Agreement.
- D.** 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 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 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.
- E.** 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 bids received by the SPONSOR’S ENGINEER.

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 proposed by the SPONSOR to design, inspect 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 or consulting firm 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 contractor's contracts.
  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.
  10. For Level III projects that include well construction, the non-well PROJECT design shall not be initiated until the well is completed unless written approval is provided by the COMMISSION. The SPONSOR shall provide the COMMISSION with the well yield and water quality results before initiating the non-well PROJECT design. If the SPONSOR initiates the non-well PROJECT design without COMMISSION concurrence, and the completed well results in design changes, the SPONSOR shall be responsible for all costs associated with the re-design efforts.
- F. 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.

- G.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- H.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- I.** The SPONSOR shall not issue its advertisement for 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 SPONSOR'S ENGINEER, 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.
- J.** 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.
- K.** 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.
- L.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- M.** 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.
- N.** 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.

- O.** 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.
- P.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- Q.** 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, 2029, 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.
- R.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water from the PROJECT, and restrictions on the sale of the water system components of the PROJECT. Water system components shall include the well connection, pumping facilities, transmission pipelines, structures and appurtenances necessary to make the project function in the manner intended

  - 1. Sale of Water from the PROJECT.** Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation. If such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of the water from the well PROJECT for purposes other than the purpose defined in authorizing legislation and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the water from the well PROJECT.

In addition, if such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of the water from the water system components of the PROJECT for purposes other than the purpose defined in authorizing legislation and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the water from the water system components of the PROJECT.

2. **Sale of the PROJECT.** There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated from the lease, sale, assignment, of transfer of ownership of the well, and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the well.

In addition, if such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated from the lease, sale, assignment of transfer of ownership of the water system components of the PROJECT and the State of Wyoming shall receive fifty percent (50%) of the revenues generated from the lease, sale, assignment of transfer of ownership of the water system components of the PROJECT.

Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

3. The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.

- 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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 twelve (12) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



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**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**SKYLINE IMPROVEMENT AND SERVICE DISTRICT**

\_\_\_\_\_

Kurt Harland, Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Latham Jenkins, Secretary

\_\_\_\_\_

Date

\_\_\_\_\_

Jamie Streator, Treasurer

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

2024

CONSTRUCTION  
PROJECT  
AGREEMENTS -  
ACCOUNT II

**PROJECT AGREEMENT**  
**BRIDGER VALLEY JPB TANK REPLACEMENT 2024**  
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 Bridger Valley Joint Powers Board, UINTA COUNTY, Wyoming, a duly organized joint powers board existing under the laws of that state (SPONSOR), whose address is: 5716 WY-410, Mountain View, WY 82939.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Bridger Valley JPB Tank Replacement 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of a water storage tank, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed SEVEN HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$728,500.00) which will be a grant of not more than SEVEN HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$728,500.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
  
  - B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the Joint Powers Board authorizing participation in this PROJECT and accepting the financing package.

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design,

inspect 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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, 2029, 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.

- Q.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:
- 1.** Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT for purposes other than the purpose defined in authorizing legislation use and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.
  - 2.** There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive fifty percent (50%) and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.
  - 3.** The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development



Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.

- R. 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- S. 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, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**BRIDGER VALLEY JOINT POWERS BOARD**

\_\_\_\_\_  
Jared Crane, Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Troy Andersen, System Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karinda Guest, Administrator Assistant

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**DAYTON WATER SYSTEM REHABILITATION 2024**  
**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 Town of Dayton, Sheridan COUNTY, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: Town of Dayton, P.O. Box 100, Dayton, WY 82836.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Dayton Water System Rehabilitation 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of a diversion structure, pumping facilities, pipelines, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) which will be a grant of not more than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
  
  - B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city or town council authorizing participation in the PROJECT and accepting the financing package.

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design, inspect, 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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, 2029, 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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**Town of Dayton**

\_\_\_\_\_

Clifford Reed, Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

Hanle Visser, Town Clerk

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**PROJECT AGREEMENT**  
**DEAVER ID LATERALS 2024**  
**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 DEAVER IRRIGATION DISTRICT, BIG HORN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: PO Box 205, Deaver, WY 82421.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Deaver ID Laterals 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of pipelines, 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 have been fully satisfied.
4. **Special Provisions.**
  - A. A grant not to exceed ONE HUNDRED SEVENTY-TWO THOUSAND DOLLARS (\$172,000.00) or one hundred percent (100%) of the materials cost for the purchase of PROJECT materials as supported by vendor invoices and approved by the COMMISSION, whichever is less, shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The SPONSOR is responsible for securing the balance of the PROJECT budget from other sources.
  - B. Prior to the release of any funds under this Agreement, the SPONSOR shall provide to the COMMISSION evidence of its ability to provide services, labor and equipment, or financing for its share of PROJECT development costs. The SPONSOR shall also provide a resolution demonstrating its intent to construct the PROJECT.



- C. The SPONSOR is responsible for hiring a professional engineering consultant, registered in Wyoming to design the improvements, to compile materials bid documents, to monitor construction activities, to provide construction management services, and to maintain an inventory of materials. The SPONSOR is responsible for the design, permit procurement, PROJECT land procurement, construction engineering, and construction of the PROJECT.
- D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to pay materials costs supported by vendor invoices. The SPONSOR shall be responsible to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; 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. Requests for prior approval of necessary and reasonable materials costs shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- E. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design, inspect, 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 or consulting firm personnel assigned to the PROJECT.
  8. 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.
  9. During project construction, cause the SPONSOR'S ENGINEER to provide the COMMISSION with weekly construction progress reports summarizing weekly construction activities including locations and quantities of installed materials. Weekly construction reports should be ongoing and provided to the COMMISSION within two weeks of completion of the work outlined in the progress report.
- F.** 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.
- G.** Once the plans and specifications are in acceptable form and the COMMISSION determines 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 initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

- H.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- I.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.

- J.** 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.
- K.** 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. 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.
- L.** Disbursements from the COMMISSION authorized under the terms of this Agreement shall be for the purchase of PROJECT materials supported by vendor invoices as approved by the COMMISSION. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION from other sources.
- M.** 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.
- N.** 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.
- O.** 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.
- P.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

- Q.** 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, 2029, 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.
- R.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- S.** 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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



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**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**DEAVER IRRIGATION DISTRICT**

\_\_\_\_\_  
Dave Winninger, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Dart, District Manager

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**DRY CREEK ID PHASE V 2024**  
**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 DRY CREEK IRRIGATION DISTRICT, LINCOLN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: DRY CREEK IRRIGATION DISTRICT, 862 HWY 236, Afton, WY 83110.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Dry Creek ID Phase V 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of pipelines, 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 have been fully satisfied.
4. **Special Provisions.**
  - A. A sum not to exceed SEVEN HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$777,000.00) which will be a grant of not more than SEVEN HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$777,000.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
  - B. Prior to the release of any funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design, inspect, 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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, 2029, 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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

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**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**DRY CREEK IRRIGATION DISTRICT**

\_\_\_\_\_

Rollin Gardner, President

\_\_\_\_\_

Date

\_\_\_\_\_

Kyle Veigel, Board Member

\_\_\_\_\_

Date

\_\_\_\_\_

Allison Fluckiger, Secretary

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**PROJECT AGREEMENT**  
**HANOVER ID BIGHORN RIVER FLUME REPLACEMENT 2024**  
**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 Hanover Irrigation District, Washakie County existing under the laws of that state (SPONSOR), whose address is: Hanover Irrigation District address, P.O. Box 965 Worland, WY 82401.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Hanover ID Bighorn River Flume Replacement 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of water control 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 have been fully satisfied.

4. **Special Provisions.**

- A. A sum not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) which will be a grant of not more than ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
- B. Prior to the release of any funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design, inspect, 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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, 2029, and shall have settled all

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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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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

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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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_  
Name, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Secretary

\_\_\_\_\_  
Date

**HANOVER IRRIGATION DISTRICT**

\_\_\_\_\_  
Steven Snyder, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Hefenieder, Secretary

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**KIRBY DITCH ID PIPELINE PHASE II 2024**  
**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 KIRBY DITCH IRRIGATION DISTRICT, HOT SPRINGS COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: P.O. BOX 165, Thermopolis, WY 82443.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Kirby Ditch ID Pipeline Phase II 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of pipelines, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$1,882,500.00) which will be a grant of not more than ONE MILLION EIGHT HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$1,882,500.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
  - B. Prior to the release of any funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design,

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inspect, 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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

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PROJECT no later than the reversion date of July 1, 2029, 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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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.

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- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**KIRBY DITCH IRRIGATION DISTRICT**

\_\_\_\_\_  
Delbert Daniels, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dee Hillberry, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dawn Peil, Treasurer

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**PROJECT AGREEMENT  
LAPRELE DAM REHABILITATION  
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 LAPRELE IRRIGATION DISTRICT, CONVERSE COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: P. O. Box 115, Douglas, WY 82633.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the LaPrele Dam Rehabilitation (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of a new dam on LaPrele Creek, dam decommissioning, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed ONE HUNDRED TWENTY FIVE MILLION FIVE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$125,546,000.00) which will be in the form of a United States Bureau of Reclamation grant of NINETY-FIVE MILLION FIVE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$95,546,000.00) and a grant of not more than THIRTY MILLION DOLLARS (\$30,000,000.00) from water development account II or one hundred percent (100%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement.
  - B. Prior to the release of any funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.



- C. 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.
- D. 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.
- E.** 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.
- F.** 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.
- G.** 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.

**H.** 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.

**I.** 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.

- J.** 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.
- K.** One hundred percent (100%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

- P.** 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, 2032, 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.
- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



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**

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**LAPRELE IRRIGATION DISTRICT**

\_\_\_\_\_

Gary Shatto, President

\_\_\_\_\_

Date

\_\_\_\_\_

Phil Dziardziel, Vice President

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**PROJECT AGREEMENT**  
**LARAMIE DOWLIN DIVERSION REHABILITATION 2024**  
**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 City of Laramie, Albany COUNTY, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: City of Laramie 4373 N 3<sup>RD</sup> ST. address, Laramie, WY 82072.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Laramie Dowlin Diversion Rehabilitation 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of a diversion structure; 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 have been fully satisfied.
4. **Special Provisions.**
  - A. A sum not to exceed ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$1,137,500.00) which will be a grant of not more than ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$1,137,500.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
  - B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city council authorizing participation in the PROJECT and accepting the financing package.

Project Agreement  
between Wyoming Water Development Commission and City of Laramie  
Dowlin Diversion Rehabilitation

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design, inspect, 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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;

Project Agreement

between Wyoming Water Development Commission and City of Laramie

Dowlin Diversion Rehabilitation

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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 Fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering

Project Agreement

between Wyoming Water Development Commission and City of Laramie

Dowlin Diversion Rehabilitation

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, 2029, 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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:
- 1.** Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT for purposes other than the purpose defined in authorizing legislation use and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.
  - 2.** There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive fifty percent (50%) and the State of Wyoming shall receive fifty percent (50%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the

Project Agreement

between Wyoming Water Development Commission and City of Laramie

Dowlin Diversion Rehabilitation

PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

3. The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.
  
- S. 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, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**City of Laramie**

\_\_\_\_\_

Brian Harrington, Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

Nancy Bartholomew, City Clerk

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**PROJECT AGREEMENT  
LOVELL BENCH LATERAL 2024  
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 LOVELL IRRIGATION DISTRICT, Park and Big Horn Counties, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: LOVELL IRRIGATION DISTRICT, 1148 Road 18, Lovell WY 82431.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Lovell Bench Lateral 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of pipelines, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A grant not to exceed ONE MILLION FOUR HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$1,448,000.00) or one hundred percent (100%) of the materials cost for the purchase of PROJECT materials as supported by vendor invoices and approved by the COMMISSION, whichever is less, shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The SPONSOR is responsible for securing the balance of the PROJECT budget from other sources.
  - B. Prior to the release of any funds under this Agreement, the SPONSOR shall provide to the COMMISSION evidence of its ability to provide services, labor and equipment, or financing for its share of PROJECT development costs. The SPONSOR shall also provide a resolution demonstrating its intent to construct the PROJECT.

- C. The SPONSOR is responsible for hiring a professional engineering consultant, registered in Wyoming to design the improvements, to compile materials bid documents, to monitor construction activities, to provide construction management services, and to maintain an inventory of materials. The SPONSOR is responsible for the design, permit procurement, PROJECT land procurement, construction engineering, and construction of the PROJECT.
  
- D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to pay materials costs supported by vendor invoices. The SPONSOR shall be responsible to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR’S ENGINEER; 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. Requests for prior approval of necessary and reasonable materials costs shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
  
- E. 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 bids received by the SPONSOR’S ENGINEER.
  - 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 proposed by the SPONSOR to design, inspect, 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 or consulting firm personnel assigned to the PROJECT.
  8. 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.
  9. During project construction, cause the SPONSOR’S ENGINEER to provide the COMMISSION with weekly construction progress reports summarizing weekly construction activities including locations and quantities of installed materials. Weekly construction reports should be ongoing and provided to the COMMISSION within two weeks of completion of the work outlined in the progress report.
- F.** 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.
- G.** Once the plans and specifications are in acceptable form and the COMMISSION determines 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 initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- H.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its

advertisement for 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.
- I.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- J.** 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.



- K.** 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. 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.
- L.** Disbursements from the COMMISSION authorized under the terms of this Agreement shall be for the purchase of PROJECT materials supported by vendor invoices as approved by the COMMISSION. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION from other sources.
- M.** 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.
- N.** 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.
- O.** 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.
- P.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- Q.** 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, 2029, 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.

- R. 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- S. 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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**LOVELL IRRIGATION DISTRICT**

\_\_\_\_\_  
Brad Moody, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Asay, Secretary/Treasurer

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**RANCHESTER TRANSMISSION LINE 2024**  
**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 TOWN OF RANCHESTER, Sheridan County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: TOWN OF RANCHESTER, P.O. Box 695, Ranchester WY, 82839.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Ranchester Transmission Line 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of water transmission pipelines, pump stations, 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 have been fully satisfied.

4. **Special Provisions.**

- A. A sum not to exceed TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$2,465,000.00) which will be a grant of not more than TWO MILLION FOUR HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$2,465,000.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty (50%) of the PROJECT funds from other sources.
  
- B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the town council authorizing participation in the PROJECT and accepting the financing package.

Project Agreement  
between Wyoming Water Development Commission and Town of Ranchester  
Ranchester Transmission Line 2024

- C. 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 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 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.
- D. 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 bids received by the SPONSOR'S ENGINEER.
  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 proposed by the SPONSOR to design, inspect, 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 or consulting firm 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 contractor's contracts.
  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.
- E.** 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.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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, 2029, and shall have settled all

Project Agreement

between Wyoming Water Development Commission and Town of Ranchester

Ranchester Transmission Line 2024

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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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

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between Wyoming Water Development Commission and Town of Ranchester

Ranchester Transmission Line 2024

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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**TOWN OF RANCHESTER**

\_\_\_\_\_

Peter Clark, Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

Barbara Brackenn-Kepley, Clerk

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date



**PROJECT AGREEMENT**  
**WHEATLAND TANK REPLACEMENT 2024**  
**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 TOWN OF WHEATLAND, PLATTE COUNTY, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: 600 9<sup>th</sup> Street address, Wheatland, WY 82201.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Wheatland Tank Replacement 2024 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
  - A. Design and construction of a water storage tank, 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 have been fully satisfied.
  
4. **Special Provisions.**
  - A. A sum not to exceed TWO MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$2,685,500.00) which will be a grant of not more than TWO MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$2,685,500.00) or fifty percent (50%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring fifty percent (50%) of the PROJECT funds from other sources.
  
  - B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city council authorizing participation in the PROJECT and accepting the financing package.
  
  - C. Funds disbursed under the terms of this Agreement may only be used, upon  
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between Wyoming Water Development Commission and Town of Wheatland  
Wheatland Tank Replacement 2024

approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the 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 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.

**D.** 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 bids received by the SPONSOR'S ENGINEER.
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 proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The

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between Wyoming Water Development Commission and Town of Wheatland

Wheatland Tank Replacement 2024

COMMISSION may review any changes to engineering or consulting firm 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 contractor's contracts.
  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.
- E. 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.
- F. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G. Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for 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.
- H.** The SPONSOR shall not issue its advertisement for 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 SPONSOR’S ENGINEER, 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.
- I.** 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.
- J.** 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.

- K.** Fifty percent (50%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant 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 fifty percent (50%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** 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 economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** 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, 2029, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not

Project Agreement

between Wyoming Water Development Commission and Town of Wheatland

Wheatland Tank Replacement 2024

Page 5 of 10

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.

- Q.** 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 the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR 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.
- R.** 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 ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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**

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**TOWN OF WHEATLAND**

\_\_\_\_\_

Brandon Graves, Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

Candy Wright, Clerk / Treasurer

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

2024

CONSTRUCTION

PROJECT

AMENDMENTS -

ACCOUNT I, II,

& III

**AMENDMENT TWO TO PROJECT AGREEMENT  
ARAPAHOE WATER SUPPLY 2016**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and NORTHERN ARAPAHO TRIBE, Fremont County, Wyoming, a duly organized tribe existing under the laws of that state (SPONSOR), whose address is: NORTHERN ARAPAHO TRIBE, P.O. Box 396, Fort Washakie, WY 82514.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT modifying the PROJECT by extending the reversion date of unexpended PROJECT funds.

The original Project Agreement, dated October 11, 2016, was to implement the provisions of 2016 Wyo. Sess. Laws 55, authorizing the design and construction of transmission pipelines.

Amendment One, dated March 19, 2021, extending the reversion date of unexpended PROJECT funds.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**

A. Section 4.R. of the original Project Agreement is hereby amended to read as follows:

“4.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, 2026, 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.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages; Amendment One consisting of three (3) pages; and this Amendment Two, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**NORTHERN ARAPAHO TRIBE**

\_\_\_\_\_  
Lloyd Goggles, Chairman

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**AMENDMENT ONE TO PROJECT AGREEMENT  
AUSTIN-WALL RESERVOIR REHABILITATION**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and AUSTIN-WALL IRRIGATION DISTRICT, UINTA COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: AUSTIN-WALL IRRIGATION DISTRICT, 353 Eagle Lane, Lyman, WY 82937.
  
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to extend the reversion date.

The original Project Agreement, dated April 2, 2020, authorized the design, construction, and operation of the Austin-Wall Reservoir Rehabilitation (PROJECT); described the PROJECT; specified terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account II.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
  
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.R. of the original Project Agreement is hereby amended to read as follows:

“4.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, 2026, 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.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman Date \_\_\_\_\_

\_\_\_\_\_  
Secretary Date \_\_\_\_\_

**AUSTIN-WALL IRRIGATION DISTRICT**

\_\_\_\_\_  
Shawn Sims, President Date \_\_\_\_\_

\_\_\_\_\_  
Spencer Eyre, Vice President Date \_\_\_\_\_

\_\_\_\_\_  
John Eyre, Project Manager Date \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General Date \_\_\_\_\_

**AMENDMENT ONE TO PROJECT AGREEMENT  
BUFFALO WELLS AND TRANSMISSION 2019**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the CITY OF BUFFALO, JOHNSON County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: 46 North Main St, Buffalo, WY 82834.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT reversion date.

The original Project Agreement, dated April 2, 2019 (date the last person signed), authorized the design, construction, and operation of the Buffalo Wells and Transmission 2019 Project [PROJECT]; described the PROJECT; specified terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.P. of the original Project Agreement is hereby amended to read as follows:

“4.P. 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, 2026, 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.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman Date \_\_\_\_\_

\_\_\_\_\_  
Secretary Date \_\_\_\_\_

**CITY OF BUFFALO**

\_\_\_\_\_  
Shane Schrader, Mayor Date \_\_\_\_\_

\_\_\_\_\_  
Julie Silbernagel, Clerk/Treasurer Date \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General Date \_\_\_\_\_

**AMENDMENT ONE TO PROJECT AGREEMENT  
CLEARMONT WELL CONNECTION 2019**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the TOWN OF CLEARMONT, SHERIDAN County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: PO Box 127, Clearmont, WY 82835.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT reversion date.

The original Project Agreement, dated May 6, 2019, (date the last person signed), authorized the design, construction, and operation of the Clearmont Well Connection 2019 [PROJECT]; described the PROJECT; specified terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.P. of the original Project Agreement is hereby amended to read as follows:

“4.P. 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, 2026, 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.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman Date \_\_\_\_\_

\_\_\_\_\_  
Secretary Date \_\_\_\_\_

**TOWN OF CLEARMONT**

\_\_\_\_\_  
Chris Schock, Mayor Date \_\_\_\_\_

\_\_\_\_\_  
Kirstie Auzqui, Clerk/Treasurer Date \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General Date \_\_\_\_\_

**AMENDMENT ONE TO PROJECT AGREEMENT  
EDEN VALLEY IRRIGATION DISTRICT SYSTEM IMPROVEMENTS 2019**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and EDEN VALLEY IRRIGATION DISTRICT, Sweetwater County, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: 13 WY-28, Farson, WY 82932.
  
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT reversion date.

The original Project Agreement, March 26, 2019, for the design and construction of canal lining, sandtrap structure, and appurtenances necessary to make the Project function in the manner intended.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
  
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.P. of the original Project Agreement is hereby amended to read as follows:

“4.P. 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, 2026, 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.”

**5. Special Provisions.**

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. 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.
- C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

**6. General Provisions.**

- A. Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages; this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**EDEN VALLEY IRRIGATION DISTRICT**

\_\_\_\_\_

Ed Burton, President

\_\_\_\_\_

Date

\_\_\_\_\_

Brandon Long, Director

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**AMENDMENT TEN TO PROJECT AGREEMENT  
GILLETTE MADISON PIPELINE PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF GILLETTE, 201 East 5<sup>th</sup> Street, Gillette, WY 82716.
2. **Purpose of Amendment.** This Amendment shall constitute the tenth amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to modify the PROJECT by extending the reversion date of unexpended PROJECT funds.

The original Project Agreement, dated September 3, 2009, was to implement the provisions of 2009 Wyo. Sess. Laws, Ch. 103, authorizing the design, groundwater exploration and drilling, permit procurement, PROJECT land procurement, construction engineering and construction of municipal wells, transmission pipeline, and pump stations.

Amendment One, dated July 29, 2010, was to implement the provisions of 2010 Wyo. Sess. Laws, Ch. 115, modifying the PROJECT by increasing the amount of the appropriation, providing for an appropriation, and changing the conditions for disbursing funds.

Amendment Two, dated August 18, 2011, was to implement the provisions of 2011 Wyo. Sess. Laws, Ch. 61, modifying the PROJECT by increasing the amount of the appropriation, providing for an appropriation, and changing the conditions for disbursing funds.

Amendment Three, dated August 22, 2012, was to implement the provisions of 2011 Wyo. Sess. Laws, Ch. 61 and 2012 Wyo. Sess. Laws, Chs. 26 and 27, modifying the PROJECT by increasing the amount of the appropriation, providing for an appropriation, and changing the conditions for disbursing funds.

Amendment Four, dated September 17, 2013, was to implement the provisions of 2013 Wyo. Sess. Laws, Ch. 156, modifying the PROJECT by increasing the amount of the appropriation, providing for an appropriation, and changing the conditions for disbursing funds.

Amendment Five, dated April 7, 2015, was to implement the provisions of 2014 Wyo. Sess. Laws, Ch. 26, modifying the PROJECT by increasing the amount of the appropriation, providing for an appropriation, and changing the conditions for disbursing funds.

Amendment Six, dated June 4, 2015, was to implement the provisions of 2015 Wyo. Sess. Laws. Ch. 142, redirecting unobligated or unexpended Abandoned Mine Lands funding to the PROJECT, increasing the amount of the appropriation, providing for an appropriation, changing the conditions for disbursing funds, and extending the reversion date of unexpended PROJECT funds.

Amendment Seven, dated July 1, 2017, was to extend the reversion date of unexpended PROJECT funds.

Amendment Eight, dated April 21, 2020, was to extend the reversion date of unexpended PROJECT funds, and change conditions for disbursing funds.

Amendment Nine, dated June 7, 2022, was to extend the reversion date of unexpended PROJECT funds.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.U. of the original Project Agreement is hereby amended to read as follows:

“4.U. The SPONSOR agrees that it will complete the PROJECT and that it 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, 2026 and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.”

5. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, 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 SPONSOR 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.
- C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

**6. General Provisions.**

- A. Entirety of Agreement.** The original Project Agreement, consisting of nine (9) pages; Amendment One, consisting of three (3) pages; Amendment Two, consisting of three (3) pages; Amendment Three, consisting of four (4) pages; Amendment Four, consisting of four (4) pages; Amendment Five, consisting of five (5) pages; Amendment Six, consisting of five (5) pages; Amendment Seven, consisting of three (3) pages; Amendment Eight, consisting of six (6) pages, Amendment Nine, consisting of four (4) pages, and this Amendment Ten, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**CITY OF GILLETTE**

\_\_\_\_\_

Shay Lundvall, Mayor

\_\_\_\_\_

Date

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Alicia Allen, City Clerk

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**AMENDMENT ONE TO PROJECT AGREEMENT  
GOSHEN ID TUNNEL REHABILITATION 2022-CMAR**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), 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: 2912 W E St., Torrington, WY 82240.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to change the project description and increase the budget.

The original Project Agreement, dated November 16, 2023, for engineering analysis, design and pre-construction of tunnels, structures and appearances necessary to make the Project function in the manner intended.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**

- A. **PROJECT Description.** The PROJECT description as set forth in Section 2.A. of the original Project Agreement is hereby amended to read as follows:

“The PROJECT consists of the following components:

- (a) Engineering analysis, design and 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.”

- B. **PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. A sum not to exceed TWENTY-FOUR MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS (\$24,160,000.00) or forty nine percent (49%) of the total budget (SPONSOR PROJECT costs) 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 SPONSOR’s design and pre-construction costs, whichever is less until it is entirely disbursed, followed by:
2. A grant to the SPONSOR of not more than TWENTY-ONE MILLION EIGHT HUNDRED TEN THOUSAND DOLLARS (\$21,810,000.00) or one hundred percent (100%) of the SPONSOR’s project construction and construction engineering costs, whichever is less.
3. 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 SPONSOR’s design and pre-construction costs, whichever is less, for a term of twenty (20) years at an annual interest rate of four percent (4%).
4. If the COMMISSION approves and the SPONSOR elects to proceed, the SPONSOR shall, regardless of the expected cost of the PROJECT, complete the PROJECT and be responsible for all SPONSOR PROJECT costs in excess of TWENTY-FOUR MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS (\$24,160,000.00).”

C. **Disbursement Proportions.** The disbursement of funds as set forth in Section 4.L. of the original Project Agreement is hereby amended to read as follows:

“4.L. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify 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 of the requests by the COMMISSION, requests will be processed and disbursements will be delivered to a representative of the SPONSOR who is 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.



Funds described in Section 4.A.(1) shall be entirely disbursed prior to any funding described in Section 4.A.(2) being disbursed. Each disbursement of funds described in Section 4.A.(1) shall be an amount equal to sixty-seven percent (67%) of each request eligible for SPONSOR PROJECT funds. Each disbursement of funds described in Section 4.A.(2) shall be an amount equal to one-hundred percent (100%) of each request eligible for SPONSOR PROJECT costs.

Each disbursement of funds described in Section 4.A.(3) shall be an amount equal to thirty-three percent (33%) of each request eligible for SPONSOR PROJECT costs.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of twelve (12) pages; and this Amendment One, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**GOSHEN IRRIGATION DISTRICT**

\_\_\_\_\_

Shawn Booth, President

\_\_\_\_\_

Date

\_\_\_\_\_

Raymond Lynde, Vice President

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_

Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**AMENDMENT ONE TO PROJECT AGREEMENT  
HAPPY VALLEY WATER TRANSMISSION AND STORAGE 2023**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and HAPPY VALLEY WATER IMPROVEMENT AND SERVICE DISTRICT, Lincoln County, Wyoming, a duly organized improvement and service district existing under the laws of that state (SPONSOR), whose address is: 122 Happy Valley Lane, Afton, WY 83110.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, supplementing the PROJECT with additional Funds and changing the project description.

The original Project Agreement, dated April 18, 2023 authorized the design, construction, and operation of the Happy Valley Water Transmission and Storage 2023 (PROJECT); described the PROJECT; specified terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**

- A. **PROJECT Description.** The PROJECT description as set forth in Section 2 of the original Project Agreement is hereby amended to read as follows:

“The PROJECT consists of the following components:

- (a) Design and construction of water transmission pipelines, storage tanks, structures; and
- (b) Appurtenances necessary to make the PROJECT function in the manner intended.

**B. PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. A sum not to exceed THREE MILLION ONE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$3,145,650.00) 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 THREE HUNDRED EIGHT THOUSAND TWO HUNDRED DOLLARS (\$308,200.00) or sixty-seven percent (67%) of the actual development costs, whichever is less until it is entirely disbursed, followed by:
2. A grant to the SPONSOR of not more than TWO MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,837,450.00) or fifty percent (50%) of the additional funds needed to complete the PROJECT, whichever is less.

**C. Disbursement Proportions.** The disbursement of funds as set forth in Section 4.J. of the original Project Agreement is hereby amended to read as follows:

“4.J. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify 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 of the requests by the COMMISSION, requests will be processed and disbursements will be delivered to a representative of the SPONSOR who is 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.

Funds described in Section 4.A.(1) shall be entirely disbursed prior to any funding described in Section 4.A.(2) being disbursed. Each disbursement of funds described in Section 4.A.(1) shall be an amount equal to sixty-seven percent (67%) of each request eligible for PROJECT funds. Each disbursement of funds described in Section 4.A.(2) shall be an amount equal to fifty percent (50%) of each request eligible for PROJECT funds.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eleven (11) pages; and this Amendment One, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**HAPPY VALLEY WATER IMPROVEMENT AND SERVICE DISTRICT**

\_\_\_\_\_  
Mark Erickson, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eddy Clark, Vice President

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**AMENDMENT ONE TO PROJECT AGREEMENT  
INTERSTATE DIVERSION STRUCTURE REHABILITATION 2019**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the INTERSTATE IRRIGATION AND RESERVOIR IRRIGATION DISTRICT, Sweetwater County, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: SPONSOR address, City, WY ZIP.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to extend the reversion date from July 1, 2024, to July 1, 2026.

The original Project Agreement, dated June 18, 2019, was the design and construction of a replacement diversion structure and appurtenances necessary to make it function in the manner intended.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.R. of the original Project Agreement is hereby amended to read as follows:

**“4.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, 2026, 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.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

**INTERSTATE IRRIGATION AND RESERVOIR IRRIGATION DISTRICT**

\_\_\_\_\_

Randy Laughter, President

\_\_\_\_\_

Date

\_\_\_\_\_

Dana Wilkinson, Secretary

\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

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Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_

Date

**AMENDMENT THREE TO PROJECT AGREEMENT  
LANDER STORAGE TANKS AND PUMP STATION 2019 PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF LANDER, Fremont County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF LANDER, 240 Lincoln Street, Lander WY 82520.
  
2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT modifying the PROJECT by extending the reversion date of unexpended PROJECT funds.

The original Project Agreement, dated April 16, 2019, was to implement the provisions of 2019 Wyo. Sess. Laws, Ch. 55, authorizing the design of tanks, transmission pipelines and pumping facilities.

Amendment One, dated March 23, 2020, to alter the PROJECT description, and increase the amount of grant.

Amendment Two, dated March 30, 2023, modifying the PROJECT to increase the amount of the grant.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
  
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.Q. of the original Project Agreement is hereby amended to read as follows:

“4.Q. 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, 2025, 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.”

**5. Special Provisions.**

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. 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.
- C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

**6. General Provisions.**

- A. Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages; Amendment One consisting of four (4) pages; Amendment Two consisting of three (3); and this Amendment Three, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**CITY OF LANDER**

\_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**AMENDMENT FOUR TO PROJECT AGREEMENT  
LARAMIE NORTH SIDE TANK**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF LARAMIE, Albany County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF LARAMIE, P.O. Box C, Laramie, WY 82073.
2. **Purpose of Amendment.** This Amendment shall constitute the fourth amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to extend reversion date.

The original Project Agreement, dated April 19, 2016, was for the design of pumping facilities, pipelines and a storage tank.

Amendment One, dated August 1, 2017, Modified the PROJECT by altering the PROJECT Description, increasing the amount of grant, providing for an appropriation, and extending the reversion date for unexpended PROJECT funds.

Amendment Two, dated April 21, 2020, extended the reversion date for unexpended PROJECT funds.

Amendment Three, dated June 27, 2022, extended the reversion date for unexpended PROJECT funds.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
  - A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.U. of the original Project Agreement is hereby amended to read as follows:

“4.U. 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, 2025, 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.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of nine (9) pages; Amendment One consisting of three (3) pages; Amendment Two consisting of four (4) pages; Amendment Three consisting of four (4) pages; and this Amendment Four, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman Date \_\_\_\_\_

\_\_\_\_\_  
Secretary Date \_\_\_\_\_

**CITY OF LARAMIE**

\_\_\_\_\_  
Brian Harrington, Mayor Date \_\_\_\_\_

\_\_\_\_\_  
Nancy Bartholomew, City Clerk Date \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General Date \_\_\_\_\_

**AMENDMENT THREE TO PROJECT AGREEMENT  
LEAVITT RESERVOIR EXPANSION**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and SHELL VALLEY WATERSHED IMPROVEMENT DISTRICT, Big Horn County, Wyoming, a duly organized watershed improvement district existing under the laws of that state (SPONSOR), whose address is: PO BOX 346, Greybull, WY 82426.
2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to increase appropriation and extend the reversion date.

The original Project Agreement, dated February 20, 2020, was to implement the provisions of Wyo. Sess. Laws, Ch. 75, authorizing the construction of a new off-channel dam which will impound approximately six thousand six hundred (6,600) acre-feet, including water supply facilities.

Amendment One, dated April 16, 2020, effectuated 2020 Wyo. Sess. Laws, modifying the Project by altering the PROJECT description, increasing the amount of the grant and loan funding and providing for an appropriation.

Amendment Two, dated March 16, 2023, which effectuated 2023 Wyo. Sess. Laws, modifying the PROJECT to extend the reversion from July 1, 2025 to July 1, 2027 and supplement the PROJECT with funding from the Sponsor's Contingency Fund.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**
  - A. **PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. A sum not to exceed EIGHTY-EIGHT MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$88,850,000.00) 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 FIFTY-FIVE MILLION ONE HUNDRED SIXTY-NINE THOUSAND DOLLARS (\$55,169,000.00) or ninety-eight and seven hundredths percent (98.07%) of the actual development costs, whichever is less until it is entirely disbursed, followed by:
2. A grant to the SPONSOR of not more than THIRTY-ONE MILLION NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$31,965,000.00) or ninety-eight and seven hundredths percent (98.07%) of the additional funds needed to complete the PROJECT, whichever is less.
3. A loan to the SPONSOR of not more than ONE MILLION SIX HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$1,681,000.00) or one and ninety-three hundredths percent (1.93%) of the actual development costs, whichever is less, for a term of fifty (50) years at an annual interest rate of four percent (4%) until it is entirely disbursed, followed by:
4. A loan to the SPONSOR of not more than THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) or one and ninety-three hundredths percent (1.93%) of the actual funds needed to complete the PROJECT whichever is less, for a term of fifty (50) years at an annual interest rate of four percent (4%).”

C. **Disbursement Proportions.** The disbursement of funds as set forth in Section 4.M. of the original Project Agreement is hereby amended to read as follows:

“4.M. Funds described in Section 4.A.(1) shall be entirely disbursed prior to any funding described in Section 4.A.(2) being disbursed. Each disbursement of funds described in Section 4.A.(1) shall be an amount equal to ninety-eight and seven hundredths percent (98.07%) of each request eligible for PROJECT funds. Each disbursement of funds described in Section 4.A.(2) shall be an amount equal to ninety-eight and seven hundredths percent (98.07%) of each request eligible for PROJECT funds.

Funds described in Section 4.A.(3) shall be entirely disbursed prior to any funding described in Section 4.A.(4) being disbursed. Each disbursement of funds described in Section 4.A.(3) shall be an amount equal to one and ninety-three hundredths percent (1.93%) of

each request eligible for PROJECT funds. Each disbursement of funds described in Section 4.A.(4) shall be an amount equal to one and ninety-three hundredths percent (1.93%) of each request eligible for PROJECT funds.”

- D. Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.T. of the original Project Agreement is hereby amended to read as follows:

“4.T. 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, 2028, 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.”

- E. MANAGEMENT of the Completed Project.** Section 4.V. of the original Project Agreement is hereby amended to read as follows:

“4.V. The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:

1. Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive one and ninety-three hundredths percent (1.93%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT for purposes other than the purpose defined in authorizing legislation use and the State of Wyoming shall receive ninety-eight and seven hundredths percent (98.07%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

2. There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive one and ninety-three hundredths percent (1.93%) and the State of Wyoming shall receive ninety-eight and seven hundredths percent (98.07%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.
3. The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of nine (9) pages; Amendment One consisting of four (4) pages; Amendment Two consisting of five (5) pages; and this Amendment Three, consisting of five (5) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**SHELL VALLEY WATERSHED IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Jon Ed Anderson, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawrence Griffin, Secretary

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**AMENDMENT TWO TO PROJECT AGREEMENT  
OWL CREEK IRRIGATION DISTRICT SYSTEM IMPROVEMENTS 2022**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and OWL CREEK IRRIGATION DISTRICT, Hot Springs County, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: OWL CREEK IRRIGATION DISTRICT, PO BOX 509, Thermopolis, WY 82443.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to extend the reversion date from July 1, 2027 to July 1, 2028.

The original Project Agreement, dated July 14, 2022, authorized the design, construction, and operation of the Owl Creek Irrigation District System Improvements (PROJECT); described the PROJECT; specified terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account II.

Amendment One, dated February 8, 2024, supplemented the PROJECT with funding from the Sponsor's Contingency Fund.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**

- A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.R. of the original Project Agreement is hereby amended to read as follows:

“4.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, 2028, 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.”

**5. Special Provisions.**

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. 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.
- C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

**6. General Provisions.**

- A. Entirety of Agreement.** The original Project Agreement, consisting of eleven (11) pages; Amendment One , consisting of five (5) pages, the Second Promissory Note dated February 8, 2024, consisting of two (2) pages, the Second Security Agreement dated February 8, 2024, consisting of four (4) pages; and this Amendment Two, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**OWL CREEK IRRIGATION DISTRICT**

\_\_\_\_\_  
Matt Brown, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Lake, Vice-Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Ward, Secretary/Treasurer

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

**AMENDMENT ONE TO PROJECT AGREEMENT  
SHERIDAN NORTHEAST TRANSMISSION MAIN EXTENSION 2023**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF SHERIDAN, SHERIDAN County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF SHERIDAN, P.O. Box 848, Sheridan, WY 82801.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to change the project description and increase the budget.

The original Project Agreement, dated May 18, 2023, the purpose of the original Agreement was to authorize the design and pre-construction of water transmission pipelines; describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.**

- A. **PROJECT Description.** The PROJECT description as set forth in Section 2 of the original Project Agreement is hereby amended to read as follows:

“The PROJECT consists of the following components:

- (a) Design and construction of water transmission pipelines; and
- (b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications when prepared by an engineering or consulting firm selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.”

- B. **PROJECT Loan and Grant.** Section 4.A. of the original Project Agreement is hereby amended to read as follows:

Amendment One To Project Agreement  
between Wyoming Water Development Commission and City of Sheridan  
Sheridan Northeast Transmission Main Extension 2023



- “4.A. A sum not to exceed ONE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND SIXTY DOLLARS (\$1,968,060.00) 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 TWO HUNDRED THIRTEEN THOUSAND SIXTY DOLLARS (\$213,060.00) or sixty-seven percent (67%) of the actual development costs, whichever is less until it is entirely disbursed, followed by:
  2. A grant to the SPONSOR of not more than ONE MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$1,755,000.00) or fifty percent (50%) of the additional funds needed to complete the PROJECT, whichever is less.
  3. If the COMMISSION approves and the SPONSOR elects to proceed, the SPONSOR shall, regardless of the expected cost of the PROJECT, complete the PROJECT and be responsible for all actual PROJECT costs in excess of ONE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND SIXTY DOLLARS (\$1,968,060.00).”

**C. Disbursement Proportions.** Section 4.J. of the original Project Agreement is hereby amended to read as follows:

- “4.J. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify 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 of the requests by the COMMISSION, requests will be processed and disbursements will be delivered to a representative of the SPONSOR who is 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.

Funds described in Section 4.A.(1) shall be entirely disbursed prior to any funding described in Section 4.A.(2) being disbursed. Each disbursement of funds described in Section 4.A.(1) shall be an amount equal to sixty-seven percent (67%) of each request eligible for PROJECT funds. Each disbursement of funds described in

Section 4.A.(2) shall be an amount equal to fifty percent (50%) of each request eligible for PROJECT funds.]”

**D. MANAGEMENT of the Completed Project.** Section 4.Q. of the original Project Agreement is hereby amended to read as follows:

“**4.Q.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:

1. Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive forty-eight and six tenths percent (48.6%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT for purposes other than the purpose defined in authorizing legislation use and the State of Wyoming shall receive fifty-one and four tenths percent (51.4%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

2. There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive forty-eight and six tenths percent (48.6%) and the State of Wyoming shall receive fifty-one and four tenths percent (51.4%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

3. The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. **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.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eleven (11) pages; and this Amendment One, consisting of five (5) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman Date \_\_\_\_\_

\_\_\_\_\_  
Secretary Date \_\_\_\_\_

**CITY OF SHERIDAN**

\_\_\_\_\_  
Richard Bridger, Mayor Date \_\_\_\_\_

\_\_\_\_\_  
Danial Roberts, Utilities Director Date \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General Date \_\_\_\_\_

**AMENDMENT ONE TO PROJECT AGREEMENT  
WIND RIVER INTER-TRIBAL COUNCIL REHABILITATION 2019 PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the BUSINESS COUNCIL OF THE EASTERN SHOSHONE INDIAN TRIBE AND BUSINESS COUNCIL OF THE NORTHERN ARAPAHO INDIAN TRIBE, Fremont County, Wyoming, duly organized tribes existing under the laws of that state (SPONSOR), whose address are: Business Council of the Eastern Shoshone Indian Tribe, P.O. Box 538, Fort Washakie, WY 82514, and Business Council of the Northern Arapaho, P.O. Box 396, Fort Washakie, WY 82514.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2024 Wyo. Sess. Laws, modifying the PROJECT to extend the reversion date.

The original Project Agreement, dated April 2, 2019, for the design and construction of canal laterals, and control structures.

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 this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.R. of the original Project Agreement is hereby amended to read as follows:

“4.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, 2025, 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.”

**5. Special Provisions.**

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to, sovereign immunity, shall remain unchanged and in full force and effect.
- B. 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.
- C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

**6. General Provisions.**

- A. Entirety of Agreement.** The original Project Agreement, consisting of nine (9) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

7. **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.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**BUSINESS COUNCIL OF THE EASTERN SHOSHONE INDIAN TRIBE AND  
BUSINESS COUNCIL OF THE NORTHERN ARAPAHO INDIAN TRIBE**

\_\_\_\_\_  
John St. Clair, Chairman of the Business Council of the  
Eastern Shoshone Tribe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lloyd Goggles, Chairman of the Business Council of the  
Northern Arapaho Tribe

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Pope,  
Senior Assistant Attorney General

\_\_\_\_\_  
Date

CONSTRUCTION  
PROJECT  
CLOSEOUT  
MEMOS





**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT**



**PROJECT:** Cody Canal 2019 Rehab

**SPONSOR:** Cody Canal Irrigation District

**PROJECT DESCRIPTION:** The project converted the Buchanan lateral from open ditch to pipe. The original project included the Frost lateral, but that portion was dropped and the funds for that portion are reverted. Materials only.

**WWDC MANAGER:** Jeffrey B. Kaiser

**FUNDING**

WWDC Appropriation:	\$ 344,000.00	WWDC Account:	Account II
WWDC Grant Amount:	\$ 344,000.00	Session Law:	2019
WWDC Loan Amount:	\$ -	Reversion Date:	2024
WWDC reimburses Sponsor for 100% of invoiced materials costs only			
Sponsor is responsible for project Labor, Equipment and Engineering			
<b><u>Total Project Budget:</u></b>	<b>\$ 344,000.00</b>		

**ENGINEERING**

Engineer: Engineering Associates		Agreement Date:	N/A
Design Fee:	N/A		
Construction Fee:	<u>N/A</u>		
Total Fee:	\$ -		

**CONSTRUCTION**

Bid Opening Date:	Oct-15-2019	Number of Bids:	4
Low Bidder:	Ferguson Waterworks	Range of Bids:	\$65.3K to \$75.4K
Engineer's Estimate:	\$ 84,618.00	Agreement Date:	N/A
Contractor Amount:	\$ 75,869.50	Construction Time:	N/A

**MISCELLANEOUS COSTS** (Easements, Permits, Title Of Opinion, Title Search etc.)

Misc. Costs	\$ -
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**PROJECT CLOSEOUT**

Final Project Cost:	\$ 75,869.50	Date:	Apr-13-2020
WWDC Funding Share:	\$ 75,869.50		
Other Funding Sources:			
WWDC Reverted Funding:	\$ 268,130.50		

**PROJECT STATUS**

This project is completed and closed out. The Frost Lateral was not completed.



**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT**



**PROJECT:** Eden Valley Irrigation District Farson Lateral 2020      **SPONSOR:** Eden Valley Irrigation District

**PROJECT DESCRIPTION:** Design and construction of transmission pipeline and appurtenances necessary to make the project function in the manner intended

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$ 2,262,000.00	60.0%	WWDC Account:	II
WWDC Grant Amount:	\$ 2,262,000.00	60.0%	Session Law:	2020
WWDC Loan Amount:	\$ -	0.0%	Reversion Date:	2025

Funding Source #2:	BOR (WEEG) Water Energy Efficiency Grant			
Amount:	\$ 1,508,000.00	40.0%		

Total Project Budget:	\$ 3,770,000.00	100.0%		
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**ENGINEERING**

Engineer:	JUB Engineering Inc	Agreement Date:	May-01-2020
Design Fee:	\$ 82,381.62		
Construction Fee:	\$ 82,381.63		
Total Fee:	\$ 164,763.25		

**CONSTRUCTION**

Bid Opening Date:	May-13-2022	Number of Bids:	4
Low Bidder:	Searle Bros Const.	Range of Bids:	\$2.8 -\$3.25 Mil
Engineer's Estimate:	\$2.6 Million	Agreement Date:	May-23-2022
Contractor Amount:	\$ 2,798,871.51	Construction Time:	543 Days

**MISCELLANEOUS COSTS** (Easements, Permits, Title Of Opinion, Title Search etc.)

Misc. Costs	\$ 5,000.00
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**PROJECT CLOSEOUT**

Final Project Cost:	\$ 2,968,634.76	Date:	01/09/2024
WWDC Funding Share:	\$ 1,781,798.26		
Other Funding Sources:	\$ 1,187,865.50		
WWDC Reverted Funding:	\$ 480,201.74		

**PROJECT STATUS**

This project is completed and closed out.

FUTURE  
MEETINGS  
SCHEDULE

