

**Wyoming Water Development Commission & Select Water Committee  
Workshop & Meeting  
WWDO Conference Room  
6920 Yellowtail Road  
Cheyenne, WY  
June 8-9, 2017**

Audio only link can be found on our website: <http://wwdc.state.wy.us/>

**Workshop Agenda: Thursday, June 8, 2017 1:30 p.m.:**

- 1. Call to Order**
- 2. Platte River Recovery Implementation Program – Harry LaBonde**
- 3. 2017 Handbook – Wyoming Water Development Program**
- 4. Public Purpose Investments Report – Update (A)**
- 5. Open Meetings Law – Daniel Solish, Assistant Attorney General**

**Meeting Agenda: Friday, June 9, 2017 8:30 a.m.:**

- 1. Call to Order**
- 2. Recognition of Members present to establish quorum**
- 3. Approval of Agenda**
- 4. Approval of Minutes (B)**
  - WWDC May 5, 2017 – Meeting Minutes
  - SWC March 16, 2017 – Meeting Minutes
- 5. Audience Introductions**
- 6. Approval of Consultant Selection (C)**
  - Alkali Creek Reservoir Final Design, Level II
  - Leavitt Reservoir Expansion Final Design, Level II
- 7. Closeout Memos (D)**
  - Centennial Well & Master Plan, Level I
  - Weather Modification – Laramie Range Siting and Design Study

**8. Planning Amendments (E)**

- Hanover Irrigation District Master Plan, Level I, Amendment No. 1
- Little Snake Supplemental Storage Level II Study, Amendment No. 5

**9. New Planning Contracts:**

- Beaver Creek Watershed Study, Level I (F)
- Big Horn Regional Southern Water Supply Study, Level II (G)
- Big Wind River Storage Study, Phase II, Level II (H)
- Bitter Creek/E. Flaming Gorge Watershed Study, Level I (I)
- Buffalo Groundwater Supply Study, Level II (J)
- Cody Canal Laterals Study, Level II (K)
- Douglas Test Well Study, Level II (L)
- Greybull River Watershed Study, Level I (M)
- GR-RS-SC JPWB Wind River Zone Study, Level II (Mc)
- Hog Island Water Master Plan Study, Level I (N)
- Kirby Ditch Rehabilitation Study, Level II (O)
- LaPrele Irrigation District Master Plan Study, Level I (P)
- Little Wind River Storage Study, Phase II, Level II (Q)
- Niobrara/Lower North Platte Rivers Watershed Study, Level I (R)
- Rolling Hills Groundwater Supply Study, Level II (S)
- Sunlight Basin Instream Flows Study, Level I (T)
- Wheatland Irrigation District Tunnel Dam Rehabilitation Study, Level II (U)

**10. New Construction Contracts**

- **Account I – 2017 Construction Project & Well Purchase Agreements (V)**
  - High Meadow Ranch Well, Tank & Pipeline 2017
  - High Meadows Ranch Well Purchase
  - Broken Wheel Ranch Water Supply 2017
  - Cody Tank 2017
  - Cowley Tank 2017
  - Gillette Regional Extensions 2017
  - Glenrock Transmission Pipeline 2017
  - Opal Well Improvements 2017
  - Pineview Tank & Booster Pump 2017
  - Pioneer Transmission Pipeline 2017
  - Thayne Tank 2017
  - Wheatland Wells 2017
- **Account II – 2017 Construction Project Agreements (W)**
  - Casper CY Booster Station Replacement 2017
  - Thermopolis Pipeline Replacement 2017
  - Dry Creek ID Pipeline Replacement 2017
  - LeClair Irrigation District Rehabilitation 2017
  - Deaver Irrigation District Flume Replacement/Laterals 2017
  - Goshen Irrigation District Rehabilitation 2017
  - Heart Mountain ID Rehabilitation 2017
  - Midvale Pilot 27.0A Lateral 2017

- Shoshone Irrigation District Rehabilitation 2017
- Sidon Irrigation District Rehabilitation 2017
- **2017 Construction Project Amendments (XYZ)**
  - Dull Knife Reservoir Spillway Rehabilitation
  - Gillette Regional Extensions – Phase II
  - GR/RS/SC Raw Water Reservoir
  - Laramie North Side Tank
  - Riverton Water Supply
  - Willwood Dam Rehabilitation
  - Gillette Madison Pipeline Project

**11. Wright Water & Sewer District – Water Sales Amendment (AA)**

**12. Big Horn Canal Underway Project - Sponsor’s Contingency Fund (BB)**

**13. UW Water Research Program (CC)**

- Consideration of the 2018 RFP for the UW Water Research Program

**14. Construction Project Progress Report (DD)**

- Lower Nowood Rural Water Supply

**15. Consideration and Ranking of Colorado River Basin MOA Applications (EE)**

**16. Intended Use Plan (IUP) – Drinking Water State Revolving Fund (DWSRF) – SWC**

- (Select Water Review and Recommendation) (FF)

**17. Lake DeSmet Feasibility Study – currently tabled**

**18. Discussion**

- Proposed time extension for review, vetting and funding of Level I planning studies including watershed studies – Commissioner Bettas
- Rules revision – public comments received and schedule
- Operating Criteria revision – public comments received and schedule
- Small Water Projects Operating Criteria – schedule for public comment period (GG)
- Middle Piney Reservoir Special Use Permit
- Gillette Madison Pipeline – Celebration of Partnership

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

- August 23-25, 2017 – Green River, WY – Summer Tour & Meeting (WWDC/SWC)
  - Hotel Reservations and Information

**WYOMING WATER DEVELOPMENT COMMISSION**  
**COMMISSIONERS**

March 2017

Nick Bettas (D) (3/1/19) 1328 Uinta Drive Kemmerer, WY 83101 (H) 877-3402 (C) 679-4494	Water Division IV
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# WYOMING WATER DEVELOPMENT COMMISSION

## COMMISSIONERS

Nick Bettas, Vice-Chairman	Water Division IV
Karen Budd-Falen	Member-at-Large
David Evans, Deputy Secretary	Water Division I
Gerald Geis	Water Division III
Clinton W. Glick, Secretary	Wind River Indian Reservation
Kellen Lancaster	Water Division IV
Sheridan Little, Chairman	Water Division II
Jeanette Sekan	Water Division III
Larry Suchor	Water Division II
Rodney Wagner	Water Division I

## STAFF

Harry LaBonde	Director
Andrea Odell	Administrative/Fiscal Manager
Janet Belmonte	Accountant
Nancy Casner	Office Support Specialist

Barry Lawrence	Deputy Director – Planning
Kevin Boyce	Project Manager
Jeni Cederle	Project Manager
Keith Clarey	Project Manager
Dave Myer	Project Manager
Jodie Pavlica	Project Manager
Katie Talbott	Outreach Coordinator
Chace Tavelli	Project Manager

Jodee Pring	Supervisor-River Basin Planning
Peter Gill	Project Manager

Jason Mead	Deputy Director – Dams & Reservoirs
Andrew Linch	Project Manager
Tony Rutherford	Project Manager
Brian Smith	High Savery Dam Technician

Bryan Clerkin	Deputy Director – Construction
Dale Anderson	Project Manager
Bill Brewer	Project Manager
Keith Brookshire	Project Manager
Keenan Hendon	Project Manager
Wade Verplancke	Project Manager
Ken Mitchell	Project Manager

## ADVISORS

Daniel Solish	Attorney General's Office
Pat Tyrrell	State Engineer
Greg Kerr	University of Wyoming
Shawn Reese	Wyoming Business Council

**SELECT WATER COMMITTEE  
REVISED 3/27/17**

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WYOMING LEGISLATIVE SERVICE OFFICE  
MATT OBRECHT, *Director*

RECEIVED

MAY 17 2017

WY WATER DEVELOPMENT OFFICE

May 15, 2017

Harry LaBonde, Director  
Wyoming Water Development Office  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

Subject: Follow-up and Update for August 2015 Evaluation

Dear Director LaBonde,

During its July 2015 meeting, the Management Audit Committee (Committee) discussed and voted to release its evaluation titled *Wyoming Public Purpose Investments*, on August 7, 2015. The full evaluation can be found at the following link.

<http://legisweb.state.wy.us/progeval/REPORTS/2015/PPIevaluation8-7-2015.pdf>

The Committee is ready to complete the evaluation cycle of this topic and requests the Wyoming Water Development Office provide a follow-up and update on actions taken related to the findings and recommendations in the 2015 report. The Committee will review and discuss the follow-up at its July 12-13, 2017 meeting, where your presence is requested.

#### Evaluation Authority

Wyoming statute authorize the Legislative Service Office (LSO) to conduct program evaluations, performance audits, and analysis of policy alternatives. As part of these activities, statute also notes that the Committee should conduct post-evaluation review of programs to verify what changes were made as a result of the evaluation or those changes that may still be required.

#### Follow-up and Update Focus

The follow-up report will focus on the progress that has been made on the recommendations in the 2015 report. The LSO will summarize the relevant legislative changes, if any, which have occurred since the evaluation. However, your Office is requested to provide updated feedback to the Committee on what has been accomplished to address the 2015 report findings and recommendations directed to the Wyoming Water Development Office.

In order to assist you, we have developed a format for you to use to structure your response. On the following pages, **please complete the sections noted for the “2017 Follow-up Response” and provide any additional responses to supplementary questions provided at the end.** You may copy this template to another document so that you can address the response on your

agency's letterhead. Please provide your written response and any supplementary information by **5:00 pm, Friday June 16, 2017**.

We look forward to working with you on this project. If you have any questions, please contact Elizabeth Martineau or me at 777-7881.

Respectfully,



Michael Swank  
Program Evaluation Manager

Cc: Matt Mead, Governor  
Elizabeth Martineau, Associate Program Evaluator, LSO



- A. Please provide the most current actions taken, continuing concerns, and overall update as to the progress of the Wyoming Water Development Office to consider and/or implement the recommendations from the August 7, 2015 evaluation report. Also included are the formal agency responses to each recommendation from the original report.

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**Recommendation 6.1.** The WWDO and the OSLI should study the areas in which both agencies provide services and program administration related to small water development and hydro-power development projects.

*Original 2015 Agency Response: Agree subject to the following comments. While the WWDO does not take exception to this recommendation, we do not believe that duplication of efforts between the two agencies or programs is taking place. That being said, the WWDO would be happy to conduct the study with the OSLI to determine potential areas of overlap (if any) and how to achieve improved coordination between the agencies.*

- *Small Water Development*

- *The WWDC Small Water Project Program is designed to provide 50% grants up to a maximum of \$35,000 to qualifying projects to improve or develop new water sources. The source of these funds is Water Development Accounts I and II. Typical projects include stock wells, stock ponds, stock pipelines and tanks, and riparian zone improvements. The overall goal is to improve watershed health.*
- *The OSLI Water Development Projects Program is a loan assistance program that will fund 33-1/3% of water development projects for agricultural, recreation or municipal purposes. The source of funds is permanent funds of Wyoming. The overall goal is water development.*

- *Hydro-power Development*

- *The WWDC will fund Level II feasibility studies for proposed hydro-power projects. The source of funding is Water Development Accounts I and II. The intent of these studies is to provide the project sponsor (irrigation district or municipality) with a realistic assessment of whether the project is cost effective.*
- *The OSLI will provide loans to design and construct feasibility hydro-power projects for municipalities, irrigation districts or special districts. Loans may be made up to a maximum of \$10,000,000 and the source of funding is from permanent funds of the state. I am not aware of any loans being made under this program primarily due to the project economics. It is difficult for small hydro-power projects to be cost effective when the purchasing price for new power generation is set at the avoided cost by power companies.*

2016 Update:

At the September 12, 2016 Management Audit Committee meeting, the Wyoming Water Development Office stated that it worked with the Office of State Lands and Investments to draft white papers on the water programs. The agencies concluded that there is no duplication of program purpose and operations.

2017 Follow-up Response:

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- B. In addition to the specific recommendations above, please provide written response to the following supplemental questions:

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1. Please provide any additional explanation on any issues the Wyoming Water Development Office believes the Legislature should consider about Wyoming public purpose investments into the future.

2017 Follow-up Response:

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**Wyoming Water Development Commission Meeting**  
**Water Development Office, 6920 Yellowtail Rd.**  
**Cheyenne, Wyoming**  
**May 5, 2017**

1. Chairman Sheridan Little called the meeting to order at 8:34am.

2. Roll Call

Commission attendance:

Sheridan Little, Chairman

Nick Bettas, Vice-Chairman

Rodney Wagner

Karen Budd-Falen

Larry Suchor

Clinton Glick

Gerald Geis

Kellen Lancaster

Jeanette Sekan

David Evans – absent

Advisors in Attendance:

Daniel Solish, Attorney General's Office

3. **Approval of Agenda**

Director LaBonde requested including discussion on equitable distribution between items #7 and #8. Jeanette Sekan made a motion to amend the agenda, Larry Suchor seconded the motion; the motion carried unanimously.

4. **Approval of Minutes**

Rod Wagner made a motion to approve the minutes of the March 2-3, 2017 workshop and meeting. Gerry Geis seconded the motion; the motion carried unanimously.

5. **Audience Introductions**

6. **Closeout Memos**

- *Broken Wheel Ranch Master Plan, Level I Study*

Keith Clarey, Project Manager, provided a brief summary of the project findings. The closeout memo recommends acceptance of the Broken Wheel Ranch Master Plan, Level I Study project report as being complete and further, makes the following findings relative to this project:

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

Based on the findings in the final report, the project is determined to be in the public interest.

The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.

Gerry Geis made a motion to accept the closeout memo, Kellen Lancaster seconded the motion; the motion carried unanimously.

- *Cottonwood Grass Creek Storage LII Phil*

Jason Mead, Project Manager, provided a brief summary of the project findings. The closeout memo recommends acceptance of the Cottonwood/Grass Creek Storage project as complete and further, makes the following findings relative to this project:

That the Commission recommend terminating further consideration of the Cottonwood/Grass Creek Storage project.

Gerry Geis made a motion to accept the closeout memo, Rod Wagner seconded the motion; the motion carried unanimously.

- *GR-RS-SC-JPWB Pipeline Feasibility Study*

Keith Clarey, Project Manager, provided a brief summary of the project findings. The closeout memo recommends acceptance of the Green River – Rock Springs – Sweetwater County – Joint Powers Water Board Pipeline Feasibility Study, Level II project report as being complete and further, makes the following findings relative to this project:

That the Commission recommends proceeding to Level III of project development for the remaining eligible proposed construction projects upon the submittal of an appropriate funding application by the sponsor.

Based on the findings in the final report, the project is determined to be in the public interest.

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The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.

Gerry Geis made a motion to accept the closeout memo, Larry Suchor seconded the motion; the motion carried unanimously.

- Viva Naughton Enlargement Study

Jason Mead, Project Manager, provided a brief summary of the project findings. The closeout memo recommends acceptance of the Viva Naughton Enlargement Study as complete and further, makes the following findings relative to this project:

That the Commission recommend terminating further consideration of the Viva Naughton Enlargement project.

Rod Wagner made a motion to accept the closeout memo, Kellen Lancaster seconded the motion; the motion carried unanimously.

## 7. Planning Amendments

- Buckskin Extension Master Plan/Gillette Regional, Level II Study, Amendment No. 1

An interim amendment to the engineering contract with Woodard & Curran, Inc., formerly TREC, Inc., was presented. The amendment serves to acknowledge the acquisition of TREC, Inc., by Woodard & Curran, Inc. The Contract amount and expiration date are not changed by this Amendment.

- Grace Lane Extension Master Plan/Gillette Regional, Level II Study, Amendment No. 1

An interim amendment to the engineering contract with Woodard & Curran, Inc., formerly TREC, Inc., was presented. The amendment serves to acknowledge the acquisition of TREC, Inc., by Woodard & Curran, Inc. The Contract amount and expiration date are not changed by this Amendment.

- Manderson Water Master Plan, Level I Study, Amendment No. 1

An interim amendment to the engineering contract with Woodard & Curran, Inc., formerly TREC, Inc., was presented. The amendment serves to acknowledge the acquisition of TREC, Inc., by Woodard & Curran, Inc. The Contract amount and expiration date are not changed by this Amendment.

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- *Bureau of Reclamation Technical Service Agreement, Amendment No. 1*  
The purpose of Amendment No. 1 to the Agreement is to add the Lyman Project (Meeks Cabin and Stateline Reservoirs) and Seedskaadee Project (Fontenelle Reservoir) into the original Agreement language which previously only included the Eden Project (Big Sandy and Eden Reservoirs). This aligns with the WWDC's study of each of the above mentioned reservoirs and anticipated involvement of Reclamation in further analysis. Amending the original Agreement between Reclamation and the WWDC is a result of Reclamation's efforts to reduce paperwork and the need for separate contracts for each Reclamation project in Wyoming. This Technical Service Agreement has no scope of work or dollar amount associated with it. It is purely a framework upon which future Reclamation Task Orders can be executed which would define a specific project, scope of work, and budgets. Similar Task Orders have been executed between Reclamation and WWDC for the enlargement of Big Sandy Reservoir.
  - *High Savery Mitigation Monitoring, Amendment No. 7*  
An interim amendment to the engineering contract with Western EcoSystems Technology, Inc., was presented. The amendment serves to a) increase the total Contract dollar amount by two thousand, seven hundred dollars (\$2,700.00) to ninety-four thousand, eight hundred forty dollars (\$94,840.00) to complete one more year of wetland monitoring; and b) extend the term of the Contract through October 31, 2018.

Gerry Geis made a motion to approve the above presented planning amendments. Nick Bettas seconded the motion; the motion carried unanimously.

## **8. Equitable Distribution Memo**

Director LaBonde prepared a memo reviewing W.S. 9-2-1031(a), "equitable distribution of contracts among qualified firms". Director LaBonde presented the selection results in terms of numbers of projects per firm. Eight firms were selected for one project only. Three firms were selected for two (2) projects and one firm was selected for three (3) projects. Discussion followed.

## **9. Approval of Consultant Selection**

- *Beaver Creek Watershed Study, Level I Project*  
Karen Budd-Falen made a motion that the Director be instructed to begin negotiations for consulting services on the Beaver Creek Watershed Study, Level I Project in accordance with the following ranking of the firms interviewed.

- 
1. Olsson Associates
  2. RESPEC
  3. Norwest Corporation

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *Inquire as to whether Olsson can meet the lower bid price initially proposed by Respec, including “orphan piece in the Cheyenne River Watershed”, if not proceed with contract.*  
(\*Due to equitable distribution discussion, Olsson became the #1 choice and Respec, the #2 as they were initially awarded 3 projects\*\*)

The motion was seconded by Nick Bettas. The motion carried unanimously.

- Big Horn Regional Southern Water Supply, Level II Project

Nick Bettas made a motion that the Director be instructed to begin negotiations for consulting services on the Big Horn Regional Southern Water Supply, Level II Project in accordance with the following ranking of the firms interviewed:

1. DOWL
2. Morrison-Maierle
3. James Gores & Associates

Further, Nick Bettas proposed a scope alternate: *Review the feasibility and update the cost estimates for Alternatives #3 and #4 in the Big Horn Basin/Big Horn Regional Ground Water Level II Study Volume II – 2011 Report.*

The motion was seconded by Gerry Geis. The motion carried unanimously.

- Big Wind River Storage, Level II, Phase II Project

Clinton Glick made a motion that the Director be instructed to begin negotiations for consulting services on the Big Wind River Storage, Level II, Phase II Project in accordance with the following ranking of the firms interviewed:

1. HDR
2. AECOM
3. WWC Engineering

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *Accept the scope alteration for cost savings associated with the successful execution of a contract for services to complete the Little Wind River Storage, Level II, Phase II Project. Further, that the cost savings from each task budget be re-distributed to the discretionary task budget.*

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Larry Suchor seconded the motion. The motion carried unanimously.

- *Bitter Creek/East Flaming Gorge Watershed Study, Level I Project*

Rodney Wagner made a motion that the Director be instructed to begin negotiations for consulting services on the Bitter Creek/Flaming Gorge Watershed Study, Level I Project in accordance with the following ranking of the firms interviewed:

1. Anderson Consulting Engineers
2. Sunrise Engineering
3. Forsgren Associates

Kellen Lancaster seconded the motion; the motion carried unanimously.

- *Buffalo Groundwater Supply, Level II Project*

Larry Suchor made a motion that the Director be instructed to begin negotiations for consulting services on the Buffalo Groundwater Supply, Level II Project in accordance with the following ranking of the firms interviewed:

1. Wyoming Groundwater
2. RESPEC
3. Wester-Wetstein

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *Decline proposed scope alteration.*

Gerry Geis seconded the motion; the motion carried unanimously.

- *Cody Canal Laterals, Level II Project*

Clinton Glick made a motion that the Director be instructed to begin negotiations for consulting services on the Cody Canal Laterals, Level II Project in accordance with the following ranking of the firms interviewed:

1. Sage Civil Engineering
2. Engineering Associates
3. Morrison-Maierle

Kellen Lancaster seconded the motion; the motion carried unanimously.

- *Douglas Test Well, Level II Project*

Rodney Wagner made a motion that the Director be instructed to begin negotiations for consulting services on the Douglas Test Well, Level II Project in accordance with the following ranking of the firms interviewed:

1. Weston Engineering
2. Wester-Wetstein



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### 3. Woodard-Curran

Kellen Lancaster seconded the motion; the motion carried unanimously.

- Greybull River Watershed Study

Jeanette Sekan made a motion that the Director be instructed to begin negotiations for consulting services on the Greybull River Watershed Study Project in accordance with the following ranking of the firms interviewed:

1. Woodard & Curran
2. Confluence
3. Lowham Walsh

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *1. Clarify language in the Contract Scope that the Consultant deliver a user-friendly product or mechanism that summarizes and facilitates individual project applications to the WWDC Small Water Project Program and/or any other relevant funding agencies. 2. Specify in the Contract Scope that the Consultant focus and emphasize efforts in Task 5, Management and Rehabilitation Plan, particularly with respect to development of the Plan and a clear identification of projects for the WWDC Small Water Project Program and other external funding options.*

Kellen Lancaster seconded the motion; the motion carried unanimously.

- Green River/Rock Springs/Sweetwater County Joint Powers Water Board Wind River Zone, Level II Project

Kellen Lancaster made a motion that the Director be instructed to begin negotiations for consulting serviced on the Green River/Rock Springs/Sweetwater County Joint Powers Water Board Wind River Zone, Level II Project in accordance with the following rankings of the firms interviewed:

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

Nick Bettas seconded the motion; the motion carried unanimously.

- Hog Island Water Master Plan, Level I Project

Kellen Lancaster made a motion that the Director be instructed to begin negotiations for consulting services on the Hog Island Water Master Plan, Level I Project in accordance with the following ranking of the firms interviewed:

1. Y2 Consultants
2. Jorgensen

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### 3. Nelson Engineering

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *1. The WWDO shall negotiate based on the base price proposal only of \$99,550.00 with no well drilling alternative.*

Rodney Wagner seconded the motion; the motion carried unanimously.

- *Kirby Ditch Rehabilitation, Level II Project*

Jeanette Sekan made a motion that the Director be instructed to begin negotiations for consulting services on the Kirby Ditch Rehabilitation, Level II Project in accordance with the following ranking of the firms interviewed:

1. Sage Civil Engineering
2. James Gores Associates
3. JUB

Kellen Lancaster seconded the motion; the motion carried unanimously.

- *LaPrele Irrigation District Master Plan, Level I Project*

Karen Budd-Falen made a motion that the Director be instructed to begin negotiations for consulting services on the LaPrele Irrigation District Master Plan, Level I Project in accordance with the following ranking of the firms interviewed:

1. RESPEC
2. Western Heritage
3. 609 Consulting

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *1. The corrected total contract cost is \$181,700.00.*

Rodney Wagner seconded the motion; the motion carried unanimously.

- *Little Wind River Storage, Level II, Phase II Project*

Clinton Glick made a motion that the Director be instructed to begin negotiations for consulting services on the Little Wind River Storage, Level II, Phase II Project in accordance with the following ranking of the firms interviewed:

1. HDR
2. AECOM
3. WWC Engineering

Further, the Selection Committee offers the following suggestions to the Director during the negotiations: *1. Accept the scope alteration for cost saving s*

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*associated with the successful execution of a contract for services to complete the Big Wind River Storage, Level II, Phase II Project. 2. Further, that the cost savings from each task budget be re-distributed to the discretionary task budget.*

Kellen Lancaster seconded the motion; the motion carried unanimously.

- *Niobrara/Lower North Platte Rivers Watershed Study, Level I*

Nick Bettas made a motion that the Director be instructed to begin negotiations for consulting services on the Niobrara/Lower North Platte Rivers Watershed Study, Level I Project in accordance with the following ranking of the firms interviewed:

1. RESPEC
2. Olsson Associates
3. Woodard & Curran

Rodney Wagner seconded the motion; the motion carried unanimously.

- *Rolling Hills Groundwater Supply, Level II Study Project*

Nick Bettas made a motion that the Director be instructed to begin negotiations for consulting services on the Rolling Hills Groundwater Supply, Level II Study Project in accordance with the following ranking of the firms interviewed:

1. Weston Engineering, Inc

Gerry Geis seconded the motion; the motion carried unanimously.

- *Sunlight Basin Instream Flow Study*

Karen Budd-Falen made a motion that the Director be instructed to begin negotiations for consulting services on the Sunlight Basin Instream Flow Study Project in accordance with the following ranking of the firms interviewed:

1. Biota Research
2. Western Engineers & Geologists
3. Lowham Walsh

Kellen Lancaster seconded the motion; the motion carried unanimously.

- *Wheatland Irrigation District Tunnel Dam Rehabilitation Level II Project*

Kellen Lancaster made a motion that the Director be instructed to begin negotiations for consulting services on the Wheatland Irrigation District Tunnel Dam Rehabilitation Level II Project in accordance with the following ranking of the firms interviewed:

1. Wenck Associates

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2. HDR

3. Western Heritage

Rodney Wagner seconded the motion; the motion carried unanimously.

## **10. Construction Project Progress Report**

Bryan Clerkin gave an update on the Jeffrey City Water System Improvements. This was for the Commission's information only.

## **11. Discussion**

Small Water Project Program – The Commission discussed review, works session, sub-committee for the SWPP Operating Criteria.

Karen Budd-Falen made a motion that upon closure of the comment period for the Rules and Operating Criteria, the Commission open a public comment period for the SWPP Operating Criteria to be open for 45 days. Jeanette Sekan seconded the motion; the motion carried unanimously.

Karen Budd-Falen expressed her appreciation to the Office staff for their work on the revisions to the Watershed Study scope and specifically mentioned Dave Myer, Peter Gill, Jeni Cederle, Jodie Pavlica, Andrew Linch and Tony Rutherford.

Director LaBonde recommended Jodee Pring's efforts on the Watershed Study scope also be acknowledged.

Director LaBonde presented information regarding the past 10 years of projects and sponsors.

Director LaBonde informed the Commission of the upcoming Gillette Celebration of Partnerships on May 31, 2017 and invited them to participate if they so choose.

Director LaBonde briefed them on the proposed Platte River Recovery & Implementation Program (PRRIP) extension.

Nick Bettas suggested a "waiting period" for project applications allowing staff time to do a better job in reviewing and evaluating projects.

## **12. Future Meetings Schedule**

The next meeting is a joint meeting with SWC in Cheyenne, WY on June 8-9, 2017.

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The meeting adjourned at 11:02 am.

Respectfully submitted,

Clinton Glick, Secretary

Draft Only  
Approval Pending  
**SUMMARY of  
PROCEEDINGS**



**SELECT WATER COMMITTEE**

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**COMMITTEE MEETING INFORMATION**

March 16, 2017  
Teleconference

**COMMITTEE MEMBERS PRESENT**

Representative Hans Hunt, Chairman  
Senator Ogden Driskill, Vice-Chairman  
Senator Liisa Anselmi-Dalton  
Senator Larry Hicks  
Senator Curt Meier  
Senator Glenn Moniz  
Representative Stan Blake  
Representative Dan Laursen  
Representative Robert McKim  
Representative David Northrup  
Representative Jerry Paxton

**COMMITTEE MEMBERS NOT PRESENT**

Senator Dan Dockstader

**LEGISLATIVE SERVICE OFFICE STAFF**

Joshua Anderson, Senior Staff Attorney

**OTHERS PRESENT AT MEETING**

Harry LaBonde, Director Wyoming Water Development Office  
Barry Lawrence, Deputy Director – Planning, Wyoming Water Development Office  
Jason Mead, Deputy Director – Dams and Reservoirs, Wyoming Water Development Office

*The Committee Meeting Summary of Proceedings (meeting minutes) is prepared by the Legislative Service Office (LSO) and is the official record of the proceedings of a legislative committee meeting. This document does not represent a transcript of the meeting; it is a digest of the meeting and provides a record of official actions taken by the Committee. All meeting materials and handouts provided to the Committee by the Legislative Service Office, public officials, lobbyists, and the public are on file at the Legislative Service Office and are part of the official record of the meeting. An index of these materials is provided at the end of this document and these materials are on file at the Legislative Service Office. For more information or to review meeting materials, please contact the Legislative Service Office at (307) 777-7881 or by e-mail at [lso@wyoleg.gov](mailto:lso@wyoleg.gov). The Summary of Proceedings for each legislative committee meeting can be found on the Wyoming Legislature's website at [www.wyoleg.gov](http://www.wyoleg.gov).*

## **EXECUTIVE SUMMARY**

The Select Committee met via teleconference on March 16, 2017. The Select Committee elected a Chairman and Vice-Chairman as required by statute. The Select Committee voted to approve actions of the Water Development Commission in order for the Commission and the Water Development Office to move forward on projects including watershed studies, small water projects, amendments to existing projects, the Water Research Program at the University of Wyoming and the Leiter Ditch Rehabilitation project.

## **CALL TO ORDER**

Senator Hicks called the meeting to order at 1:30 p.m. The following sections summarize the Committee proceedings by topic.

## **COMMITTEE ORGANIZATION**

The Select Committee determined unanimously to continue the tradition of alternating the chairman position between the House and Senate. Representative McKim moved that Representative Hunt be elected Chairman and the motion was seconded. The motion passed by voice vote.

Senator Hicks moved that Senator Driskill be elected Vice-Chairman and the motion was seconded. The motion passed by voice vote.

## **CONSIDERATION OF WATER DEVELOPMENT COMMISSION ACTIONS**

Mr. LaBonde provided a handout to the Committee regarding recent actions taken by the Water Development Commission for the review and approval of the Select Committee. [Appendix 1](#).

### ***Watershed Studies***

Mr. LaBonde noted that pursuant to 2017 Senate Enrolled Act 32, the Water Development Commission was required to prioritize from a list of potential watershed studies and then the Select Committee was required to review and approve the prioritized list. In response to a question, Mr. LaBonde said that if the studies were able to be completed for less money it may be possible to add another study to the list.

Senator Hicks stated that it would be beneficial to discuss at a future meeting the possibility of approving projects without specific dollar amounts so that bidders would not know the specific amounts authorized for those projects.

After additional discussion, Representative Blake moved that the Committee approve the list of watershed studies as submitted by the Commission. The motion was seconded. Due to the limitations of the teleconference, the Committee determined to consider votes by roll call to avoid confusion. The motion passed with a roll call vote of nine ayes, one no and two excused. [Appendix 2](#).

### ***Small Water Projects***

Mr. LaBonde said that the Water Development Commission had approved thirty-six small water projects as follows:

- Laramie Rivers Conservation District (1 project for \$28,490)
- Lincoln Conservation District (2 projects for \$46,607)
- Little Snake River Conservation District (19 projects for \$461,250)
- Medicine Bow Conservation District (1 project for \$27,500)

- Nowood Water Improvement District (1 project for \$35,000)
- Saratoga Encampment Rawlins Conservation District (2 projects for \$31,000)
- Sublette County Conservation District (5 projects for \$132,500)
- Teton Conservation District (4 projects for \$88,874)
- Uinta County Conservation District (1 project for \$35,000)

Mr. LaBonde noted that there was more detail provided on each specific project in the meeting materials from the March 3 Water Development Commission meeting materials. [Appendix 3](#).

Representative Blake moved that the Committee approve the small water projects as submitted by the Commission. The motion was seconded. The motion passed with a roll call vote of ten ayes, two excused. [Appendix 4](#).

#### ***Planning Project Amendments***

Mr. LaBonde said that the Commission had approved four amendments to existing contracts. Pursuant to W.S. 28-11-101(c), the Committee is required to review and make recommendations on any contract amendments in excess of five thousand dollars.

Mr. Mead explained the amendment to the Greybull Valley Irrigation District Storage Enlargement, Level II, Phase II study. Mr. Mead noted that the amendment amount was \$498,00.00 and it extended the expiration date of the contract from June 30, 2017 to June 30, 2020.

The Committee voted to approve the amendment as submitted by the Commission with a roll call vote of ten ayes, two excused. [Appendix 5](#).

Mr. Lawrence explained the amendment to the Heart Mountain Canal Rehabilitation, Level II study. He noted that amendment provides an additional \$18,800 for additional study of two options for canal replacement and extends the expiration of the contract to June 30, 2018.

The Committee voted to approve the amendment as submitted by the Commission with a roll call vote of seven ayes, three noes and two excused. [Appendix 6](#).

Mr. Mead explained the amendment to the Middle Piney Reservoir Project. He said that the amendment adds tasks for the consultant, increases the contract amount by \$824,500.00 and extends the expiration date of the contract to December 31, 2021.

The Committee voted to approve the amendment as submitted by the Commission with a roll call vote of nine ayes, three excused. [Appendix 7](#).

Mr. Mead explained the amendment to the New Fork Lake Dam Enlargement, Level II study. He said that the amendment provides for study of the feasibility of the preferred alternative resulting in a budget increase of \$448,000 and extends the expiration date to June 30, 2020.

The Committee voted to approve the amendment as submitted by the Commission with a roll call vote of nine ayes, three excused. [Appendix 8](#).



**Water Research Program**

Mr. LaBonde said that the Commission had approved a memorandum of understanding (MOU) with the University of Wyoming for the Water Research Program. The MOU would provide funding for two research projects which had already been determined by the Commission and approved by the Select Committee. The amount of the MOU was \$384,529.00.

After discussion, the Committee voted to approve the MOU as submitted by the Commission with a roll call vote of seven ayes, two noes and three excused. [Appendix 9](#).

**Construction Agreement**

Mr. LaBonde said that the Commission had approved a construction agreement for the Leiter Ditch Rehabilitation project. He noted that the project had been approved in 2016 but had been delayed to provide the sponsor time to establish security for the loan portion of the agreement. He noted that the agreement provides for a \$877,700.00 grant and a \$432,300.00 loan.

The Committee voted to approve the agreement as submitted by the Commission with a roll call vote of nine ayes, three excused. [Appendix 10](#).

**MEETING ADJOURNMENT**

There being no further business, Chairman Hunt adjourned the meeting at 3:00 p.m.

Respectfully submitted,

Representative Hans Hunt, Chairman

# Committee Meeting Materials Index

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Appendix	Agenda Item	Appendix Description	Appendix Provider
1	Water Development Commission Actions	Water Development Commission Actions for Committee Approval	Water Development Office
2	Watershed Studies	Vote Form	Legislative Service Office
3	Small water projects	Water Development Commission - Meeting materials	Water Development Office
4	Small water projects	Vote Form	Legislative Service Office
5	Greybull Irrigation District Study Amendment	Vote Form	Legislative Service Office
6	Heart Mountain Canal Rehabilitation Study Amendment	Vote Form	Legislative Service Office
7	Middle Piney Reservoir Project Amendment	Vote Form	Legislative Service Office
8	New Fork Lake Enlargement Study Amendment	Vote Form	Legislative Service Office
9	Water Research Program MOU	Vote Form	Legislative Service Office
10	Leiter Ditch Rehabilitation Agreement	Vote Form	Legislative Service Office

**Approval of Consultant Selection**

- Alkali Creek Reservoir Final Design, Level II
- Leavitt Reservoir Expansion Final Design, Level II
- 

I, \_\_\_\_\_ move the Director be instructed to begin negotiations for consulting services on the \_\_\_\_\_ Project in accordance with the following ranking of the firms interviewed:

- 1.
- 2.
- 3.

(Optional :)

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

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Centennial Well & Master Plan  
**LEVEL:** I  
**SPONSOR:** Centennial Water & Sewer District  
**LOCATION:** Albany County, Wyoming  
**PROGRAM:** New Development  
**PROJECT MGR:** Kevin Boyce, P.G.  
**WWDC MTG. DATE:** June 9, 2017

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level I	168	2015	I	\$175,000	2018

**CURRENT CONTRACT:**

Consultant  
Camp Creek Engineering, Inc.

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0296298	6-8-15	\$174,000	\$108,372.15	\$65,627.85	6-30-17

**PROJECT DESCRIPTION:**

WWDC funds were utilized to build portions of the original Centennial Water & Sewer District system (wells, transmission lines and storage) beginning in 1989. There has been no system evaluation since construction, hence the need for a master plan to assess the present state of the investment. Centennial presently treats its well water for Arsenic contamination in excess of the EPA primary maximum contamination level. An opportunity was provided for the Centennial Water & Sewer District to acquire the nearby Corner Mountain No. 3 Test Well if it posed a viable supply source and could be a future asset. Future addition of the Corner Mountain #3 well may have eliminated Centennial’s treatment requirement and would serve future increased demands. Concurrent with the aforementioned well evaluation, the master plan study for the District’s system was conducted to determine a plan for future improvements/operations.

**PROJECT FINDINGS/RECOMMENDATIONS:**

The Centennial water system is in excellent condition, well managed, well maintained, and well operated. Recommendations for the District to consider:

- Purchase/install a standby generator to provide emergency power to the well field.
- Install a locking steel enclosure set in a concrete pad and security fencing around the well heads.
- Modify the SCADA system to include well pump control and data storage.
- Inspect/clean storage tanks every 10 years.
- Establish an annual water valve exercise program.
- Service connections in high pressure areas should have a PRV (installed by the owner) and be located downstream of the meter pit. New tap requests for service should be denied in area where system pressure is less than 35 PSI.
- Install additional fire hydrants.
- Measure and record the non-pumping water level in supply wells annually.

- Contact WARWS to conduct a water rate study.
- Stay in compliance with State Engineer permit conditions and limitations and reporting.
- Update water rights beneficial use map to include service area expansion.
- Update elements of the Well Head Protection Plan identified in the final report.

On May 26, 2016, the Centennial Water & Sewer District Board of Directors voted unanimously to not move forward with the acquisition of the Corner Mountain Test Well No. 3. The well was turned over to the Landowner by the WWDC under an agreement dated December 15, 2016.

PUBLIC REPORT PRESENTATION      HEARING: N

<u>Date</u>	<u>Location</u>	<u>City/Town</u>
9-26-16	Centennial Elementary School	Centennial, Wyoming

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report:

[http://library.wrds.uwyo.edu/wwdcrept/Centennial/Centennial Well and Master Plan-Level II-Final\\_Report-2017.html](http://library.wrds.uwyo.edu/wwdcrept/Centennial/Centennial_Well_and_Master_Plan-Level_II-Final_Report-2017.html)

Executive Summary:

[http://library.wrds.uwyo.edu/wwdcrept/Centennial/Centennial Well and Master Plan-Level II-Executive\\_Summary-2017.html](http://library.wrds.uwyo.edu/wwdcrept/Centennial/Centennial_Well_and_Master_Plan-Level_II-Executive_Summary-2017.html)

WWDO RECOMMENDATION:

The WWDO recommends the sponsor Centennial Water & Sewer District adhere to the guidelines and suggestions as set forth in the master plan referring to improvement of routine system operations & inspection, a water rate study, record keeping & storage (SCADA improvements), component security, limits of system expansion, installing backup power, addition of fire hydrants, etc.

WWDC PROPOSED MOTION:

I move acceptance of the Centennial Well & Master Plan Level I project report as being complete. The sponsor has not chosen at this time to proceed with a specific feasibility study nor major capital improvements as a result of this Level I study, therefore the Commission recommends terminating further consideration of the proposed project.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Weather Modification – Laramie Range Siting and Design Study  
**LEVEL:** III  
**SPONSOR:** State of Wyoming  
**LOCATION:** Laramie Range  
**PROGRAM:** New Development  
**PROJECT MGR:** Jennifer Cederle  
**WWDC MTG DATE:** June 9, 2017

AUTHORIZING LEGISLATION:

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>*Appropriation</u>	<u>Due Date</u>
Level III	23	2015	I	\$1,447,500	2020

\*The full appropriation has been allocated towards 3 weather modification projects (Bighorn Mountains, Laramie Range, and Medicine Bow/Sierra Madre).

CURRENT CONTRACT:

Consultant  
Desert Research Institute (DRI)

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0296315	6-11-15	\$323,065.00	\$323,009.88	\$55.12	6-30-17

PROJECT DESCRIPTION:

The Weather Modification – Laramie Range Siting and Design Study was included in the 2015 Omnibus Construction Bill as part of a larger Legislative appropriation set aside to help “jump-start” weather modification operations in the State of Wyoming. The purpose of the study was to assess an area not previously considered for cloud seeding, and as such, complete the preparatory work necessary to lay a foundation for an operational program targeting the Laramie Range.

The Laramie Range is a 130 mile long, relatively narrow (20 – 25 miles), mountain range located in south-central Wyoming extending south into northern Colorado. It is part of the eastern slopes of the Rocky Mountains, and the entirety of the range drains into the North Platte River Basin.

PROJECT FINDINGS/RECOMMENDATIONS:

This study was completed by the Desert Research Institute (DRI), to assess the feasibility of increasing snowpack in the Laramie Range that would ultimately melt and run off into the North Platte River Basin. Because the Laramie Range had not been considered for winter snowpack augmentation previously, this study was developed to evaluate the fundamental parameters (e.g., frequency of suitable weather conditions, accessible lands, potential benefits, and estimated costs) needed to implement an operational cloud seeding program in the target area. The results of the study confirm that the implementation of either a ground-based or airborne cloud seeding program would increase streamflow in the North Platte River Basin.

Conceptual project designs were developed based off the results of a two-tiered climatological analysis, and model evaluations of seeding agent plume trajectories. The conceptual project designs included the evaluation of both airborne and ground-based methods. Aircraft cloud seeding is considered to be highly effective in producing increased snowfall over mountain ranges, however, based on a preliminary qualitative evaluation of airborne seeding, DRI suggested that the State of Wyoming re-evaluate the feasibility of deploying aircraft after one or two operational seasons.

For the purposes of this study, DRI focused primarily on the implementation of a ground-based cloud seeding program. A conceptual operational project design was developed to outline how the proposed project could be conducted. The recommended “full program” design consists of twelve ground-based silver iodide (AgI) generators, coupled with seven additional liquid propane (LP) generators placed at higher elevations located in northern sections of the Range.

If the entire recommended “full program” were implemented, the total project cost is estimated to be \$565,000/year. The approximate cost to operate the cloud seeding program includes expenses for equipment, consumables, transportation, and labor. According to modeled projections based on the “full program”, an increase of 6% of snow water equivalent (SWE) would generate an additional annual average of 15,833 AF of runoff, costing roughly \$36.00/AF.

The concept of utilizing seven LP generators in the “full program” design was altered after receiving feedback at a Wyoming Weather Modification Technical Advisory Team meeting. LP generators require being located “in-cloud” throughout the duration of a seeding event. The project design modeling results did not confirm that the frequency of cloud base heights favored the use of LP generators in the Laramie Range. In order to address this potential operational inefficiency, DRI recommends that cloud base heights be tracked through the first season of operations to determine whether or not the use of LP generators is feasible.

DRI notes that an effective cloud seeding program can be scaled to any size, to fit any budget. The study suggests that initiating a smaller program for the first year or two, helps hone project parameters such as forecasting protocols, and dispersion validation methodologies. DRI recommends that a Laramie Range cloud seeding program start with two AgI generators, and expand from there. Deploying a smaller generator network (2 AgI generators) would cost approximately \$160,000/year.

PUBLIC REPORT PRESENTATION(S):                      HEARINGS: Y

<u>Date</u>	<u>Location</u>	<u>City/Town</u>
8-18-16	Converse County Courthouse	Douglas, WY
8-18-16	Platte Valley Bank	Wheatland, WY

Two public hearings were held to present the results of the study and accept public comment. A total of five comments (4 written and 1 verbal) were received. The overarching theme of the comments centered on the potential impacts any additional snowfall may have on the community. The comment topics are summarized below:

- Support of a project to enhance water supplies.
- A request for continued public outreach and involvement.
- Potential wintertime ranching impacts.
- Potential travel impacts.
- Potential impacts to the agricultural growing season, and spring calving events.
- Development of cloud seeding operational suspension criteria specific to the target area.
- A request for continued state and federal agency coordination upon implementation of a project.

One written comment was received after the submission deadline, and is not included as part of the public record. All of the remaining public comments are included in Appendix A of the final report.

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report:

[http://wwdc.state.wy.us/weathermod/Laramie\\_Range\\_Final\\_Report\\_5-4-17.html](http://wwdc.state.wy.us/weathermod/Laramie_Range_Final_Report_5-4-17.html)

Executive Summary:

[http://wwdc.state.wy.us/weathermod/Laramie\\_Range\\_Exec\\_Summary\\_FINAL\\_5-4-17.html](http://wwdc.state.wy.us/weathermod/Laramie_Range_Exec_Summary_FINAL_5-4-17.html)

WWDO RECOMMENDATION:

Statutory requirement 41-2-115(a) was addressed at each public hearing, and no interested or capable parties willing to take over implementing this project were identified. Based on the results of the study, including the consideration of public comments, the WWDO finds that this project represents the public interest and that the recommendations from the study should feed into a larger discussion of future operational programs around the State.

WWDC PROPOSED MOTION:

I move acceptance of the Weather Modification – Laramie Range Siting and Design study as being complete and further, the WWDC makes the following findings relative to this project:

- That the recommendations from the study feed into a larger discussion of future operational programs around the State.





THE STATE OF WYOMING

## Water Development Office

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



### MEMORANDUM

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**DATE:** May 23, 2017  
**TO:** Harry C. LaBonde, Jr., P.E., Director  
**FROM:** Peter Gill, Project Manager  
**SUBJECT:** Hanover Irrigation District Master Plan, Level I Study – Amendment No. 1

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The Highland Hanover Irrigation District applied to the Water Development Program in the fall of 2016 for a Level I Master Plan study. The project was recommended for inclusion in the 2017 Omnibus Water Bill – Planning by the Commission at its November, 2016 meeting. Following subsequent approvals by the Commission, Legislative Select Water Committee, and the Wyoming Legislature, \$120,000 was appropriated for the study.

Due to shared conveyance facilities and administrative duties which exist between the Highland Hanover Irrigation District and the Hanover Irrigation District, coupled with cost savings, the Water Development Office is requesting an amendment to the existing Hanover Irrigation District Master Plan, Level I Study contract to include a Phase II to the study. This contract amendment would add approximately 7,000 acres to the study area under the Highland Hanover Irrigation District, add \$119,995 to the budget, and change the expiration date from June 30, 2018 to June 30, 2019.

This Phase II to the study will inventory the Highland Hanover system and make recommendations relative to the prioritization of needed repairs, along with other system upgrades. In particular, the plan will assess the feasibility of installing pipeline on two sections of ditch that are currently broken cement and dirt, assess need for new overflow structures at check stations, and evaluate new safety features at syphon locations. Inclusion of the additional area provides a more regional view of the water system that provides water to both districts.

Encl.,  
Amendment No. 1 to Consultant Contract for Services No. 05SC0296689  
Hanover Irrigation District Master Plan, Level I Study

**AMENDMENT ONE TO  
CONSULTANT CONTRACT FOR SERVICES NO. 05SC0296689  
HANOVER IRRIGATION DISTRICT MASTER PLAN, LEVEL I STUDY BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
WH LLC DBA WESTERN HERITAGE CONSULTING & ENGINEERING**

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 WH LLC dba Western Heritage Consulting & Engineering [Consultant], whose address is: PO Box 2117, Mills, WY 82644.

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 one hundred nineteen thousand, nine hundred ninety-five dollars (\$119,995.00) to two hundred ninety thousand, seven hundred sixty-eight dollars (\$290,768.00); b) extend the term of the Contract through June 30, 2019; and c) change the responsibilities of the Consultant.

The original Contract, dated June 16, 2016, required the Consultant to complete an Irrigation District Master Plan for the Hanover Irrigation District for a total Contract amount of one hundred seventy thousand, seven hundred seventy-three dollars (\$170,773.00) with an expiration date of June 30, 2018.

3. **Term of the Amendment.** This Amendment shall commence immediately upon the date the last required signature is affixed hereto, 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 June 16, 2016 through June 30, 2019.

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

Total payment under this Contract shall not exceed two hundred ninety thousand, seven hundred sixty-eight dollars (\$290,768.00).

**C.** The entire section of 4.B. of the original Contract is hereby amended to read as follows:

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

	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$ 8,856
2. Information Collection and Literature Review	\$ 5,331
3. System Assessment and Inventory	\$ 38,806
4. Current Operations and Irrigation Efficiency Analysis	\$ 11,944
5. Review of Water Rights	\$ 5,520
6. Rehabilitation and Management Plan	\$ 8,530
7. Concept Level Designs and Cost Estimates	\$ 29,710
8. Economic Analysis and Project Financing	\$ 5,080
9. Discretionary Task	\$ 7,500
10. Creation of a Geographic Information System	\$ 20,700
11. Reports	\$ 21,990
12. Report Presentations	\$ <u>6,806</u>

**Phase I Project Cost** **\$ 170,773**

<u>Phase II Tasks – Highland Hanover Canal</u>	<u>Estimated Cost</u>
13. Scoping and Project Meetings	\$ 7,447
14. Information Collection and Literature Review	\$ 5,020
15. System Assessment and Inventory	\$ 35,362
16. Current Operations and Irrigation Efficiency Analysis	\$ 12,618
17. Review of Water Rights	\$ 5,440
18. Rehabilitation and Management Plan	\$ 8,070
19. Concept Level Designs and Cost Estimates	\$ 17,640
20. Economic Analysis and Project Financing	\$ 5,080
21. Draft Report	\$ 11,005
22. Report Presentations	\$ 6,048
23. Final Report and Deliverables	\$ <u>6,265</u>

**Phase II Project Cost** **\$ 119,995**

**Total Project Cost** **\$ 290,768**

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.

## **5. Amended Responsibilities of the Consultant.**

Responsibilities of the Consultant are hereby amended as follows. The Scope of Services described in Section 5.A and attached to the Contract as Exhibit A and incorporated by reference as part of the Contract is expanded by the addition of funds in this Amendment. As a result, a new Phase II shall be added. Therefore, the Scope of Services is amended as follows:

### **Phase II – Highland Hanover Canal**

#### **Task 13. 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 Consultant will budget for a minimum of two (2) project meetings to be held in the project area. These meetings will be scheduled at the discretion of the WWDO project manager depending on developments during the study. The Consultant shall budget for project coordination meetings at the project site as necessary. In the interest of economy, meetings will be scheduled to coincide with fieldwork. The Consultant shall notify the WWDO project manager in advance of any meetings with the project sponsor.

#### **Task 14. Information Collection and Literature Review**

The Consultant shall collect and review all available background information regarding the Highland Hanover 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 utilize the Worland Area GIS Project, 2007 Anderson Associates Inc., to update the GIS for the Highland Hanover Irrigation District. 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 10.

The Consultant shall review any flow records maintained by the Sponsor and work with the ditch riders to document typical seasonal flows.

### **Task 15. System Assessment and Inventory**

The Consultant shall map and assess the existing conveyance and pipeline system, provide an updated evaluation of 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 utilize this inventory to make recommendations regarding system components to be replaced, along with other system upgrades as needed in the Rehabilitation and Management Plan (Task 18). 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 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, discuss with ditch riders, 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. 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.

### **Task 16. Current Operations and Irrigation Efficiency Analysis**

The Consultant will evaluate the potential for delivery system and on-farm water conservation opportunities and review current District operations including water appropriation and water rights. Irrigated area shall be updated from the Worland Area GIS Project, 2007 Anderson Associates Inc., based on the most recent aerial photos, and irrigation methods will be mapped. The Consultant shall determine farm delivery requirements for the irrigated acreage within the 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 shall recommend and detail any needed procedural changes in the management and operation of the system.

### **Task 17. 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 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 18. Rehabilitation and Management Plan**

Based on the work completed in Tasks 13 through 17, 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.

Potential projects in the Plan shall be mapped and included in the GIS with relevant attributes from Task 17, 18, and 19.

### **Task 19. 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 20. Economic Analysis and Project Financing**

The Consultant will provide information on potential funding sources for implementation of specific priority management activities and improvement projects. Potential sources to be evaluated should include the Commission, U.S. Department of Agriculture, U.S. Bureau of Reclamation, Wyoming DEQ-WQD Clean Water Act Section 319 and other potential state and federal funding sources. For more information on project funding assistance see Section C.6 of the Scope of Services.

The Consultant will provide an ability to pay analysis which shall, based on a financial planning model, determine conditions and level of funding necessary for implementation. The Consultant will generate recommendations based on annual financial commitments of the sponsor needed to cover construction costs and meet operation and maintenance obligations.

This analysis will provide information necessary to determine end costs of project implementation under funding scenarios involving local, state, and Federal assistance and shall include all identified and recommended improvements and all eligible and non-

eligible components. The Consultant will also develop the specific information needed to make application to local, state, and Federal agencies including timelines, trigger dates, agency criteria, conditions, and funding requirements.

### **Task 21. Draft Report**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed under Phase II, no later than July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **Task 22. 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); 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 13.

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 23. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before



September 1, 2018. These final documents and materials, shall include: 1) Twelve (12) hard copies of the final report, 2) Twelve (12) hard copies of the executive summary. The 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) CD/DVD copies containing the final report, and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report, Environmental Review documents, and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, consultant and date.

If any wells are drilled, chip trays or vials of all washed well drilling cuttings shall be submitted along with their documentation.

## **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.

**8. General Provisions.**

**A. Entirety of Contract.** The Original Contract consisting of twelve (12) pages, Exhibit A consisting of twelve (12) pages, Exhibit B consisting of one (1) page, and Amendment One, consisting of ten (10) 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.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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. § 9-2-1016(b)(iv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WH LLC DBA WESTERN HERITAGE CONSULTING & ENGINEERING**

\_\_\_\_\_  
Rikki Altenburg, Partner  
Employer Identification Number: 45-3044459

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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:** 19 May, 2017

**TO:** Harry C. LaBonde, Jr., P.E., Director

**FROM:** Jason Mead, P.E. – Dam & Reservoir Division

**SUBJECT:** Little Snake Supplemental Storage, Level II Study - Amendment No. 5

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This memo is to serve as an explanation for Amendment No. 5 to the Little Snake Supplemental Storage, Level II Study (West Fork Reservoir). The purpose of the Amendment is to extend the current contract expiration date with Wenck Associates, Inc. for two years, from June 30, 2017 to June 30, 2019. The contract amount is not changed.

Since 2013, additional analysis of the West Fork Reservoir project has been completed to refine the basin's hydrology and investigate water quality associated with implementation. Hydrologic modeling has been updated with additional stream gauge data and a reservoir service area has been determined. A series of water quality and sediment samples have been collected and analyzed, and compared against historic data. Results indicate that post-project conditions could be equal to or better than current water quality conditions experienced in Haggarty Creek. Subsequently, communication with the Forest Supervisor, District Ranger, and their staff has taken place to provide a project update to the Forest Service and discuss paths forward. Permitting alternatives have been deliberated and range from acquiring a Special Use Permit to land conveyance/exchange options.

As you may recall, a request for re-appropriating \$6.2M for permitting and design of West Fork Reservoir was approved in the Omnibus Water Bill - Planning, Senate File 0056. The Office has continued to gather information related to permitting options so as to determine the most efficient project course. One option may be a legislated land exchange through the United States Congress. Efforts will continue in order to define a feasible land acquisition plan or determine if other means may be more prudent.

The WWDC has been using the consulting services of Wenck Associates to complete the analysis of the West Fork Reservoir project and have current contract scope to use the firm for land acquisition analysis and NEPA liaison services. Amendment No. 5 extends the contract expiration date for two years to allow continued work on the project to establish a sensible path forward and then to proceed as appropriate. The contract amount is not changed.

Encl.,

Amendment No. 5 to Consultant Contractor for Services No. 05SC0293566

Little Snake Supplemental Storage, Level II Study

**AMENDMENT FIVE TO  
CONSULTANT CONTRACT FOR SERVICES NO. 05SC0293566  
LITTLE SNAKE SUPPLEMENTAL STORAGE LEVEL II STUDY BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
WENCK 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 Wenck Associates, Inc. [Consultant], whose address is: 1904 East 15<sup>th</sup> Street, Cheyenne, Wyoming 82001.

2. **Purpose of Amendment.** This Amendment shall constitute the fifth amendment to the Contract between the Commission and the Consultant. The purpose of this Amendment is to extend the term of the Contract through June 30, 2019.

The original Contract, dated June 9, 2008, required the Consultant to perform a Level II study for the Savery-Little Snake River Water Conservancy District, identifying storable flow, demand and shortages, and providing detail on identified reservoir sites for a total Contract amount of two hundred forty-eight thousand seven hundred sixty dollars (\$248,760.00) with an expiration date of December 31, 2010.

Amendment One, dated March 9, 2010, amended the original Contract to: a) add an additional Phase II scope of services; b) increase the total Contract dollar amount by two hundred sixty-seven thousand, seven hundred fifty-one dollars (\$267,751.00) to five hundred sixteen thousand, five hundred eleven dollars (\$516,511.00); and c) extend the term of the Contract through December 31, 2011.

Amendment Two, dated November 8, 2011, amended the original Contract to extend the term of the Contract through December 31, 2012.

Amendment Three, dated December 13, 2012, amended the original Contract to extend the term of the Contract through June 30, 2013.

Amendment Four, dated June 12, 2013, amended the original Contract to: a) add additional scope of services for further hydrologic analysis, water quality analysis, fisheries work, permitting and NEPA liaison services; b) increase the total Contract dollar amount by eight hundred ten thousand dollars (\$810,000.00) to one million, three hundred twenty-six thousand, five hundred eleven dollars (\$1,326,511.00); and c) extend the term of the Contract through June 30, 2017.

**3. Term of the Amendment.** This Amendment shall commence immediately upon the date the last required signature is affixed hereto, 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 June 9, 2008 through June 30, 2019.

**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.

**8. General Provisions.**

**A. Entirety of Contract.** The Original Contract consisting of eleven (11) pages, Exhibit A consisting of ten (10) pages, and Exhibit B consisting of one (1) page, Amendment One, consisting of fifteen (15) pages, Amendment Two, consisting of four (4) pages, Amendment Three, consisting of two (2) pages, Amendment Four, consisting of eight (8) pages and Exhibit C consisting of one (1) page, and this Amendment, 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.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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. § 9-2-1016(b)(iv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WENCK ASSOCIATES, INC.**

\_\_\_\_\_  
Victor Anderson, Principal,  
Employer Identification Number: 41-1520095

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
Assistant Attorney General

\_\_\_\_\_  
Date

**BEAVER CREEK 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 Olsson Associates, Inc. [Consultant], 601 P. Street, Suite 200, Lincoln, NE 68508.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two hundred seventy thousand, eight hundred dollars (\$270,800).

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



<u>Task</u>	<u>Estimated Cost</u>
Task 1. Project Meetings and Public Participation	\$ 13,400
Task 2. Review of Background Information	\$ 10,800
Task 3. Inventory and Descriptions	\$ 25,600
Task 4. Streamflow Hydrology	\$ 3,800
Task 5. Management and Rehabilitation Plan	\$ 137,300
Task 6. Cost Estimates	\$ 18,800
Task 7. Economic Analysis	\$ 4,000
Task 8. Permits	\$ 5,400
Task 9. Draft Report	\$ 36,500
Task 10. Draft Presentations	\$ 3,200
Task 11. Final Report and GIS Deliverables	\$ 12,000
<b>TOTAL PROJECT COST</b>	<b>\$ 270,800</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

### **F. Award of Related Contracts.**

**(i)** The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of twenty-seven (27) pages, and Attachment B, 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Jodee Pring, jodee.pring@wyo.gov, 307-777-7626  
Consultant: Karen Griffin, kgriffin@olssonassociates.com, 402-474-5160

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability



insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**OLSSON ASSOCIATES, INC.**

\_\_\_\_\_  
Jeff McPeak, Office Leader  
Employer ID No. 470781766

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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. Beaver Creek Watershed, Weston County. The extent of the study area includes the following four HUC 10 basins: Oil Creek (1012010701), Upper Beaver Creek (1012010702), Beaver Creek (1012010703), and Lower Beaver Creek (1012010704). It also includes the “orphan” piece of the Upper Cheyenne River watershed, north of the Cheyenne River (1012010601).
2. Purpose. To perform a Level I study for the Beaver Creek Watershed.
3. History. The Weston County Natural Resource District (NRD) requests a watershed study to evaluate current watershed function, irrigation diversion/conveyance systems, and upland livestock/wildlife water management and rehabilitation opportunities. 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 would provide baseline information from which the NRD can pursue implementation of management practices that address the natural resource issues within the drainage.

The Beaver Creek watershed, located primarily in Weston County, covers approximately 760,029 acres. Land ownership in the watershed is predominately private (~74%), federal (~15%), and state (~8%). The Beaver Creek watershed includes the primary stream system of Beaver Creek, Stockade Beaver Creek, Parmalee Creek, Bear Creek, Salt Creek, Sweetwater Creek, Freshwater Creek, Oil Creek, West Plum Creek, Big Plum Creek, and Skull Creek. Spencer (LAK) Reservoir and Klodt are storage facilities located in the watershed and are privately owned reservoirs used for irrigation.

The “orphan” piece includes the Upper Cheyenne River Watershed (those lands north of the Cheyenne River), located in both Weston and Niobrara Counties, and includes the primary stream system of Alkali Creek, Little Alkali Creek, and Bobcat Creek.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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 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 five (5) public 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 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, 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 that lists existing studies and links or copies of the referenced study and a Geographic Information System (GIS) file that shows existing and completed WWDC planning and construction project locations.

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

This task of the Watershed Study involves an inventory, description, and in some cases, analyses 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 inherent 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.

**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. Channel Structure and Stream Stability
		c. Sediment Transport
	<b>(III) Groundwater</b>	a. Hydrogeology
		b. Aquifers and Springs
		c. Groundwater Use, Base Flow, and Recharge
	<b>(IV) Geology</b>	a. Topography
b. Soils		
c. Bedrock		
<b>(V) 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, Municipal, and Industrial Water Use</b>	a. Potable Water Systems
		b. Industrial and Mining
		c. Produced Water
	<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		

## A. Physical Systems

The Physical Systems within the watershed shall be catalogued as outlined below with respect to the following categories: Surface Water; Geomorphology; Groundwater; 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.

Deliverables under the Hydrography topic are anticipated to consist of a narrative or description contained within the final report; referenced GIS data source(s) in the final report; and any necessary maps, charts, tables, etc. inserted into the final report.

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.

c. Flooding and Runoff: The Consultant shall inventory and describe areas and occurrences of flooding, runoff issues, and areas prone to cross-drainage problems within the watershed based on any in-field reconnaissance that takes place. 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 are anticipated to consist of a written description; GIS data (packaged and delivered); and any necessary maps, charts, etc. inserted into the final report.

## (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 Rosgen Analysis. 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.

b. Channel Structure and Stream Stability: Channel structure, morphology, and stability of stream systems will be assessed where appropriate. Channel segments of specific interest will be identified for future study and mapped. Locations of headcuts, nickzones, geologic controls, man-made grade control structures and “hard points” shall be identified and mapped. Proper Functioning Condition (PFC) and NRCS Stream Visual Assessment Protocol (SVAP) assessments may also be incorporated where applicable.

c. Sediment Transport: The Consultant shall inventory and describe occurrences of erosion and sedimentation primarily based on interviews with landowners and others or empirical evidence obtained during any in-field reconnaissance and public outreach. Opportunities for improvement shall be identified and mapped.

Deliverables for all topics under the Geomorphology category are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular

or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions fully documented within the final report.

### (III) Groundwater

Watershed topics and deliverables under the Groundwater category are anticipated to consist of some combination of the following elements:

a. Hydrogeology: The Consultant shall present the available mapped hydrogeologic units, or hydrostratigraphy, of the aquifer formulated on the basis of hydraulic properties that have considerable lateral extent and that also form a geologic framework for a reasonably distinct hydrogeologic system. Information from the USGS and the WSGS regarding surficial geology and bedrock shall be obtained for mapping purposes. Information on bedrock units, structural elements and geologic hazards shall be obtained and mapped from existing sources. Information gathered under this topic may be useful in evaluating opportunities for development of groundwater resources.

b. Aquifers and Springs: In order to characterize the hydrogeology of the watershed and the groundwater utilization in the subwatersheds, aquifers will be described and mapped using existing data. Alluvial aquifers, general groundwater flow direction, bedrock aquifers, artesian conditions, spring locations, and groundwater usage shall be discussed and mapped as appropriate. More detailed analysis may be provided where geology or soils have a significant effect on watershed functions.

c. Groundwater Use, Base Flow, and Recharge: Groundwater base flow contributions and groundwater recharge rates will be summarized based on information drawn from any available past studies and research that may have involved geology, soils, precipitation, surficial aquifers, and flow measurements. Estimate systems, patterns, and rates of natural recharge, and identify natural ground water discharge (e.g., springs, gaining streamflow, etc.). Map all groundwater use and features in the watershed (wells, spring discharge, etc.). Identify any groundwater control areas designated by the WSEO. Approximate baseflow contribution to streams using local investigations and WSGS methods and data (<http://sales.wsgs.wyo.gov/wyoming-state-geological-survey-statewide-groundwater-baseflow-study/>).

Deliverables for all topics under the Groundwater category are anticipated to consist of written descriptions; GIS data (packaged and delivered or sourced and referenced within the final report as applicable); any necessary maps, charts, tables, etc. inserted into the final report; and any necessary analyses and respective conclusions fully documented within the final report.

#### (IV) 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.

b. Soils: Soils within the watershed will be described and mapped using existing available data obtained from sources such as the NRCS Soil Survey, SSURGO, etc. More detailed analysis may be provided where geology or soils have a significant effect on watershed characteristics. Soil descriptions may be presented to help depict what plant community composition may exist in a given area.

c. Bedrock: Bedrock within the watershed will be described and mapped using existing available data obtain from sources such as the WSGS. More detailed analysis may be provided where geology or bedrock may have a significant effect on watershed characteristics.

Deliverables for Soils and Bedrock are anticipated to consist of referenced GIS data source(s) in the final report; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented within the final report.

#### (V) 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) 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 2015-4 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, 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 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 comprised 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 associate all irrigated lands mapping generated in this task with either a dry, average, or wet year in terms of streamflow hydrology. 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 3 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. 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.

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 may be identified.

Deliverables for Agricultural Water Use topics are anticipated to consist of written descriptions; GIS data (packaged and delivered); 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.

#### (II) Domestic, Municipal, and Industrial (DMI) Water Use

Within the DMI 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 DMI 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 e-Permit system or any other available source.

b. Industrial and Mining: The Consultant shall identify, describe, and map significant industrial water users or mining activities within the watershed.

Water use should be quantified as estimated from water right information obtained from the WSEO e-Permit system or other available sources. Briefly describe any water quality or environmental concerns that have been identified as the result of mining or other industrial activities. Information on active or abandoned oil and gas wells within the watershed should be presented as obtained from the WOGCC.

c. Produced Water: The Consultant shall identify, describe, and map the existence of any produced water sources from underground formations that are brought to the surface as a byproduct of oil and gas production. The volume of produced water from these wells over time should be estimated from available sources. If available from WDEQ or other state agencies, the chemical and physical properties shall be described.

Deliverables for DMI Water Use topics are anticipated to consist of a written description; GIS data (packaged and delivered); 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 are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions 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 (viable or non-viable). Based on this inventory, an assessment of areas in need of additional watering facilities shall be identified, mapped, and described.

Deliverables for the Upland Water Storage topic are anticipated to consist of a written description; GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented within the final report.

#### (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 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 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, 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/>)

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 the hydrologic models completed as part of the Powder/Tongue/Northeast River Basin Plan Update to avoid unnecessary duplication of efforts. Existing sources should include the spreadsheet models created for the above referenced River Basin Plan update; 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. Classification of the dry, average, and wet years may be based on prior analyses or proposed by the Consultant. The classification of dry, average, and wet years shall be described 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 flow, etc.

Existing USGS and State Engineer's Office stream gage coverage and periods of record shall be assessed and mapped. A map of streamflow locations shall be labeled with estimated annual volume for dry, average, and wet streamflow conditions. This should be done at a HUC 10 subwatershed level and at all gage locations. Hydrographs shall be included in the report to illustrate monthly streamflow for dry, average, and wet years. Streamflow locations within the presented and delivered GIS files shall be attributed according to a monthly and annual streamflow basis for dry, average, and wet years.

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 acquire and install stage monitoring equipment and develop a rating curve (stage-discharge relationship) for applicable streams. To establish each stream gage site, the Consultant shall choose the most suitable location possible. 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 shall 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. 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.

Deliverables for this task are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any necessary analyses and respective conclusions fully documented within the final report.

#### **Task 5. 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 flood impacts and control, enhance recreation opportunities, 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.

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 7.
- 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 designs should include a description of the project and its

purpose. Project designs should be of sufficient detail to estimate costs (Task 7), identify fatal flaws (pipelines, transportation, energy transmission, 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 information such as the project location, a project identifier, project type, WWDC program, alternative funding sources, supply type, overall benefits, cost estimates (Task 6), and potential volume to be supplied or saved through the development of the project.

#### **Task 6. Cost Estimates**

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. Estimates shall be based on the year the watershed study is completed or nearest to.

Cost estimates for small scale projects, such as those eligible for WWDC SWPP grants, shall be inclusive of the above and take into account 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.

#### **Task 7. Economic Analysis**

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 8. 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 2015-4, Greater Sage-Grouse Core Area Protection.

#### **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 17, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. Each CD/DVD shall be labeled.

The project Sponsor shall be provided one of the hard copies of the draft report for review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and pdf copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

**Task 10. Draft Presentations**

After submittal of the draft report, the Consultant shall present the draft 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); 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 an additional presentation in Casper or Cheyenne to present either the draft or final results (depending upon scheduling) to the Commission. All presentations described in this task 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 presentations not less than once each week for two weeks prior to the presentations and should budget accordingly.

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

After receipt and incorporation of the Office and the Sponsor's review comments from both the draft report and presentations, the Consultant shall submit all final documents and materials to the Office on or before November 16, 2018. These final documents and materials shall include twelve (12) hard copies of the final report and executive summary. The executive summary shall outline the purpose, findings, recommendations, and configuration of the project and 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report and will be the same version as the hard copy. Each CD/DVD shall be labeled.

Two (2) CD/DVD copies containing the final report and executive summary in original formats (Word, Excel, etc.) and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall be labeled.

Three (3) CD/DVD 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 CD/DVD shall be labeled. One of these copies will be included in the project notebook.

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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant, and date.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources. All GIS products shall be prepared and delivered with respect to the following standards:

**DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.

**FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.

**FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata.

Data shall be delivered within the Office geodata template if provided by the Office project manager.

PROJECT AREA. Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**Olsson Associates 2017 Billing Rate Schedule with Reimbursement Expenses**

<u>Classification</u>	<u>Billing Rate</u>
Administrative Area Leader	141.00
Administrative Assistant	64.00
Administrative Coordinator	76.00
Administrative Manager	123.00
Administrative Specialist	92.00
Assistant Construction Manager	79.00
Assistant Engineer	89.00
Assistant Landscape Architect	73.00
Assistant Planner	70.00
Assistant Scientist	71.00
Assistant Surveyor	58.00
Assistant Technician	59.00
Assistant Technician - Field	55.00
Assistant Technician - NDT	67.00
Associate Computer Programmer	79.00
Associate Construction Manager	96.00
Associate Engineer	107.00
Associate Landscape Architect	90.00
Associate Planner	86.00
Associate Scientist	88.00
Associate Surveyor	70.00
Associate Technician	70.00
Associate Technician - Field	65.00
Associate Technician - NDT	80.00
BIM Manager	113.00
Business Development Leader	156.00
CAD Manager	113.00
Civil 3D Trainer	113.00
Client Relations Manager	208.00
Computer Programmer	98.00
Computer Systems Coordinator	74.00
Computer Systems Technician	62.00
Database Manager	141.00
Design Associate	101.00



<b><u>Classification</u></b>	<b><u>Billing Rate</u></b>
Design Manager	125.00
Director of Business Development	215.00
Drilling Crew	190.00
Economic Development Coordinator	79.00
Economic Development Specialist	95.00
Industry Expert	208.00
Local Business Development Leader	156.00
Market Business Development Leader	185.00
Market Sector Leader	230.00
Network Systems Administrator	93.00
Office Assistant	47.00
Office Leader	208.00
Practice Leader	230.00
President	381.00
Program Leader	185.00
Project Construction Manager	114.00
Project Engineer	126.00
Project Landscape Architect	110.00
Project Management Specialist	131.00
Project Manager - Field	98.00
Project Manager - NDT	117.00
Project Planner	105.00
Project Scientist	108.00
Regional Business Development Leader	185.00
Regional Leader	230.00
Secretarial	47.00
Senior Administrative Coordinator	92.00
Senior Computer Programmer	119.00
Senior Computer Systems Coordinator	93.00
Senior Construction Manager	139.00
Senior Engineer	156.00
Senior Landscape Architect	138.00
Senior Network Systems Administrator	111.00
Senior Planner	135.00
Senior Project Construction Manager	126.00
Senior Project Engineer	141.00
Senior Project Landscape Architect	123.00
Senior Project Manager	208.00
Senior Project Planner	120.00
Senior Project Scientist	125.00

<b><u>Classification</u></b>	<b><u>Billing Rate</u></b>
Senior Scientist	139.00
Senior Surveyor	108.00
Senior Systems Specialist	141.00
Senior Technician	83.00
Senior Technician - Field	79.00
Senior Technician - NDT	95.00
Senior Vice President	274.00
Student Intern - Level 1	50.00
Student Intern - Level 2	59.00
Student Intern - Level 3	70.00
Survey Crew 1-Man	110.00
Survey Crew 2-Man	140.00
Surveyor	85.00
Team Leader	205.00
Technical Leader	168.00
Technical Manager - Field	116.00
Technical Manager - NDT	136.00

<b><u>Reimbursement Expense Classification</u></b>	<b><u>Cost</u></b>	<b><u>Unit of Measure</u></b>
Compact Vehicles	0.535	per mile
Miscellaneous supplies	Actual Cost	
Telephone Conference Call/Fax	Actual Cost	
Subconsultants	Actual Cost	
Laboratory	Actual Cost	
Airplane – Citation Excel	2350.00	per hour
Airplane - Conquest	1350.00	per hour
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
Travel (commercial airfare)	Actual Cost	
Rental car	Actual Cost	
Meals	Actual Cost	
Lodging	Actual Cost	
Other travel expenses incurred	Actual Cost	

**BIG HORN REGIONAL SOUTHERN WATER SUPPLY, 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, P.O. Box 7010, Sheridan, WY 82801.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred seventy-eight thousand, eighty dollars (\$178,080.00).

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	\$ 6,030
2. Review of Existing Information	\$ 9,690
3. Population and Water Demand Projections	\$ 3,620
4. Inventory/Evaluate Existing Water Systems, New System Concept	\$ 14,150
5. Regional Supply Considerations	\$ 49,360
6. Creation of a Geographic Information System	\$ 24,730
7. Hydraulic Model	\$ 13,040
8. Review of Water Rights	\$ 4,440
9. Prioritization of Recommendations	\$ 7,560
10. Cost Estimates	\$ 7,180
11. Water System Financing	\$ 5,970
12. Discretionary Task	\$ 8,000
13. Draft Report	\$ 9,520
14. Report Presentations	\$ 4,210
15. Final Report and Deliverables	\$ 10,580
<b>TOTAL PROJECT COST</b>	<b>\$ 178,080</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the

Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 sub-consultants.

**(ii) Billings for Subcontractors.** Billings for subcontractor, associates or sub-consultants 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.



**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Kevin J. Boyce, P.G., [kevin.boyce@wyo.gov](mailto:kevin.boyce@wyo.gov), (307) 777-7626  
Consultant: Dayton Alsaker, P.E., [dalsaker@dowl.com](mailto:dalsaker@dowl.com), (307) 672-9006

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

**(i) Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not

be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**DOWL, LLC**

\_\_\_\_\_  
Dayton Alsaker, P.E.  
Employer I.D. No. 92-0166301

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 study area covers service areas for municipalities and rural districts (including Hot Springs State Park) in southern Hot Springs County. The Big Horn Regional Joint Powers Board (BHRJPB) provides wholesale supply and transmission/storage to municipalities and rural districts along the Big Horn River valley corridor in Big Horn County, Washakie County, and northern Hot Springs County (Town of Kirby and Lucerne Water & Sewer District).

2. Purpose. The Town of Thermopolis has been a central purveyor of treated water to satellite user entities for many years, so therefore in a geographic sense, a de-facto regional system actually exists. The outlying districts however, have separate water service contracts and no control nor representation regarding Thermopolis' decisions on operations or price charging as are regional water supply systems controlled under Wyoming joint powers statutes (W.S. 16-1-101 to 108) elsewhere in the State. Thermopolis has no future plans for expanding nor replacing its 60+ year-old water treatment plant and is facing a maximum capacity threshold if demands increase, especially in the rural service areas where the only future development is likely to occur. The BHRJPB system has capacity to expand and could develop additional source supply in Hot Springs County as demonstrated by past WWDC planning studies.

3. History. South Thermopolis Water & Sewer District, Owl Creek Water District, Town of East Thermopolis, Red Lane, and Hot Springs State Park presently receive supplies from the Town of Thermopolis water treatment plant that diverts and treats water from the Big Horn River. The Hot Springs County users are seeking alternative means of source supply (BHRJPB is 100% ground water source-supplied from artesian Madison aquifer wells) for long-term reliability and cost-effectiveness as has been successfully demonstrated by the Big Horn Regional Project and other similar regional drinking-water projects in the State.



Previous relevant reports:

[http://library.wrds.uwyo.edu/wwdcrept/Hot\\_Springs/Hot\\_Springs-Rural\\_Worland\\_Pipeline\\_Regional\\_Water\\_Supply\\_Project\\_Level\\_II-Final\\_Report-2004.html](http://library.wrds.uwyo.edu/wwdcrept/Hot_Springs/Hot_Springs-Rural_Worland_Pipeline_Regional_Water_Supply_Project_Level_II-Final_Report-2004.html)

[http://library.wrds.uwyo.edu/wwdcrept/Hot\\_Springs/Hot\\_Springs-Rural\\_Worland\\_Pipeline\\_Regional\\_Water\\_Supply\\_Level\\_II-Interim\\_Report-2002.html](http://library.wrds.uwyo.edu/wwdcrept/Hot_Springs/Hot_Springs-Rural_Worland_Pipeline_Regional_Water_Supply_Level_II-Interim_Report-2002.html)

[http://library.wrds.uwyo.edu/wwdcrept/Thermopolis/Thermopolis-Storage\\_and\\_Raw\\_Water\\_Level\\_II-Final\\_Report-2006.html](http://library.wrds.uwyo.edu/wwdcrept/Thermopolis/Thermopolis-Storage_and_Raw_Water_Level_II-Final_Report-2006.html)

[http://library.wrds.uwyo.edu/wwdcrept/Owl\\_Creek/Owl\\_Creek-Rural\\_Water\\_Supply\\_Level\\_II\\_Study-Final\\_Report-2009.html](http://library.wrds.uwyo.edu/wwdcrept/Owl_Creek/Owl_Creek-Rural_Water_Supply_Level_II_Study-Final_Report-2009.html)

[http://library.wrds.uwyo.edu/wwdcrept/Thermopolis/South\\_Thermopolis-Sewer\\_District\\_Water\\_Supply\\_Project\\_Level\\_II-Final\\_Report-2009.html](http://library.wrds.uwyo.edu/wwdcrept/Thermopolis/South_Thermopolis-Sewer_District_Water_Supply_Project_Level_II-Final_Report-2009.html)

[http://library.wrds.uwyo.edu/wwdcrept/Red\\_Lane/Red\\_Lane-Master\\_Plan\\_Level\\_I-Final\\_Report-2010.html](http://library.wrds.uwyo.edu/wwdcrept/Red_Lane/Red_Lane-Master_Plan_Level_I-Final_Report-2010.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-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\\_II-Final\\_Report-2011.html](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/Lucerne/Lucerne-Water\\_Supply\\_Level\\_II\\_Study-Final\\_Report-2011.html](http://library.wrds.uwyo.edu/wwdcrept/Lucerne/Lucerne-Water_Supply_Level_II_Study-Final_Report-2011.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 information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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.

### **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.

## **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, U.S. Environmental Protection Agency (EPA), 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 to be used in this master plan. 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, New System Concept**

The Consultant shall complete the following tasks.

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future demands developed in Task 3.
  - i. Identify those components that presently require repair or replacement.
  - ii. Identify those components that will require repair or replacement within the next twenty (20) years and provide a schedule for the needed improvements.
- b. Where applicable, 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. Identify restrictions and limitations and make recommendations for improvements needed to address deficits. If applicable, a water hammer analysis may be performed on alternatives that have pump stations or wells with pumps to determine surge pressure differentials and the corresponding surge allowances for system piping along with recommended protection measures against surges.
- c. The Consultant shall prepare conceptual designs for water supply components being considered 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.

### **Task 5. Regional Supply Considerations**

The Consultant shall consider the potential of a conceptual regional supply system. The Consultant shall review previous reconnaissance and feasibility studies dealing with a rural transmission/distribution corridor and a conceptual junction at Big Horn Regional terminus transmission/distribution. Specifically, however not excluding other concepts generated herein, the Consultant will review and update the cost estimates for source supply and transmission alternatives, including the Town of Thermopolis, produced in the 2011 Big Horn Regional Ground Water, Level II Study (Volume II, Chapter III). Concept level transmission, pumping, distribution, storage, controls, and other delivery appurtenances shall be analyzed as well as other potential sponsoring entities and under a regional water supply with joint powers administration. 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.

### **Task 6. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for the GIS.

- a. DATA PLAN. The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.
- b. FEATURE MAPPING. The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the

- mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

If found to be practical for the future use of the sponsor(s) and WWDC, the Consultant shall provide GIS products in ESRI ArcReader format. In addition the Consultant may publish the GIS to ESRI online to make subscription to this service and app available to operators and managers for use in the field from hand-held devices.

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

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:

- Innovyze/MWH Soft: InfoWater (ArcGIS based); H2OMap Water (stand-alone); or H2ONet (AutoCAD based)
- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)

The Consultant shall model the current and proposed systems for the purposes of selecting offering water system alternatives in this study. The model shall analyze the system using an extended period simulation and shall be properly calibrated (if possible, by select flow testing of local hydrants) 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

#### **Task 8. 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 9. Prioritization 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.

#### **Task 10. Cost Estimates**

The Consultant shall prepare construction cost estimates in tabular form for each of the system improvement options developed and prioritized in Task 4, Task 5, and Task 9. 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 B, 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 infrastructure improvements identified in Task 4. 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 Task 9.

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 Task 9 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 67% grant and 33% 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:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

Contact: Brian Mark, SRF Principal Engineer, WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002. Tel 307-777-6371. Email: [brian.mark@wyo.gov](mailto:brian.mark@wyo.gov)

For RUS:

Forms and Guidance:

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

Contact: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

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.

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:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/> 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. Discretionary Task**

The Consultant will place \$8,000 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 13. 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 July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided copies of this draft report by the Office project manager for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with a PDF copy of the draft report for quality-assurance/control purposes. Issues discovered by WRDS are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 14. 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); 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 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 15. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018. These final documents and materials shall include: 1) Fifteen (15) hard copies of the final report, and 2) Fifteen (15) hard copies of the executive summary. The 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI

ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**DOWL LLC WYOMING FEE SCHEDULE**

**Personnel Hourly Billing Rates**

Senior Manager I-V	\$195-\$250
Project Manager I-IV	\$115-\$190
Engineer I-X	\$ 80-\$225
Environmental Specialist I-X	\$ 90-\$225
Planner I-X	\$ 75-\$250
Geologist II-IV	\$110-\$140
Hydrogeologist	\$110
Engineering Technician	\$ 65-\$115
Public Land Surveyor I-X	\$ 90-\$180
Crew Chief I-X	\$ 85-\$120
Survey Crew Surveyor I-V	\$ 60-\$100
Survey Technician I-VI	\$ 50-\$120
GIS Spec/Tech/Designer	\$ 85-\$100
Survey Crew	\$120-\$260
Admin. Manager	\$90
Admin. Assistant	\$55
Intern	\$55

**Equipment, Materials, & Supplies**

ATVs/Trailers	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver		\$250.00	\$ 800.00	\$2,700.00



## Travel, Mileage, & Miscellaneous

Per diem per person, per day	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage	=	\$0.535/mile
Printing/Supplies/Phone/Fax/Po	=	Note 1
Specialized Software/Hardware	=	Note 2
Subcontractors	=	Cost
Laboratory Analysis	=	Cost
Other/Miscellaneous	=	Cost

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## Notes

1. Routine items included at no charge. Special items billed at cost.
2. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

**BIG WIND RIVER STORAGE, LEVEL II, PHASE 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 HDR Engineering, Inc. [Consultant], 8404 Indian Hills Dr., Omaha, NE 68114.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the effective date through June 30, 2020. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed four hundred seventy-one thousand, nine hundred thirty-one dollars, and ninety-two cents (\$471,931.92).

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

<u>Task</u>	<u>Estimated Cost</u>
1. Review of Background Information	\$ 19,942.50
2. Meetings and Project Management	\$ 21,550.00
3. Hydrologic Model Refinement	\$ 86,920.00
4. Environmental Assessment and Permitting	\$ 125,379.67
5. Geotechnical Investigation	\$ 48,861.25
6. Surveying	\$ 16,480.00
7. Conceptual Designs and Cost Estimates	\$ 44,540.00
8. Economic Analyses	\$ 20,000.00
9. Discretionary Task	\$ 54,218.50
10. Public Interest	\$ 2,040.00
11. Creation of a Geographic Information System	\$ 11,820.00
12. Draft Report	\$ 10,040.00
13. Report Presentations	\$ 4,695.00
14. Final Report and Deliverables	\$ 5,445.00
<b>TOTAL PROJECT COST</b>	<b>\$ 471,931.92</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the

Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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, under the assumptions listed in Attachment C, which is incorporated by reference.

**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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of nineteen (19) pages, Attachment B, consisting of two (2) pages, and Attachment C, 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Tony Rutherford, tony.rutherford@wyo.gov, (307) 777-7626.

Consultant: Blaine Dwyer, blaine.dwyer@hdrinc.com, (303) 885-6808.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory.

Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.
- If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.
- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**HDR ENGINEERING, INC.**

\_\_\_\_\_  
J. Mike Coleman, PE & LS, Sr. Vice President  
Employer Identification Number: 47-0680568

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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. Big Wind River Basin, Fremont County, Wyoming
2. Purpose. To perform a Level II, Phase II study for the Big Wind River Storage Project.
3. History. The Eastern Shoshone and Northern Arapaho Tribes are requesting continued study of the Big and Little Wind River Storage Projects. Phase I corroborated the need for additional storage in the drainage to help offset seasonal irrigation water shortages. The StateMod hydrologic model created under Phase I also revealed additional water availability with a current day priority water right in the basin under the terms and conditions of the Big Horn Adjudication.

A long list of potential storage sites that have been documented throughout various previous work was screened down to a short list of alternatives that appear to be able to supply supplemental water to offset the documented shortages, technically feasible, and the least environmentally damaging. Further, at a meeting with the Tribes in September, 2016, consensus was reached on which top sites to consider further. They are as follows:

- Crowheart No. 1
- Dinwoody Lake Enlargement
- Willow Creek Reservoir

Further Phase II analysis is recommended to refine project knowledge.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____

Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____

Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____
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Note: Any inflation costs, as determined by the consultant and Office project manager, will be applied to the Total Project Cost.

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

The Consultant will complete the following set of tasks for the Big Wind River Storage, Level II, Phase II Study:

#### **Task 1. Review of Background Information**

The Consultant shall gather and review any existing background information related to storage studies and the enlargement of existing reservoirs, hydrologic modeling, environmental conditions, cultural resources, geology, and other relevant subject matter available through and provided by the Office, Water Resources Data System, the United States Department of the Interior, Bureau of Indian Affairs, or any other agency with jurisdiction that may affect the construction of a project. Of particular importance is the review of the following literature available through the Wyoming Water Development Office: (1) the Big Wind River Drainage Level II, Phase I Storage Feasibility Study by Tetra Tech, Inc., December 2016; (2) The “Upper Wind River Storage Project – Level 1 Study” by SEH, November 2001; (3) The “Riverton East Irrigation Project” by Nelson Engineering, November 2001; and (4) the “Wind/Big Horn Basin Plan Update,” by MWH Americas Inc, May 2010.

There has been a significant amount of work completed on water storage in the Wind River Basin, and it is the Consultant’s responsibility to review this, and any other applicable material, to ensure that no duplication of effort occurs. Review of background information should be completed prior to any meetings being held.

Upon the completion of the review of background information, the Consultant shall budget for one (1) meeting with the Office project manager and Sponsor to present recommendations as to the direction of the Phase II scope of work and preferred storage site alternative with particular emphasis placed on the review of the StateMod modeling and Alternatives Analysis completed under the Phase I analysis. This shall take place at the onset of the Phase II Contract.

#### **Task 2. Meetings and Project Management**

Project meetings shall be conducted as approved by the Office project manager for the coordination of project activities and for keeping the Sponsor informed of project progress. Informal project meetings with the Office project manager and

Sponsor may be necessary during the course of the study to provide project direction. In addition, project progress meetings will be conducted monthly by teleconference with the Sponsor and Office.

The Consultant should assume a minimum of two (2) formal public project meetings in the study area with the Sponsor and local stakeholders. 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 for the meetings. The Consultant shall prepare meeting minutes for all meetings. In the interest of economy, meetings shall be scheduled to coincide with fieldwork, if possible.

No meeting shall be conducted without approval in advance by the Office project manager.

Should additional meetings be required, these meetings, schedule, agenda and additional costs will be approved by the Office project manager prior to conducting said meetings.

Project management activities include administrative project set-up, subcontractor management, project tracking, invoicing, and project closeout. Written progress reports shall be developed and submitted monthly.

### **Task 3. Hydrologic Model Refinement**

#### StateMod Model

If after completing Task 1, it is determined the StateMod model, developed during Phase I of the Big Wind River Storage, Level II Study (Phase I), requires additional modification to reflect hydrology, water management, and regulation in the basin and/or the complexities of the Big Horn River Adjudication, the Consultant shall coordinate with the Office project manager and Sponsor to complete such modifications.

Once the effectiveness of the model is validated, the Consultant shall continue to collect and incorporate available streamflow data, diversion records, reservoir data, and climate data into the StateMod model with the purpose of further refining water availability and needs estimates. Input data and model runs incorporating new reservoir operations shall be refined based on updated designs and information to determine the ability of the preferred alternative to address shortages. To develop reasonable assumptions, historical records and previous studies will be consulted and local experts will be interviewed. The Consultant shall budget for two (2) meetings with the Office to review assumptions pertaining to irrigation parameters and hydrologic system demands and should corroborate

the analysis with the pertinent State Engineer's Office representative(s). The assumptions must be approved by the Office project manager. Complete documentation shall be developed for all work performed.

It is anticipated that the previously developed StateMod model results will need to be summarized at various locations within the watershed to quantify streamflow changes to aid in evaluating impacts to the aquatic resources as presented in Task 4. The StateMod model will be revised to include the proposed preferred reservoir alternative and other operational constraints identified during discussions with the Sponsor and regulatory agencies. The Consultant shall develop a draft operating plan for the reservoir reflecting considerations and constraints developed as part of this task.

The Consultant shall prepare a hydrologic analysis memorandum suitable for inclusion as an appendix in the final report. The memorandum shall summarize the findings from this task and all models and accompanying data shall be packaged and delivered with the final report.

The Consultant shall coordinate with the Office project manager and the consultant conducting the Little Wind River Storage, Level II, Phase II study on any modifications and/or recommendations to the existing StateMod model.

#### Continued Temporary Stream Gauging

Should the Consultant, in consultation with the Office project manager, find it necessary to install additional temporary stream gauging equipment in order to further refine water availability and needs, the Consultant shall budget for the use of five (5) Office stream gauges. Should gauges be installed, the Consultant will be responsible for landowner clearance, permitting, protocol, installation, operation, maintenance, development of rating curves, data collection, seasonal removal, and all appurtenances associated with the operation of the stream gauges during the life of the Contract.

To avoid duplication of efforts, installation of temporary gauges should be coordinated with the State Engineer's Office, US Geological Survey, Sponsor, the University of Wyoming, and the National Weather Service.

**All proposed work and expenditures of funds under this task must be reviewed and approved by the Office project manager prior to initiating the effort.**

#### **Task 4. Environmental Assessment and Permitting**

The Consultant shall review and refine requirements of applicable state and federal permits and clearances necessary to construct the top candidate reservoir site as identified during Phase I and verified in this Phase II work or as potentially modified by this Phase II work. Permits and clearances shall include, but not be limited to, those that fall within the jurisdiction of the Clean Water Act, Endangered Species Act, Historic Preservation Act, 1964 Wilderness Act, the Fish and Wildlife Coordination Act, the Wyoming State Engineer's Office, the Wyoming Department of Environmental Quality, the US Forest Service, the State Lands and Investments Board, the Bureau of Indian Affairs, the Tribal Historic Preservation Office, United States Fish and Wildlife Service, and the Bureau of Land Management or any other agency with jurisdiction that may affect the construction of a project. Work shall include providing timelines and levels of effort.

This task will consist of coordination with permitting agencies, wetland mapping, an aquatic biological resources/fisheries assessment, and other tasks crucial to the refinement of environmental and permitting considerations as outlined herein.

##### Meetings

The Consultant project manager and one additional project team member will attend up to six (6) meetings to discuss permitting related issues with the Bureau of Indian Affairs (BIA), Tribal Historic Preservation Office (THPO), Wyoming Game and Fish Department (WGFD), United States Fish and Wildlife Service (USFWS), United States Army Corps of Engineers (USACE), or others as requested by the Office project manager. The purpose of these meetings is to corroborate analysis and any assumptions developed through the progression of this project. As part of this coordination effort, the Consultant shall prepare for a wetlands and aquatic resources delineation and a functional assessment of the wetlands by scheduling a work plan review meeting with the USACE Cheyenne, WY office to identify specific data to be collected during the site visit and review the survey plan. The Consultant shall incorporate revisions to the survey plan as mutually agreed to between the Consultant, the Office project manager, and the USACE. When the work for this subtask is substantially complete, the Consultant shall schedule a follow up meeting with the USACE to discuss the results and obtain input.

##### Wetland Mapping

The Consultant shall delineate wetlands and aquatic resources for the preferred alternative with a site visit in accordance with current USACE guidance. The survey area should consist of the proposed reservoir inundation area, proposed dam footprint, potential laydown and work areas, a 50 foot buffer around those areas, and any other potential project disturbance areas and drainage features that could be of aquatic resource interest to the USACE. The delineated wetlands

shall be classified according to methodologies set forth in Wetlands and Deepwater Habitats of the United States (Cowardin et al., 1979) or others as deemed appropriate by the permitting agency.

The wetlands and aquatic resources should be surveyed with a GPS unit capable of sub-meter accuracy. Procedures laid out in Task 12. Creation of a Geographic Information System should be followed. Wetland conditions shall be documented on the USACE Western Mountains, Valleys, and Coasts regional data forms. Sample points and potentially jurisdictional features shall be photographed and included with the documentation. The Consultant shall coordinate with the Sponsor and/or other necessary landowners to obtain the required permissions to access identified areas.

The Consultant shall prepare an Aquatic Resource Inventory (ARI) with the intent of submitting it to the USACE for a preliminary jurisdictional determination and feedback. The ARI should include descriptions of any wetland or aquatic resources identified within the survey area, wetland datasheets, photographs, and feature positions plotted on aerial backgrounds.

The Consultant shall identify up to five potential mitigation site locations. The locations should be selected to meet the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule (40 CFR Part 230). This rule states a watershed approach should be used during mitigation planning. The five locations should be evaluated during the field effort to ensure wetlands are not already present, to verify the potential size of individual sites, and to ensure the ecological conditions are such that a properly designed and constructed wetland mitigation site could be supported. Efforts should be made to locate the potential mitigation sites as close to the project as reasonably possible. The Consultant shall develop preliminary design alternatives, drawings, and associated cost estimates for each of the potential mitigation site locations to be incorporated into Task 8. Drawings for mitigation areas will include plans for the sites, wetland excavation, berm placement, and water management. A draft set of plans will be provided to the Office project manager and Sponsor for review and comment prior to inclusion in the draft report. A final set of plans will be delivered to the Office with the final report.

### Functional Assessment

The Consultant shall complete a functional assessment of the wetlands delineated using the Montana Wetland Assessment Method (2008) and prepare a technical memorandum that summarizes the functional assessment results. This should include a description of field indicators recorded during the site visit that will be used to identify how the wetlands may be impacted by reservoir water level fluctuations, in the case of an enlargement alternative, and/or water associated

with natural stream flow. Should the preferred alternative involve reservoir enlargement, hydrologic data and existing literature should also be reviewed to assess what hydrologic conditions currently support wetlands and to aid in evaluating what changes in hydrology may occur as a result of proposed reservoir modifications.

The technical memorandum should also provide a summary of literature that discusses the potential survival of wetland vegetation after hydrological modifications have occurred. This memorandum will be shared and discussed with the USACE with the goal of providing the USACE information that can be used to support the determination of wetland impacts and mitigation requirements.

#### Aquatic Biological Resources/Fisheries Assessment

The aquatic biological resources/fisheries assessment will involve tasks to define the study area; information gathering to characterize/identify important aquatic species and habitat; identification of potential impact issues; and review/evaluation of hydrologic data to understand the spatial extent and relative magnitude of flow changes on aquatic species. The following information provides a brief summary of the scope for these tasks.

- *Define Study Area* – The study area will be defined based on the determined areas of proposed disturbance as well as reservoir and stream segments where flow or water levels will change due to the preferred alternative. The flow/water level aspect of the study area will require a review of the hydrology model results.
- *Habitat Characterization* – A site visit will be conducted as part of the characterization of aquatic habitat at the reservoirs and streams. This information will be combined with published or unpublished data from WGFD or other sources.
- *Important Species and Habitat* – A literature review will be conducted to obtain information on aquatic species and habitat within the study area. The focus of the species information will be the occurrence and distribution of game fish or other special status fish or amphibian species in the study area. Fish abundance data also will be obtained if available. Habitat information to be obtained will include trout spawning and rearing locations and possible migration corridors. Key information sources will include WGFD and the U.S. Fish and Wildlife Service (USFWS).
- *Identify Impact Issues* – The Consultant shall, based on experience in conducting impact analyses for water development projects, identify and characterize the impact issues associated with aquatic biological resources.



Examples of impact issues include effects of flow diversions and flow changes on fish and special status aquatic species in stream segments; effects of water volume/level changes on aquatic species in reservoir sites; and effects of water quality changes on aquatic species from water input or surface disturbance. Issues that represent constraints or fatal flaws also will be identified, as well as any mitigation efforts anticipated.

- *Review/Evaluate Spatial Extent and Magnitude of Flow Changes* – Hydrology model results will be reviewed to estimate the spatial extent and magnitude of flow-related effects on aquatic species. The Consultant and Office project manager will discuss the scenarios that should be used for the evaluation. It is suggested that monthly flow data for representative dry, average, and wet years should be used in these scenarios.
- *Technical Memorandum* – Information resulting from the above tasks will be used to describe aquatic biological resources in the preferred alternative study area, as well as identification of impact issues and an evaluation of potential flow changes on aquatic species and habitat.

#### Water Quality

The Consultant shall identify anticipated impacts on, or improvements to, water quality which may occur as a result of constructing the preferred alternative (i.e. – total dissolved solids or total suspended solids, metal concentrations, etc.). Reservoir sedimentation and longevity shall be determined.

#### Cultural and Paleontological Resources

The Consultant shall refine cultural/archeological resource survey data developed during Phase I by completing a Class III survey to evaluate impacts of the preferred alternative. The Consultant shall identify whether impacts have a potential to be considered a fatal flaw and develop preliminary mitigation plans in coordination with the appropriate agencies where appropriate.

The Consultant shall coordinate with the appropriate agencies to determine if geologic units associated with the preferred alternative have potential for the presence of paleontological resources. If present, the Consultant shall evaluate the potential impacts to the project and determine the level of effort to complete a paleontological survey as part of future efforts.

#### Dam Hazard Classification

The Consultant shall determine the potential hazard classification of the preferred alternative. The Consultant shall identify potential hydrologic consequences

downstream and seek council from the Wyoming State Engineer's Office to make the determination.

### Purpose and Need

Based on information gathered in other tasks within this study, and the previous work conducted, the Consultant shall draft a "purpose and need" statement written from the State of Wyoming and the beneficiaries' perspective. The Consultant shall also identify any secondary benefits that would mitigate adverse impacts. This shall include, but not be limited to, recreation, flood control, and wildlife and fisheries habitat enhancement.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

### **Task 5. Geotechnical Investigation**

The Consultant shall review site geology and map site features. Geologic mapping will, at a minimum, include the area that encompasses the dam foundation, spillway, and limits of the reservoir as well as other major project features. The Consultant shall conduct a geotechnical engineering investigation of the preferred alternative site to evaluate subsurface conditions. The Consultant shall prepare, for the Office project manager's review, a drilling and test pit program plan. Subsequent to Office authorization of the plan, the Consultant shall advance soil borings, conduct on-site testing, excavate test pits, and complete laboratory testing necessary to characterize the embankment and spillway foundation conditions, inundation area, and the on-site materials available for construction. Potential borrow areas will be identified. A Geotechnical Data Memorandum, summarizing field explorations, laboratory testing, and subsurface conditions, will be prepared. The Consultant shall be responsible for obtaining any permits necessary to carry out the geotechnical investigation.

The Consultant shall conduct a seismic evaluation of the preferred reservoir alternative. The location of significant faults throughout the general area shall be determined along with earthquakes which have occurred within the vicinity of each alternative. A design earthquake shall be determined for the site, and the seismicity characteristics of the area shall be considered in the stability calculations. The data produced by previous Commission studies, as well as published USGS information, shall be used wherever possible to prevent duplication of effort.

The primary objectives of the investigations are to: 1) supplement existing archival information to support layout and preliminary analyses of the proposed reservoir alternative; and 2) identify any potential fatal flaw or challenging geologic or

geotechnical conditions that may significantly impact the technical feasibility and/or construction cost of the proposed reservoir alternative.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

#### **Task 6.        Surveying**

A topographic survey of the preferred reservoir alternative site, including all potential project features, will be performed to support the development of the conceptual design and cost estimates. The survey will be of the accuracy to produce 1 foot contours. A scalable topographic map will be prepared, along with an electronic version prepared in AutoCAD showing all features.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

#### **Task 7.        Conceptual Designs and Cost Estimates**

For the preferred alternative, the Consultant shall complete the following analysis and actions using new information to build upon and refine Phase I data as appropriate.

The Probable Maximum Precipitation (PMP) and corresponding Probable Maximum Flood (PMF) will be developed to determine conceptual spillway layouts for the preferred alternative.

#### PMP/PMF

A flood hydrology study for the watershed will be performed in accordance with current Wyoming Dam Safety and/or Bureau of Indian Affairs guidelines as deemed appropriate. The flood hydrology shall be developed using the USACE computer program HEC-HMS, version 4.1 or newer. The Consultant shall coordinate with the Office project manager and the State Engineer's Office Safety of Dams Division to incorporate the utilization of the State of Wyoming PMP Evaluation GIS Tool to develop the PMP analysis or other as deemed appropriate by the permitting agency. The basin wide infiltration rates and unit hydrograph will be developed using the methodologies presented in the Flood Hydrology Manual (Cudworth). A technical memorandum will be developed to summarize the development of the PMP and corresponding PMF.

### Geotechnical Analyses

A static slope stability analysis will be performed using two-dimensional limit-equilibrium procedures on the maximum section of the proposed configuration. The steady state (normal maximum pool) loading condition and the rapid drawdown loading condition will be analyzed.

Available data will be reviewed to determine the liquefaction potential at the preferred reservoir alternative site.

In the case that the preferred reservoir alternative is an enlargement to an existing facility, a filter compatibility analysis will be completed to evaluate the internal erosion potential of the existing materials of the zoned embankment and the new materials proposed for the preferred reservoir alternative. The evaluation will utilize methods established by Foster and Fell (2001) to determine if the existing materials are sufficiently fine to be characterized as either no erosion potential, excessive erosion potential, or continuing erosion potential.

In the case that the preferred reservoir alternative is an enlargement to an existing facility, material characterization will be performed for existing embankment materials and materials identified for the embankment raise. The characterization of these materials will be based on available information and additional information obtained from the planned geotechnical investigations.

### Erodibility Evaluation

An evaluation of the erodibility potential of the spillway chute will be performed for the preferred reservoir alternative. This evaluation will include utilizing the geologic mapping, geotechnical investigations, and laboratory tests conducted as part of task 5, and using current state-of-the-practice methods on erosion potential for spillways. Erodibility parameters will be established based on available information and additional information obtained from the planned geotechnical investigations. A technical memorandum will be prepared summarizing the findings of this evaluation, and recommendations will be made as to the suitability of the spillway design.

### Conceptual Design Drawings

Conceptual design drawings will be prepared to aid in the evaluation of project feasibility. The conceptual design drawings shall include development of all anticipated project components including, but not limited to, existing site conditions, a plan view, section and details for the main dam embankment, dike and spillway, wetland mitigation plans from Task 4, and construction details (e.g. – limits of construction, staging areas, etc.). Additional design drawings may

include details related to foundation treatment or modifications to the outlet works on an existing facility. A draft set of conceptual design drawings will be provided to the Office project manager for review and comment prior to inclusion in the draft report. A final set of conceptual design drawings will be delivered with the final report.

The Consultant shall develop a draft of the construction sequencing and activities necessary to complete the preferred reservoir alternative (Gantt Chart) for the Office project manager to review which will later be refined and delivered with the final report.

### Construction Cost Estimate

The Consultant shall revise preliminary construction cost estimates prepared during Phase I and life cycle cost analyses based on the conceptual design drawings for the preferred alternative. This task will involve calculating material quantities and estimating equipment, material, and labor costs for the proposed construction and preparing an engineer's Opinion of Probable Project Costs (OPPC) based on local material supplier price data, data from R.S. Means' Heavy Construction Cost Data, other industry standard sources, and price data developed by the Consultant for previous final design/construction projects.

The Consultant shall prepare an itemized project budget that includes costs for design engineering, permitting, mitigation, land acquisition, legal, access, right of ways, construction, construction engineering, operation, maintenance and replacement, and a financing plan. In addition, the Consultant shall estimate costs for water management during and after construction. The estimate will include unit and lump sum prices of the required construction items. The cost estimate will include estimated overhead, profit, taxes, and fees for cost allowances.

The Consultant shall prepare the OPPC in tabular form. The table will be broken down into both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement will be prepared as outlined in Attachment "A" Scope of Services, Subsection C. 3. of the original Contract.

The OPPC should be based on the year when this work is performed. The Consultant will work with the Office project manager to select 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 herein.

**Task 8. Economic Analyses**

The Consultant shall prepare an economic analysis of the costs and benefits of the preferred reservoir alternative site using new information to build upon and refine Phase I data as appropriate. The purpose of this analysis is to assist in determining a fair and equitable financing plan for the preferred reservoir alternative and provide information on the beneficiaries' ability to pay for a portion of the project and all of the operation, maintenance, and replacement costs. The analysis should include an estimate of direct and indirect benefits which can be used to justify a recommended increased level of State funding assistance. The Consultant shall work with the beneficiaries to determine anticipated system revenues and expenses that will accrue once the project is constructed. The Consultant shall generate recommendations relative to the annual financial commitments that the beneficiaries could make to retire the construction debt and make the project financially self-supporting.

The Consultant shall also consider any potential alternative funding sources available to the area.

**Task 9. Discretionary Task**

The Consultant will place \$54,218.50 of the added 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.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

**Task 10. Public Interest**

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. The Consultant shall also determine 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. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for any GIS created as part of the project.

- a. DATA PLAN. The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system

which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. **No work shall proceed until this plan is approved in writing by the Office project manager.**

- b. **FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs, and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum and stored in feet for all mapped features. Project GIS deliverables may also include linked non-spatial data/databases (.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). As a minimum, collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

## **Task 12. Draft Report**

The Consultant shall submit to the Office up to five (5) hard copies of a draft report describing the results of all work completed in this study no later than March 1, 2019. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of

the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **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); 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 any 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 2.

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 Phase 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 receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before August 1, 2019. These final documents and materials shall include: 1)



Twelve (12) [MIN] hard copies of the final report and 2) Twelve (12) [MIN] hard copies of the executive summary. The 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) [MIN] CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy.

Five (5) [MIN] CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies.

Five (5) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the hydrologic/hydraulic model project files, and all associated files, shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. One of these copies will be included in the project notebook.

Five (5) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files, will be provided. The GIS project files should be provided as ESRI ArcGIS .mxd files saved with relative path names to data sources, and shapefiles shall be saved in the decimal degree coordinate system with a NAD83 datum, and stored in feet, for all mapped features.

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. 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 2017**

**HDR ENGINEERING, INC.**

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	\$210
Senior Project Manager	\$195
Project Manager	\$170
ASME Disciplines	\$175
Engineer V	\$170
Engineer IV	\$155
Engineer III	\$135
Engineer II	\$120
Engineer I	\$105
Engineering Technician III	\$115
Engineering Technician II	\$100
Engineering Technician I	\$ 90
Cadd/GIS Technician IV	\$130
Cadd/GIS Technician III	\$110
Cadd/GIS Technician II	\$100
Cadd/GIS Technician I	\$ 90
Right of Way III	\$170
Right of Way II	\$155
Right of Way I	\$130
Environmental Scientist V	\$170
Environmental Scientist IV	\$155
Environmental Scientist III	\$135
Environmental Scientist II	\$120
Environmental Scientist I	\$105
Senior Land Surveyor	\$145
Land Surveyor	\$130
Survey Technician III	\$110
Survey Technician II	\$100
Survey Technician I	\$ 90

Senior Construction Manager	\$170
Construction Manager	\$140
Construction Engineer	\$120
Construction Field Rep	\$ 90
Public Involvement III	\$140
Public Involvement II	\$110
Public Involvement I	\$ 90
Accountant	\$100
Graphic Designer	\$ 90
Admin Assistant	\$ 70

### **Direct Expenses**

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
Mapping Grade GPS	\$ 20.00 per hour
Mileage	\$ 0.535 per mile

#### Copies:

24" x 36" Mylar	\$15.00 each
Plots Bond	\$ 8.00 each
Plain Paper Copies	\$ 0.15 each
Plain Paper Copies 11" x 17"	\$ 0.25 each
Color 11" x 17" Copies	\$ 1.25 each

### **Other Reimbursable Expenses**

Lodging	At Cost
MI&E	\$51.00 per day

## **OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Hourly equipment charges apply to specific equipment used on the project.

## **ATTACHMENT “C” SCOPE OF SERVICES ASSUMPTIONS**

### **Task 1. Review of Background Information**

- The Data Review meeting is to be conducted in Cheyenne, Wyoming and attended by the Consultant’s Project Manager, Assistant Project Manager, StateMOD task lead, and one additional team member.

### **Task 3. Hydrologic Model Refinement**

- All files developed for the Phase I model including the Project Notebook will be provided. This data includes:
  - The Hydrobase Database and all files used to develop the data incorporated in the Hydrobase database – Including files of raw data (streamflows, diversions, and reservoir end-of-month contents, etc.) and synthesized data. All documentation (memos, etc.) of approaches that were used to fill missing data or model specific structures or operations in the basin including literature, meeting notes, etc. used to support development of model input.
  - StateMod input files developed under Phase I for all modeled scenarios and a full model data set including all command files (StateDMI and TSTool) and time series files.
  - StateCU files used to generate the irrigation demands for the Current Demand and Total Water Righted Acreage Scenarios.
  - GIS Coverages and associated databases – All the coverages used to assign acreages to ditch systems and water rights including:
    - Ditches and their service areas
    - Irrigated Acreage
    - Background aerial photos and other base maps

### **Task 4. Environmental Assessment and Permitting**

#### Meetings

- For each agency meeting, the Consultant shall prepare an agenda that will be sent to the meeting participants prior to the meeting, and a summary of the meeting focusing on key discussion topics and action items will be provided following the meeting.
- Agency meetings will be documented through agendas, attendance logs and meeting notes to provide a record of the agency interface process conducted to help determine the preferred alternative.

### Wetland Mapping

- Only one mobilization will be required for the wetland delineations to be done on both the Big and Little Wind projects.
- Species-specific surveys are not included in this scope of work. Communication with the WGFD and literature review will preliminarily inform characterizations of wetland plant species presence.

### Aquatic Biological Resource/Fisheries Assessment

- The Aquatic Biological Resources and Fisheries Assessment will be conducted only for the preferred alternative.
- Only one mobilization will be conducted on both the Big and Little Wind projects.
- Species specific surveys are not included with this task.
- A one-day site visit is included in this scope; if additional days are required to evaluate the entire study area, a modification to the scope will be required.

### Water Quality

- Limnological analyses are limited to the assessment of potential effects that could reasonably affect the selection of the preferred alternative.

### Cultural and Paleontological Resources

- Site identification and recordation are the only field tasks included in the survey. Additional evaluation, if needed, will be conducted in future phases of the project.
- THPO will share previous site information and help identify potential archeological fatal flaws at any of the reservoir sites.
- THPO archaeological technicians will work cooperatively with the Consultant to complete field work and site characterizations in an expeditious manner in accordance with consultant work plans and schedules.
- Due to the remote nature of the work and the amount of time Tribal members might need in evaluating sites, 100% survey may not be accomplished. The MOA will, however, describe the process for additional identification, evaluation, and mitigation of additional sites and provide a cost estimate for future work phases. The MOA will document the Tribes' commitments on the processes to be used for any future site work and provide conclusions on the types and degree of mitigation for each category of cultural resource.
- This is a non-collection survey. The budget for this project assumes that no artifacts will be collected, cleaned, or curated. Artifacts will be photographed and described in-situ and remain in those locations.

### Dam Hazard Classification

- Available topographic data, generally 1:24,000, 40 foot contour, will be used for hydraulic modeling.
- Dam breach analysis will be completed using HEC-RAS with simplifying assumptions for structures, culverts, and bridge crossings.
- Model resolution will be limited to major features impacting overall flow patterns.
- Hazard Potential classification will be completed based on evaluation of average flow depth and velocity at impacted structures. Flood timing, loss of life, and flood risk analyses are not included.

### **Task 5. Geotechnical Investigation**

- A single preferred site will be investigated.
- Weather conditions allow for one (1) continuous site investigation duration with one (1) mobilization.
- Exploration program assumes up to four (4) borehole locations along the axis of the dam, up to two (2) borehole locations along the spillway, and up to four (4) additional borehole locations to explore conveyance alignments, reservoir rim, potential borrow areas, and potential geologic hazards.
- All test borings can be advanced to planned completion depth by either hollow stem auger or air rotary drilling methods.
- The test boring locations are accessible with standard 2-wheel drive truck-mounted drilling equipment
- Bedrock depths range between 20 to 90 feet.
- The exploration program assumes two (2) days of backhoe operation for excavation of test pits in potential borrow areas and to supplement the borehole program.
- The Consultant shall be responsible for landowner clearance, and right of entry permits. The WWDO and Sponsor will assist, if requested, in contacting landowners and obtaining access.
- Additional geotechnical and seismic programs will be required in future phases or projects to develop final designs.

### **Task 7. Conceptual Designs and Cost Estimates**

- Additional seismic or deformation analysis may be required in future phases or projects to develop final designs.
- Preliminary reservoir routing will be performed to determine a reasonable combination of dam crest elevation and spillway capacity but no hydraulic modeling will be performed to simulate spillway flow characteristics.

**BITTER CREEK/EAST FLAMING GORGE 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 Anderson Consulting Engineers, Inc. [Consultant], 375 E. Horsetooth Road, Bldg. 5, Fort Collins, CO 80525.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two hundred fifty-nine thousand, five hundred dollars (\$259,500).

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>
Task 1. Project Meetings and Public Participation	\$ 17,000
Task 2. Review of Background Information	\$ 6,000
Task 3. Watershed Inventory and Characterization	\$ 103,000
Task 4. Streamflow Hydrology	\$ 16,000
Task 5. Management and Rehabilitation Plan	\$ 68,000
Task 6. Cost Estimates	\$ 7,000
Task 7. Economic Analysis	\$ 6,000
Task 8. Permits	\$ 6,000
Task 9. Draft Report	\$ 16,000
Task 10. Draft Presentations	\$ 3,500
Task 11. Final Reports and GIS Deliverables	\$ 11,000
<b>TOTAL PROJECT COST</b>	<b>\$ 259,500</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be



retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of twenty five (25) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Peter Gill, [peter.gill@wyo.gov](mailto:peter.gill@wyo.gov), 307-777-7626.

Consultant: Jay Schug, [jay.schug@acewater.com](mailto:jay.schug@acewater.com), 970-226-0120.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not



be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**ANDERSON CONSULTING ENGINEERS, INC.**

\_\_\_\_\_  
Bradley A. Anderson, President  
Employer ID No: 84-1478050

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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: Located in Sweetwater County, the study area covers approximately 2,800 square miles of Bitter Creek, Salt Wells Creek, Killpecker Creek, Red Creek and numerous tributary watersheds to the east of Flaming Gorge Reservoir. The watershed has a mixed economy dominated by livestock, but includes farming, mining and gas extraction. Medium density housing exists in the watershed near Reliance, Superior, and the Town of Rock Springs.
2. Purpose: The Sweetwater County Conservation District requests a watershed study to evaluate current watershed function, water availability and the hydrology/hydrogeology. The District is interested in enhancing watershed processes and repairing or developing new water supplies for livestock. The Bureau of Land Management and Department of the Interior owns approximately 65% of the study area managed primarily for livestock grazing. Understanding the condition of rangeland, wetlands, and riparian areas within the drainage will help with erosion and water quality issues on bacteria and Chloride listed Bitter Creek. Water projects that can be packaged into a rehabilitation plan is of interest to the conservation district and its partners. This information would provide baseline data from which the District can pursue implementation of management practices that address the natural resource issues within the drainage.
3. History: The Commission has completed several Level I and II studies in the project area. They are as follows.
  - *Sediment Transport Studies of the Little Snake, Yampa, and Green River Systems*
  - *Aquifer Testing of Ericson Formation for City of Rock Springs, Wyoming*
  - *Rock Springs East Water Supply Master Plan Level I*
  - *Available Groundwater Determination Technical Memorandum, WWDC Green River Basin Water Plan II Groundwater Study Level I (August 2010)*

- *Green River Ground Water Recharge and Alternate Storage Level I Project*
- *Green River Basin Plan, Final Report*

Additional information is available at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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 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 five (5) public 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 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, etc.

## **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 that lists existing studies and links or copies of the referenced study and a Geographic Information System (GIS) file that shows existing and completed WWDC planning and construction project locations.

## **Task 3. Watershed Inventory and Characterization**

This task of the Watershed Study involves an inventory, description, and in some cases, an analyses 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 inherent 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.

**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	
	<b>(II) Geomorphology</b>	a. Stream Classification	
		b. Channel Structure and Stream Stability	
		c. Sediment Transport	
	<b>(III) Groundwater</b>	a. Aquifers and Springs	
		b. Groundwater Use, Base Flow, and Recharge	
	<b>(IV) Geology</b>	a. Topography	
	<b>(V) 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, Municipal, and Industrial Water Use</b>	a. Potable Water Systems	
		b. Industrial and Mining	
	<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	

## A. Physical Systems

The Physical Systems within the watershed shall be catalogued as outlined below with respect to the following categories: Surface Water; Geomorphology; Groundwater; 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.

Deliverables under the Hydrography topic are anticipated to consist of a narrative or description contained within the final report; referenced GIS data source(s) in the final report; and any necessary maps, charts, tables, etc. inserted into the final report.

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.

### (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 Rosgen Analysis. 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.

b. Channel Structure and Stream Stability: Channel structure, morphology, and stability of stream systems will be assessed where appropriate. Channel segments of specific interest will be identified for future study and mapped. Locations of headcuts, nickzones, geologic controls, man-made grade control structures and “hard points” shall be identified and mapped. Proper Functioning Condition (PFC) and NRCS Stream Visual Assessment Protocol (SVAP) assessments may also be incorporated where applicable.

c. Sediment Transport: The Consultant shall inventory and describe occurrences of erosion and sedimentation primarily based on interviews with landowners and others or empirical evidence obtained during any in-field reconnaissance and public outreach. Opportunities for improvement shall be identified and mapped.

Deliverables for all topics under the Geomorphology category are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions fully documented within the final report.

### (III) Groundwater

Watershed topics and deliverables under the Groundwater category are anticipated to consist of some combination of the following elements:

a. Aquifers and Springs: In order to characterize the hydrogeology of the watershed and the groundwater utilization in the subwatersheds, aquifers will be described and mapped using existing data. Alluvial aquifers, general groundwater flow direction, bedrock aquifers, artesian conditions, spring locations, and groundwater usage shall be discussed and mapped as appropriate. More detailed analysis may be provided where geology or soils have a significant effect on watershed functions.

**b. Groundwater Use, Base Flow, and Recharge:** Groundwater base flow contributions and groundwater recharge rates will be summarized based on information drawn from any available past studies and research that may have involved geology, soils, precipitation, surficial aquifers, and flow measurements. Estimate systems, patterns, and rates of natural recharge, and identify natural ground water discharge (e.g., springs, gaining streamflow, etc.). Map all groundwater use and features in the watershed (wells, spring discharge, etc.). Identify any groundwater control areas designated by the WSEO. Approximate baseflow contribution to streams using local investigations and WSGS methods and data (<http://sales.wsgs.wyo.gov/wyoming-state-geological-survey-statewide-groundwater-baseflow-study/>).

Deliverables for all topics under the Groundwater category are anticipated to consist of written descriptions; GIS data (packaged and delivered or sourced and referenced (SuiteWater GIS) within the final report if available); any necessary maps, charts, tables, etc. inserted into the final report; and any necessary analyses and respective conclusions fully documented within the final report.

#### (IV) 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.

#### (V) 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 2015-4 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. Proper Functioning Condition (PFC) assessments have been widely conducted in the watershed, incorporate where applicable.

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 associate all irrigated lands mapping generated in this task with either a dry, average, or wet year in terms of streamflow hydrology. 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 3 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. 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.

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 may be identified.

Deliverables for Agricultural Water Use topics are anticipated to consist of written descriptions; GIS data (packaged and delivered); 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.

#### (II) Domestic, Municipal, and Industrial (DMI) Water Use

Within the DMI 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 DMI 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 e-Permit system or any other available source.

**b. Industrial and Mining:** The Consultant shall identify, describe, and map significant industrial water users or mining activities within the watershed. Water use should be quantified as estimated from water right information obtained from the WSEO e-Permit system or other available sources. Briefly describe any water quality or environmental concerns that have been identified as the result of mining or other industrial activities. Information on active or abandoned oil and gas wells within the watershed should be presented as obtained from the WOGCC.

Deliverables for DMI Water Use topics are anticipated to consist of a written description; GIS data (packaged and delivered); 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 are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions 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 (viable or non-viable). Based on this inventory, an assessment of areas in need of additional watering facilities shall be identified, mapped, and described.

Deliverables for the Upland Water Storage topic are anticipated to consist of a written description; GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented within the final report.

#### (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. 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.

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 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 gauge data, or alternative applicable techniques to characterize streamflow in the watershed. 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. Coordination with ongoing TMDL runoff and streamflow estimates in the basin shall be done in order to eliminate duplication of effort where appropriate.

Streamflow for each HUC 10 should be summarized on a monthly and annual basis for dry, average, and wet years. Classification of the dry, average, and wet years may be based on a prior analyses or proposed by the Consultant. The classification of dry, average, and wet years shall be described 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 the 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 gauge flow, synthesized flow, naturalized flow, or depleted flow, etc.

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

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 acquire and install stage monitoring equipment and develop a rating curve (stage-discharge relationship) for applicable streams. To establish each stream gage site, the Consultant shall choose the most suitable location possible. 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. 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.

Deliverables for this task are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any necessary analyses and respective conclusions fully documented within the final report.

### **Task 5. 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 flood impacts and control, enhance recreation opportunities, 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.

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 7.
- 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 designs should include a description of the project and its purpose. Project designs should be of sufficient detail to estimate costs (Task 7), 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 (Task 6) and potential volume to be supplied or saved through the development of the project.

### **Task 6. Cost Estimates**

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. Estimates shall be based on the year the watershed study is completed or nearest to.

Cost estimates for small scale projects, such as those eligible for WWDC SWPP Grants, shall be inclusive of the above and take into account 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.

### **Task 7. Economic Analysis**

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 8. 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 2015-4, Greater Sage-Grouse Core Area Protection.

#### **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 17, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. Each CD/DVD shall be labeled.

The project Sponsor shall be provided one of the hard copies of the draft report for review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and pdf copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 10. Draft Presentations**

After submittal of the draft report, the Consultant shall present the draft 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); 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 an additional presentation in Casper or Cheyenne to present either the draft or final results (depending upon scheduling) to the Commission. All presentations described in this task 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 presentations not less than once each week for two weeks prior to the presentations and should budget accordingly.

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

After receipt and incorporation of the Office and the Sponsor's review comments from both the draft report and presentations, the Consultant shall submit all final documents and materials to the Office on or before November 16, 2018. These final documents and materials shall include twelve (12) hard copies of the final report and executive summary. The executive summary shall outline the purpose, findings, recommendations, and configuration of the project and 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report and will be the same version as the hard copy. Each CD/DVD shall be labeled.

Two (2) CD/DVD copies containing the final report and executive summary in original formats (Word, Excel, etc.) and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall be labeled.

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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant, and date.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file and all associated files will be provided. The GIS project files should be provided as ESRI

ArcGIS mxd files saved with relative path names to data sources. All GIS products shall be prepared and delivered with respect to the following standards:

**DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.

**FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.

**FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a "data dictionary," with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.

**PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**ANDERSON CONSULTING ENGINEERS, INC.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Principal Engineer	\$190.00
Principal Engineer	\$180.00
Senior Project Manager	\$155.00
Project Manager	\$130.00
Senior Engineer/Scientist II	\$118.00
Senior Engineer I	\$105.00
Project Engineer II	\$ 99.00
Project Engineer I	\$ 92.00
Engineer II	\$ 85.00
Engineer I	\$ 80.00
Senior GIS/CAD Technician	\$ 90.00
GIS/CAD Technician II	\$ 85.00
GIS/CAD Technician I	\$ 73.00
Administration	\$ 65.00
Administrative Assistant	\$ 60.00

**ACE Affiliate**

Donald Tranas	\$ 75.00
Ron Vore	\$ 80.00

**Other Directs Costs**

Airfare .....	@ cost	In-house B&W Copies.....	\$0.10/copy
Meals/Lodging .....	@ cost	In-house Color Copies.....	\$1.00/copy
Mileage .....	\$0.535/mile	In-house B&W Plotter.....	\$5.00/plot
		In-house Color Plotter.....	\$10.00/plot

All other direct costs such as communications, equipment rental, materials, laboratory services, shipping and reproduction will be charged at cost.

**BUFFALO GROUNDWATER SUPPLY, 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 Wyoming Groundwater, LLC [Consultant], 710 Garfield Street, Suite 345, Laramie, WY 82070.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of this Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred seventy-nine thousand dollars (\$179,000).

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

<u>Task</u>	<u>Estimated Cost</u>
<b><u>Phase I</u></b>	<b><u>Meetings, Investigations, Well Testing Program</u></b>
Task 1. Meetings	\$ 6,000
Task 2. Review of Existing Information	\$ 7,000
Task 3. Hydrogeological Investigation	\$ 15,000
Task 4. Well Testing Program	\$ 8,000
Task 5. Water Quality Testing	\$ 4,000
Task 6. Consultant Services During Well Testing Program	\$ 25,000
Task 7. Well Testing Program Services and Subcontracts	<u>\$ 50,000</u>
<b>SUBTOTAL PHASE I TASKS</b>	<b>\$ 115,000</b>
<b><u>Phase II</u></b>	<b><u>Conceptual Designs, Cost Estimates &amp; Reports</u></b>
Task 1. Identification and Selection of Alternatives	\$ 10,000
Task 2. Conceptual Designs and Cost Estimates	\$ 15,000
Task 3. Identification of Permits and ROWs for Construction	\$ 2,000
Task 4. Creation of a Geographic Information System (GIS)	\$ 2,000
Task 5. Water System Financing	\$ 2,000
Task 6. Draft Report	\$ 20,000
Task 7. Report Presentations	\$ 3,000
Task 8. Final Report and Deliverables	<u>\$ 10,000</u>
<b>SUBTOTAL PHASE II TASKS</b>	<b>\$ 64,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$ 179,000</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for

the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of nineteen (19) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Keith E. Clarey, [keith.clarey@wyo.gov](mailto:keith.clarey@wyo.gov), (307) 777-7626.  
Consultant: Chris Moody, [cmoody@bresnan.net](mailto:cmoody@bresnan.net), (307) 760-3790.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State.

Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The

Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.

- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.



(x) **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WYOMING GROUNDWATER, LLC**

\_\_\_\_\_  
Chris Moody, P.G., Sole Member  
Employer ID #86-1097400

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 project area is located from the City of Buffalo to a Madison Aquifer deep well, which is located approximate 15 miles south of the City, at the mouth of Crazy Woman Creek. The project is located in Johnson County, Wyoming, and is located within the Powder River Basin.

2. Purpose: To perform a Level II study for the Buffalo Groundwater Supply project. This Level II feasibility study is to investigate the potential use of an existing deep Madison Aquifer well as a groundwater supply for the City of Buffalo.

3. History: The City of Buffalo was approached by Margaret R. Drury concerning selling a Madison Aquifer well to the City. The well is located near the mouth of Crazy Woman Creek and is adjudicated with a yield of 300 gpm. The 3,809-foot deep well is an artesian flowing well with a reported flow rate of 1,500 gpm and with a shut-in pressure of 275 psi (635 feet of head). The 7-inch diameter casing would accommodate a 350-gpm pump. The well is used to bottle and sell water in local stores and it is believed that the water quality is good. Past WWDC studies include:

2006	Buffalo-Sheridan Area Water Supply & Lake DeSmet Regional Master Plan	Level I	\$600,000
2014	Buffalo Master Plan	Level I	\$190,000

#### References:

Plains Engineering, Buffalo Hydrogeologic Reconnaissance, January 1982.

WWC Engineering, Inc., Buffalo Master Plan, Level I Study, Final Report, July 2015.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

#### **PHASE I – MEETINGS, INVESTIGATIONS, WELL TESTING PROGRAM**

##### **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, 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 meetings in the project area, which will be scheduled at the discretion of the Office project manager depending on developments during the study.

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 Sponsor.

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

The Consultant will gather and review the existing information related to the Drury well and the adjacent area. This includes information available through the Sponsor, Office, Water Resources Data System (WRDS), Wyoming State Engineer's Office (WSEO), Wyoming Department of Environmental Quality (WDEQ), Water Quality Division (WQD), and any other sources as appropriate.

Previous reports on the well shall be included in the existing information reviewed. The Consultant shall compile these data for the Drury well and compare the well to WDEQ/WQD and WSEO, and U.S. Environmental Protection Agency (EPA) standards for well construction and potential use of this well as a public drinking water supply well. The Consultant shall work with the WDEQ to determine if the Drury well could be permitted as a drinking water well for the Sponsor.

The Consultant shall review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect this project.

### **Task 3. Hydrogeological Investigation**

The Consultant shall conduct a hydrogeological investigation of a potential source for developing a groundwater supply well for the City of Buffalo in the area of the Drury well, or optional well sites closer to the City. The Consultant shall consider the hydrogeology and available groundwater resources of the Madison Limestone, which is identified as the aquifer for this existing well.

The primary purpose of this task is investigate the hydrogeologic setting of the Drury well and also to identify potential test well drilling sites closer to the City, if the Drury well is determined to be not suitable for the City's use.

The Consultant shall use the available hydrogeological data sources and Drury well testing data collected during this study to determine favorable hydrogeological conditions for developing a groundwater supply for the Sponsor. The Consultant shall also consider other potential Madison Aquifer well sites or other alternative sources of groundwater supply, if feasible.

### **Task 4. Well Testing Program**

The Consultant shall prepare a Well Testing Program for determining the feasibility of using the existing Drury well as a potable groundwater supply for the Sponsor. This program will be developed with input from the well owner, the Sponsor, and the Office project manager. **The Consultant shall submit this program to the Office project manager for written approval prior to proceeding.**

The Consultant shall acquire all permits, easements, and clearances necessary for conducting the Well Testing Program, i.e.: State Engineer's Office, Department of Environmental Quality, United States Bureau of Land Management, United States Forest Service, landowner consent, archeological clearance, etc.

The developed Well Testing Program shall include the specifications and details of the geophysical logging suite, the downhole video camera survey, flow testing, pumping tests, and water quality testing to be conducted.

The Consultant shall solicit cost estimates from well services contractors to perform these services under the approved Well Testing Program. The Consultant shall analyze the cost estimates received and select contractors, after consulting with the Office project manager. The Consultant shall contract directly with the contractors, as needed.

The preparation of the Well Testing Program shall include the following components, if feasible:



- a. Geophysical Logging and Downhole Camera Survey. The Consultant shall conduct geophysical well logging and also a downhole camera survey of the existing Drury well. Note: The camera survey will likely not be feasible because of the well depth (3,809 feet) and water pressure (~1,650 psi). The purpose of the logging and survey are to fully evaluate the current condition of the existing Drury well. The suite of geophysical well logs the Consultant shall use will be determined in consultation with the well owner, Sponsor, and the Office project manager.
- b. Flow Testing. The Consultant shall conduct flow testing of the Drury well in accordance with the approved Well Testing Program. Special safety precautions will need to be observed due to the reported 275 pounds per square inch (psi) (635 feet of head) well shut-in pressure at the wellhead. The Consultant shall monitor and record the flow rates and the water pressures during the flow test and also during the recovery after the well is shut-in at the end of the flowing test.
- c. Pumping Tests. The Consultant shall conduct the pumping tests of the Drury well in accordance with the approved Well Testing Program. These pumping tests may include step tests, recovery tests, and a constant-rate discharge test. It is assumed that a pump will need to be installed and removed from the Drury well to accomplish these tests. Precautions will also need to be taken because this deep well is an artesian flowing well. The Consultant shall monitor and record pressures during the pumping tests and also during the recoveries after the pumping ends.

#### **Task 5. Water Quality Testing**

For the Drury well and in accordance with the approved Well Testing Program, the following water quality testing will be performed:

- a. During each test, a field pH/conductance/temperature meter shall be used to monitor these parameters at the following time periods, as necessary:
 

(1) Beginning of test	(6) 4 hours
(2) 30 minutes	(7) 8 hours
(3) 1 hour	(8) 16 hours
(4) 2 hours	(9) 24 hours
(5) 3 hours	(10) 24 hour intervals

The above-collected data will be listed and plotted versus time in the final report.

- b. During the well testing, water quality samples shall be collected for analysis of drinking water quality by a U.S. Environmental Protection Agency-approved laboratory. Samples will be properly collected and preserved such that the appropriate constituents listed below may be analyzed for concentration level. Samples shall be received by the laboratory within the time period specified by the laboratory for the particular analyses being performed. Water samples will be

collected during the well testing at various time intervals, to be determined in advance in consultation with the Office project manager.

The following short-list analyses may be conducted during the flowing and pumping well tests:

- . Bicarbonate
- . Calcium
- . Carbonate
- . Chloride
- . Conductance
- . Magnesium
- . pH
- . Potassium
- . Sodium
- . Sulfate
- . Total Dissolved Solids
- . Iron and Iron-Related Bacteria
- . Gross Alpha
- . Gross Beta
- . Combined Radium 226 & 228
- . Natural Uranium

The Consultant shall collect samples for analysis of all EPA regulated constituents that are applicable to this project. The following analyses may be conducted, as appropriate for the particular source, system size, and as required in the State of Wyoming, at the end of all testing:

Inorganic Chemicals

- . Antimony
- . Arsenic
- . Asbestos
- . Barium
- . Beryllium
- . Cadmium
- . Chromium
- . Copper
- . Cyanide
- . Fluoride
- . Lead
- . Mercury
- . Nickel
- . Nitrate (as Nitrogen)
- . Nitrite (as Nitrogen)

- . Total Nitrate/Nitrite
- . Selenium
- . Sulfate
- . Thallium

#### Volatile Organic Chemicals (VOCs)

- . Benzene
- . Carbon tetrachloride
- . para-Dichlorobenzene
- . ortho-Dichlorobenzene
- . 1,2-Dichloroethane
- . 1,1-Dichloroethylene
- . cis-1,2-Dichloroethylene
- . trans-1,2-Dichloroethylene
- . Dichloromethane
- . 1,2-Dichloropropane
- . Ethylbenzene
- . Monochlorobenzene
- . Styrene
- . Tetrachloroethylene (PCE)
- . Toluene
- . 1,2,4-Trichlorobenzene
- . 1,1,1-Trichloroethane
- . 1,1,2-Trichloroethane
- . Trichloroethylene (TCE)
- . Vinyl chloride
- . Xylenes

#### Total Suspended Solids (TSS)

##### Turbidity

##### Microbiological

- . Iron and Iron-related bacteria

##### Radiological Contaminants

- . Gross alpha
- . Gross beta
- . Radium 226 & 228 (combined)
- . Natural uranium

##### Secondary Standards

- . Aluminum
- . Bicarbonate

- . Boron
- . Calcium
- . Carbonate
- . Chloride
- . Color
- . Conductance
- . Corrosivity
- . Foaming agents
- . Hardness
- . Iron
- . Magnesium
- . Manganese
- . Odor
- . pH
- . Potassium
- . Silica
- . Silver
- . Sodium
- . Sulfate
- . Total Acidity
- . Total Alkalinity
- . Total Dissolved Solids (hardness)
- . Zinc

All water quality analyses will be listed in the final report, as well as the reasons for deleting the analyses for any items contained in this list.

The Consultant shall determine the water treatment requirements for the groundwater supply source and include costs for this treatment in the final report.

The Consultant shall reclaim the Drury well site including backfilling all pits and disposing of any waste in appropriate facilities, re-grading the land surface to approximately its original contour, removing all trash, and reseeding with a seed mix approved by the Office project manager.

#### **Task 6. Consultant Services During Well Testing Program**

- a. The Consultant shall serve as the Office's representative at the Drury well site during the Well Testing Program. The Consultant shall insure the project is conducted in accordance with the approved program. The Consultant shall provide full-time supervision during well testing by a professional geologist licensed in the State of Wyoming.

- b. The Consultant shall generate a well construction diagram for the Drury well including hole and casing diameters, depths at which these diameters change, casing thickness and material, manufacturer, depths, diameters, and opening size of well screen or perforated casing, gravel packed intervals and gravel size installed, casing centralizer types and their spacing, cemented intervals, cement type, etc.; all based on the availability of these data.
- c. The Consultant shall include geologic data, if available, on the well completion diagram.
- d. Testing of the Drury well:

The well will be allowed to recover to 98% of its original static water level (SWL) before any testing begins, if feasible.

1) Step testing:

Monitoring of water level will be conducted during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that pump discharge rate (Q) during step testing be set at 25%, 50%, 75%, 100%, and 150% of the estimated design discharge. The Consultant shall refer also to applicable WSEO and WDEQ irrigation well construction requirements. **The number of step tests may be reduced, as approved by the Office project manager.**

2) Recovery test:

Following the step test water level will be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original SWL, if feasible.

3) Constant-rate discharge testing:

Following the recovery test, pumping at a constant-rate discharge (rate determined by the Consultant based on the step test) will be maintained for up to seven (7) days or until a stable drawdown is attained, or as approved by the Office project manager.

Water levels and pumping rate shall be monitored at logarithmic time intervals during the test. The Office project manager must approve in advance if the test is to be terminated prior to the seven (7) days specified, or as approved by the Office project manager.

4) Recovery test:

Following the well testing, well recovery will be monitored until the well has recovered to 98% of its original SWL, with water levels measured at logarithmic time intervals, or as approved by the Office project manager. Analysis of all well testing, recovery, and surface water monitoring data will be performed to determine aquifer characteristics including transmissivity, storativity, specific capacity, and safe yield, and to assess the impacts on surface water caused by long-term groundwater production in the area. Estimates will be made of long term well yield, and the configuration and extent of the cone of depression at 1, 5, 10, and 20 years into the future for the entire well field. This analysis shall assume production at maximum safe yield, and the design discharge if different. Assumptions and analytical methods used in these calculations shall be included. This information will be presented in the final report.

**Task 7. Well Testing Program Services and Subcontracts**

- a. The Consultant shall obtain the services of well services subcontractors, as appropriate, to perform the tasks and well services described in the Scope of Services and the approved Well Testing Program, or as approved by the Office project manager.
- b. The Consultant shall determine the increase in premiums for their Professional Liability or Errors and Omissions Liability Insurance resulting from their well services subcontractors. The Consultant will provide documentation relating to the incurred increase to the Office project manager.

**PHASE II – CONCEPTUAL DESIGNS, COST ESTIMATES, & REPORTS**

**Task 1. Identification and Selection of Alternatives**

The Consultant shall identify and evaluate reasonable alternatives for supply, transmission, treatment, and distribution components, and incorporation of existing system infrastructure. The impact of the various alternatives on operation and management shall be considered. The Consultant shall provide preliminary cost estimates of these alternatives for consideration by the Sponsor and the Office project manager.

The Consultant shall meet with the Sponsor and the Office project manager to assist in the selection of those project components to be recommended for advancement.

## **Task 2. Conceptual Designs and Cost Estimates**

The Consultant shall prepare conceptual designs for the water supply components selected in Task II-1, as instructed by the Office project manager. This may include a transmission pipeline from the Drury well to the City of Buffalo, a distance of approximately 15 miles, if determined to be feasible and recommended by this Level II study.

These conceptual designs may include well completion equipment, pumping facilities, pipelines, power transmission facilities, 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.

The Consultant shall prepare construction cost estimates in tabular form for each of the system improvement options selected in Task II-1. The table will be broken down into both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Section C of this Scope of Services.

The Consultant shall also prepare a life-cycle cost analysis for the infrastructure improvements identified in Task II-1. 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, 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 Task II-1.

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 3. Identification of Permits and ROWs for Construction**

The Consultant shall identify any permits, right-of-ways (ROWs), easements, and/or access that may be required for implementation and emplacement of the recommended alternatives.

#### **Task 4. Creation of a Geographic Information System (GIS)**

The Consultant shall complete the following tasks for the GIS, if the Level II conceptual designs and cost estimates include an alternative for a transmission pipeline for the Drury well to the City of Buffalo, as directed by the Office project manager:

- a. **DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.
- b. **FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.



- d. PROJECT AREA. Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

### **Task 5. 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 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 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 four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules developed in Task II-1 and the cost estimates developed in Task II-2. 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 67% grant and 33% 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: <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

Contact: Brian Mark, SRF Principal Engineer, WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002. Tel 307-777-6371. Email: [brian.mark@wyo.gov](mailto:brian.mark@wyo.gov)

For RUS:

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

Contact: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

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 Sponsor securing a grant for the project(s) in question.

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 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:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/> 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 6. 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 July 1, 2018.

Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to

correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **Task 7. 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); 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 I-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 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 8. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018.

These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, 2) Twelve (12) hard copies of the executive summary. The 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be

completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, consultant and date.

If any wells are drilled, chip trays or vials of all washed well drilling cuttings shall be submitted along with their documentation.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**WYOMING GROUNDWATER, LLC**

<b><u>Professional Services</u></b>	<b><u>Hourly Rate</u></b>
Geologist/Hydrogeologist, Chris Moody, P.G.	\$110.00
<b><u>Reimbursable Expenses</u></b>	<b><u>Fee</u></b>
Subcontracts (Contractor: Labor and Services)	Cost
Subcontracts (Professional Services)	Cost
Equipment and Supply Purchases	Cost
Equipment Rental	Cost
Personal Travel Expenses	Cost
Mileage	\$0.535/mile
Photocopies	\$0.10/page
pH, Conductivity, Temperature Meter	\$35/day
Dissolved Oxygen Meter	\$40/day
Water Sample Filtering (Filter & Barrel)	\$25/sample
Water Level Indicator	\$35/day
Data Logger and Transducer	\$50/day
Disposable Bailer	\$10 each

**CODY CANAL LATERALS, 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 Sage Civil Engineering [Consultant], 2824 Big Horn Avenue, Cody, WY, 82414.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of this Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred seventy-seven thousand, five hundred dollars (\$177,500).

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	\$ 5,250
2 Information Collection and Literature Review	\$ 4,500
3 Conversion Plan	\$ 23,850
4 Conceptual Level Designs and Cost Estimates	\$ 107,500
5 Economic Analysis and Project Financing	\$ 8,000
6 Creation of a Geographic Information System	\$ 2,700
7 Draft Report	\$ 10,800
8 Report Presentations	\$ 5,000
9 Final Report and Deliverables	\$ 9,900
<b>TOTAL PROJECT COST</b>	<b>\$ 177,500</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.



**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

### **F. Award of Related Contracts.**

**(i)** The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of ten (10) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Chace Tavelli, [chace.tavelli@wyo.gov](mailto:chace.tavelli@wyo.gov), 307-777-7626.

Consultant: James Evans, [jevans@sagecivilengineering.com](mailto:jevans@sagecivilengineering.com), 307-527-0915.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability

insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.



- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**SAGE CIVIL ENGINEERING**

\_\_\_\_\_  
James Evans, P.E., Vice President  
Employer ID Number: 83-0337130

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 Cody Canal Irrigation District is located in and around Cody, Wyoming, in Park County, in the Yellowstone River Basin.
2. Purpose: To perform a Level II study for the Cody Canal Irrigation District.
3. History: The Cody Canal Irrigation District has faced many challenges due to formerly irrigated lands being converted to housing and other developments. There are several open ditch laterals running through and around the Town of Cody that provide Cody's raw water supply to yards and parks, supply pastures, and agricultural operations. With continued development it has become a challenge to maintain open ditches in urban areas and public safety is a concern as there are children playing in the laterals. Piping laterals also has a water conservation element important to the District. The District would like to study the feasibility of piping the laterals throughout their system. The goal for the Level II Feasibility Study is to identify and prioritize converting open laterals to pipe to improve safety, conserve water, and decrease maintenance issues. The following are past projects:

<u>Project</u>	<u>Level</u>
Cody Canal Irrigation District Rehabilitation & Hydropower	II
Cody Canal Rehabilitation	III
Cody Canal Irrigation District Hydropower	II
Cody Canal Rehabilitation	III
Cody Canal Rehabilitation, GIS	II
Cody Canal Drop Structure	III
Cody Canal Chute	III
Cody Canal Rehabilitation 2013	III

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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 and the public with the scope of the project, and to obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids to explain the project. The Consultant shall budget for a minimum of two additional project meetings to be held in the project area. One of the meetings will be scheduled at the discretion of the Office project manager depending on developments during the study. The Consultant shall budget for project coordination meetings at the project site as necessary. In the interest of economy, meetings will be scheduled to coincide with fieldwork. The Consultant shall notify the Office project manager in advance of any meetings with the project sponsor.

#### **Task 2. Information Collection and Literature Review**

The Consultant shall collect and review all available background information for successful completion of the project. This may include existing reports, planning documents, maps, GIS, 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, Office, Water Resources Data System, Wyoming State Engineer's Office, 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 this project. Information obtained through this task shall be summarized and used to help direct project work.

#### **Task 3. Conversion Plan**

The Consultant shall evaluate and design pipe, diversion structures, and any other appurtenances, for converting open laterals into pipe for all laterals maintained by the District with the exception of the main canal. The Consultant shall use appropriate



hydraulic modeling to accomplish the task. The Consultant shall collect and develop flow data for the canals, including storm water flows, that are discharged into the canals during runoff and storm events. The Consultant shall consult with the Sponsor and the City of Cody to understand where flows, other than District flows, enter the District's conveyance system.

The Consultant shall recommend and design structures, diversions, turnouts, etc. for each canal and user to ensure users continue to receive their allotted water supply once canals are converted to pipe. The Consultant shall recommend flow measurement devices and locations. Water Rights may need to be reviewed to ensure appropriate design.

The Consultant shall develop a priority list for converting canals to pipe based on, in no particular order, public safety, operations, maintenance, conservation, conflict, urbanization, etc. The Consultant shall identify easements, rights of way, and all permitting necessary to complete all conversions.

#### **Task 4. Conceptual Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the costs of the project alternatives developed in the conversion plan. Estimates should include operation and maintenance costs, life cycle costs, administrative costs, debt retirement, Commission "Repair and Maintenance Account" funding, permitting costs, easements, clearances necessary for the recommended system improvements, etc. The cost estimates will be in tabular form for each of the alternatives. The table will be broken down into both Commission eligible and non-eligible costs. These cost estimates will be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared and understood. The cost estimates will also be of sufficient accuracy to support a legislative request for Level III Construction funding.

#### 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 pipe. The Consultant shall consider location of rock and foundation strengths in their analysis and recommendations. Subsurface evaluations will be conducted as needed.

If necessary, 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 5. Economic Analysis and Project Financing**

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.

The Consultant shall provide information on potential funding sources for implementation of improvement projects. Potential sources to be evaluated should include the Commission, U.S. Department of Agriculture, U.S. Bureau of Reclamation, Wyoming DEQ-WQD Clean Water Act Section 319, and other potential state and federal funding sources. For more information on project funding assistance see Section C.6 of the Scope of Services.

The Consultant shall provide an ability to pay analysis which will, based on a financial planning model, determine conditions and level of funding necessary for implementation. The Consultant shall generate recommendations based on annual financial commitments of the sponsor needed to cover construction costs and meet operation and maintenance obligations.

This analysis will provide information necessary to determine end costs of project implementation under funding scenarios involving local, state, and Federal assistance and will include all identified and recommended improvements and all eligible and non-eligible components. The Consultant shall also develop the specific information needed to make application to local, state, and Federal agencies including timelines, trigger dates, agency criteria, conditions, and funding requirements.

#### **Task 6. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for the update and/or creation of the GIS.

- a. DATA PLAN. The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.

- b. **FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

### **Task 7. 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 July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 8. 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); 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 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 9. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, 2) Twelve (12) hard copies of the executive summary. The 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**SAGE CIVIL ENGINEERING**

**Hourly Labor Rates**

Principal	\$100.00
Project Manager	\$ 90.00
Design Engineer II	\$ 85.00
Design Engineer I	\$ 75.00
GIS Specialist	\$ 80.00
Water Rights Specialist	\$ 80.00
Technician II	\$ 60.00
Technician I	\$ 45.00
Licensed Land Surveyor	\$ 90.00
Survey Crew Chief	\$ 65.00
Resident Project Representative	\$ 65.00
Resident Project Representative (Overtime)	\$ 85.00
Administrative Assistant	\$ 50.00

**Miscellaneous Charges**

Vehicle	\$0.535/mile
ATV	\$10/hour
UTV	\$20/hour
Survey Grade GPS	\$40/hour
Resource Grade GPS	\$10/hour
Meals	At cost
Lodging	At cost

All other direct costs will be charged at cost.

**DOUGLAS TEST WELL, 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 Weston Engineering, Inc., 1050 North 3<sup>rd</sup> Street, Suite E, Laramie, Wyoming 82072.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the effective date through December 31, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one million, one hundred sixty-nine thousand, five hundred dollars (\$1,169,500).

**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 – Project Meetings, Geo-hydrologic Investigation, Well Siting</b>	
1. Project Meetings	\$ 10,000
2. Geo-hydrologic Investigation, Well Siting	\$ 50,000
<b>Phase II – Well Construction</b>	
1. Permits, Access, Testing Program Development	\$ 50,000
2. Environmental Report	\$ 7,500
3. Bidding Specifications, Bidding Process	\$ 15,000
4. Consultant Services During Well Construction/Aquifer Testing	\$ 85,000
5. Water Quality, Water Treatment, Reclamation	\$ 10,000
6. a. Well Construction Subcontracts	\$ 800,000
b. Professional Liability Insurance Differential	\$ 10,000
<b>Phase III – Conceptual Design, Cost Estimates, Project Reports</b>	
1. Geotechnical Analysis	\$ 20,000
2. Identification of Alternatives	\$ 15,000
3. Preparation of Preliminary Cost Estimates	\$ 10,000
4. Selection of Preferred Alternatives	\$ 5,000
5. Conceptual Designs and Cost Estimates	\$ 21,000
6. Identification of Permits & ROW for Construction	\$ 6,000
7. Water System Financing	\$ 18,000
8. Draft Report	\$ 25,000
9. Report Presentations	\$ 2,000
10. Final Report and Deliverables	<u>\$ 10,000</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 1,169,500</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon



the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8.Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 sub-consultants.

**(ii) Billings for Subcontractors.** Billings for subcontractor, associates or sub-consultants 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall

identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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-two (22) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Kevin J. Boyce, P.G., [kevin.boyce@wyo.gov](mailto:kevin.boyce@wyo.gov), (307) 777-7626.

Consultant: Ben Jordan, P.G., [bjordan@westonengineering.com](mailto:bjordan@westonengineering.com), (307) 745-6118.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.



- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WESTON ENGINEERING, INC.**

\_\_\_\_\_  
Ben Jordan, P.G., Office Manager  
Employer I.D. Number 83-0240969

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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, Wyoming, the County seat of Converse County, is situated on the southern terminus of the Powder River Basin on the North Platte River and at the junction of I-25 and State HWY 59.
2. Purpose. A Level II drilling and testing program to explore for additional groundwater supply capacity and system supply redundancy for the City of Douglas.
3. History. The City of Douglas has three water sources to meet its potable water demands including a 2007-2008 renovation of the water treatment plant on the North Platte River. The City has experienced significant growth in Coal, Oil & Gas, Uranium, Wind Turbine, and Pipeline corridor industries active and with future development potential in Converse County. Currently, summer demands are equal to the combined yields of the Little Boxelder Spring and the Sheep Mountain No. 1 Well. Extended periods of elevated turbidity in the North Platte River result in the inability to effectively operate the water treatment plant to meet maximum day demands, therefore a supplemental ground water supply source would provide certainty in meeting high demand periods. The impact growth anticipated 8 years ago, mostly as a result of energy development, has occurred in Douglas. Recommendations set forth in the 2010 WWDC Douglas Water Supply Master Plan\* have been heeded by the city, i.e., a new shelter for the Little Boxelder Spring and advancement on the Spring Pipeline replacement. A new supply well addition was also prescribed by the master plan, hence the subject of this application and funding request.

\*<http://library.wrds.uwyo.edu/wwdcrept/Douglas/Douglas-Master Plan Level I Study-Final Report-2010.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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

#### **PHASE I – PROJECT MEETINGS, GEO-HYDROLOGIC INVESTIGATION, WELL SITING**

##### **Task 1. 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 shall anticipate, plan for, and schedule the scoping meeting with the Sponsor and Office Manager at the conclusion of Task 2 which follows, in advance of committing project time and resources to permit applications, site access, and drilling program design. The Consultant will prepare a presentation including maps and other visual aids to explain the project. The Consultant shall budget for a minimum of three additional meetings in the project area. Two project status meetings will be scheduled at the discretion of the Office project manager depending on developments during the study. 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.

##### **Task 2. Geo-hydrologic Investigation, Well Siting**

The Consultant shall evaluate the existing ground water source(s) and make recommendations that would provide for an adequate expansion to serve a public water system source supply.

The geo-hydrologic portion of the study shall begin with a survey of existing reports and studies on geology and geo-hydrology of the region and locality. The 2012 WWDC Douglas Master Plan contained a hydro-geologic study, for the purposes of regional well siting, across the north and northeasterly sloping Laramie Range uplift from the Box Elder Creek drainage east and southeasterly to the Mill Creek drainage. Other information, as may be available, such as seismic data, remote sensing coverage, etc., may be obtained and incorporated into the study. Field mapping of surface exposures of bedrock units may assist in further characterizing structure and compartmentalization of the target aquifer(s), and may be utilized as appropriate.

In addition to conventional methods of ground water resource exploration, the Consultant may incorporate a project specific geophysics data collection program. In that regard, a surface resistivity and/or seismic approach may be considered to be implemented in order to clarify the hydro-structural fabric of the aquifer and delineate enhanced permeability therein.

The Consultant shall then prepare plan maps, isopachous/structure/potentiometric contour representations, cross-sections, and/or other graphic projections as needed to illustrate surface and subsurface conditions as related to the target aquifer(s) and drilling conditions. From this comprehensive research, best well completion design shall be chosen in addition to selecting best potential drilling sites.

A tabulation of potential well sites shall be presented which includes:

- (a) Location (Legal and Lat.-Long.) and ground surface elevation
- (b) Surface ownership
- (c) Total depth or estimated drilling depth
- (d) Completion zone or targeted hydro-stratigraphic horizon
- (e) Known or expected aquifer parameters
- (f) Estimated flow or production potential
- (g) Difficulty of drilling and/or completion
- (h) Water quality potential
- (h) Existing surface and ground water rights
- (i) Distance to key municipal system facilities (diversions, storage, transmission pipeline(s), treatment, power, etc.)
- (j) Well spacing requirements
- (k) Federal, State, or other Institutional nexus
- (l) Other defining and/or unusual characteristics
- (m) Site ranking

## **PHASE II – WELL CONSTRUCTION**

### **Task 1. Permits, Access, Testing Program Development**

The Consultant shall utilize information determined in Phase I, Task 2 and provide a siting/access plan to determine a location for the exploratory drilling program to be conducted herein.

The Consultant shall acquire all permits, access easements (between the WWDC and the Landowner), and clearances necessary for well construction, i.e.: State Engineer's Office, Wyoming Department of Environmental Quality-Water Quality Division, United States Bureau of Land Management, United States Forest Service, Wyoming Office of State Lands landowner consent, archeological clearance, utility locates, etc. The Consultant shall prepare a plan for determining the feasibility of using the selected groundwater source as a public water supply. This plan shall include detailed well designs

and construction methods, a description of geophysical logging to be performed, a description of an optional fracturing program to enhance permeability/flow, and a detailed description of the aquifer testing program to be conducted. **The Consultant shall submit this plan to the Office project manager for written approval prior to proceeding.**

## **Task 2. Environmental Report**

**The Consultant shall assume a budget of \$7,500 for this task.**

**The Consultant shall not begin work on this Task unless specifically authorized in writing by the Office project manager.**

Several sources of federal funding are available to public entities to help defray costs associated with construction of a water related project. These monies may also be used to fund portions of the construction that the Commission cannot pay for such as distribution and treatment. In order to secure federal funds, it is necessary to comply with the National Environmental Policy Act (NEPA).

The primary objective of this task is to provide adequate information for state and federal funding agencies to prepare environmental documents required under NEPA (42 U.S. C. 4321) for this project. This is done by preparing an "Environmental Report" (ER).

Before beginning this task the Consultant, in close coordination with the sponsor and Office project manager, shall determine whether the sponsor will be seeking funding from Drinking Water State Revolving Fund (SRF) and/or the Rural Utilities Service (RUS). If the sponsor is seeking funding from the SRF then they shall download the guidance document from the following website and contact the Wyoming Department of Environmental Quality.

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/forms-guidance/>

If the sponsor is seeking funding from the RUS then the Consultant shall download RUS Bulletins 1794A -602 and Wyoming Supplements at the following website and contact Lorraine Werner, Community Programs Director at (307) 233-6710.

<http://www.rurdev.usda.gov/WYEnvironmentalPrograms.html>

The Consultant shall send the letters described in the documentation, compile the responses, and provide a summation of potential impacts to each of the resources listed in the following section. If the sponsor is seeking funding from both agencies, the Consultant shall send the letters listed for each agency and compile the information gathered separately. The Consultant shall prepare an ER and summarize the information from the letters in a format provided by the Office.

The ER will be a separate document from the project report described in Phase III, Task 8, and is not considered complete until all letters and follow up phone calls have been completed with appropriate Federal and State environmental regulatory agencies.

The Consultant shall provide a cost analysis of mitigation requirements outlined in the ER.

If any regulatory agency's correspondence indicates that the potential exists to impact resources under their jurisdiction, additional field assessments may be necessary to confirm impacts and to recommend mitigation. Field assessment work and the timing of efforts will be completed under guidance from the funding agencies.

Additionally, the Consultant shall summarize the work that is left to be completed for the NEPA requirements in the project report, and make sure the project sponsor is aware of the remaining tasks to be completed.

### **Task 3. Bidding Specifications, Bidding Process**

The Consultant shall prepare a bidding package for use in selection of contractors to construct the well. The Consultant shall submit this package to the Office project manager for review prior to proceeding with the bidding process.

The Consultant shall conduct a public bidding process, in accordance with State of Wyoming statutes, for selection of contractors to perform the construction services required herein. The Consultant shall analyze the bids received and select a contractor(s), after consulting with the Office project manager. The Consultant shall contract directly with the contractor(s).

### **Task 4. Consultant Services during Well Construction, Aquifer Testing**

- a. The Consultant shall serve as the owner's representative at the construction site during the construction process. The Consultant shall insure the project is constructed in accordance with the bid documents. The Consultant shall provide full time supervision during well construction by a Professional Geologist licensed in the State of Wyoming.
- b. The Consultant shall generate a drilling log containing the following information:
  - 1) Depth, thickness, type, general characteristics, and drilling characteristics of each material encountered.
  - 2) Time required to drill each foot of depth, along with the speed of rotation.

- 3) Depth at which bit diameters change.
  - 4) Detailed "as built" well completion specifications, including hole and casing diameters, depths at which these diameters change, casing thickness and material, manufacturer, depths, diameters, and opening size of well screen or perforated casing, gravel packed intervals and gravel size installed, casing centralizer types and their spacing, cemented intervals, cement type, etc.
- c. The Consultant shall generate a geologic log containing the following information:
- 1) Reference point for all depth measurements.
  - 2) Depth at which each change of formation occurs.
  - 3) Thickness of each formation.
  - 4) Depth at which each stratum is encountered.
  - 5) Thickness of each stratum.
  - 6) Description of the material composing each stratum.
  - 7) Depth at which water is first encountered.
  - 8) Depth to the static water level (SWL) and changes in SWL With increasing depth.
  - 9) Total depth of completed well.
  - 10) Any and all other pertinent information for a complete and accurate log.
- d. Formation samples shall be collected and described in detail at each change in stratum, not to exceed 10-foot intervals, or more frequently to accurately depict lithologic changes encountered during construction. Washed samples shall be labeled (well name, sample number, depth interval, and date) and stored in sample vials or chip trays. Formation samples shall be delivered to the Office project manager upon completion of the project.
- All aquifer testing activities shall be supervised by a Professional Geologist licensed in the State of Wyoming.
- e. Testing of non-flowing well:

After completion and isolation of the aquifer to be tested has been insured the well shall be developed by water jetting or other approved methods to remove contaminants and foreign material. The aquifer will then be allowed to recover to 98% of its original SWL before any testing begins.

1) Step test:

Monitoring of water level shall be done during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that Q be set at 25%, 50%, 75%, 100%, and 150% of the estimated design discharge. The Consultant shall refer also to DEQ-WQD PWS source development testing requirements in WQD Rules and Regulations, Chapter XII, Section 9(b)(ii).

2) Recovery test:

Following the step test water level shall be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original SWL.

3) Constant discharge test:

Following the recovery test pumping at a constant discharge (rate determined by the Consultant based on the step test) will be maintained for seven (7) days or until a stable drawdown is attained.

Water levels and pumping rate shall be monitored at logarithmic time intervals during the test. The Office project manager must approve in advance if the test is to be terminated prior to the seven (7) days specified.

4) Recovery test:

Following the constant discharge test well recovery shall be monitored until the well has recovered to 98% of its original SWL, with water levels measured at logarithmic time intervals. Analysis of all aquifer testing, recovery, and surface water monitoring data will be performed to determine aquifer characteristics including transmissivity, storativity, specific capacity, and safe yield, and to assess the impacts on surface water caused by long-term groundwater production in the area. Estimates will be made of long term well yield, and the configuration and extent of the cone of depression at 1, 5, 10, and 20 years into the future for the entire well

field. This analysis shall assume production at maximum safe yield, and the design discharge if different. Assumptions and analytical methods used in these calculations shall be included. This information will be presented in the final report.

f. Testing of Flowing Well:

After completion and isolation of the aquifer to be tested has been insured the well shall be developed by water jetting or other methods to remove contaminants and foreign material. The aquifer will then be allowed to recover to 98% of its original shut-in pressure before any testing begins.

1) Stepped Rate Test:

Monitoring of pressure and flow rate shall be performed during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that Q be set at 25%, 50%, 75%, and 100% of maximum flow rate.

2) Recovery test:

Following the step test shut-in pressures shall be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original shut-in pressure.

3) Constant Drawdown Test:

Following the recovery test the well shall be allowed to flow "wide open" and monitoring of flow rate and pressure with respect to time will be conducted at logarithmic time intervals for a period of seven (7) days.

4) Recovery Test:

Following the constant drawdown test, shut-in pressures shall be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original shut-in pressure.

**Task 5. Water Quality, Water Treatment, Reclamation**

For each aquifer on which a test is conducted, the following shall be performed:

- a. During each test, a pH/conductance/temperature meter shall be used to monitor these parameters at the following time periods:

(1)	Beginning of test	(6)	4 hours
(2)	30 minutes	(7)	8 hours
(3)	1 hour	(8)	16 hours
(4)	2 hours	(9)	24 hours
(5)	3 hours	(10)	24 hour intervals

The above-collected data will be listed and plotted versus time in the final report.

- b. During the test water quality samples shall be collected for analysis by a U.S. Environmental Protection Agency approved laboratory. Samples will be properly collected and preserved such that the appropriate constituents listed below may be analyzed for concentration level. Samples shall be received by the laboratory within the time period specified by the laboratory for the particular analyses being performed. Water samples will be collected during the test at the following time intervals:

- 1) Midway through the first test.
- 2) End of all testing.

The following analyses shall be conducted midway through the first test:

- . Bicarbonate
- . Calcium
- . Carbonate
- . Chloride
- . Conductance
- . Magnesium
- . pH
- . Potassium
- . Sodium
- . Sulfate
- . Total Dissolved Solids
- . Iron and Iron Related Bacteria
- . Total Coliform Bacteria
- . Gross Alpha
- . Gross Beta
- . Combined Radium 226 & 228
- . Natural Uranium



The Consultant shall collect samples for analysis of all EPA regulated constituents that are applicable to this project. The following analyses shall be conducted, as appropriate for the particular source, treatment techniques, system size, and as required in the State of Wyoming, at the end of all testing:

Inorganic Chemicals

- . Antimony
- . Arsenic
- . Asbestos
- . Barium
- . Beryllium
- . Cadmium
- . Chromium
- . Copper
- . Cyanide
- . Fluoride
- . Lead
- . Mercury
- . Nickel
- . Nitrate (as N)
- . Nitrite (as N)
- . Total Nitrate/Nitrite
- . Selenium
- . Sulfate
- . Thallium

Organic Chemicals

Pesticides

- . Alachlor
- . Aldicarb
- . Aldicarb sulfoxide
- . Aldicarb sulfone
- . Atrazine
- . Carbofuran
- . Chlorodane
- . Dalapon
- . Dibromochloropropane (DBCP)
- . Dinoseb
- . Diquat
- . Endothall
- . Endrin
- . Ethylene dibromide (EDB)

- . Glyphosate
- . Heptachlor
- . Heptachlor epoxide
- . Lindane
- . Methoxychlor
- . Oxamyl (Vydate)
- . Pentachlorophenol
- . Picloram
- . Simazine
- . Toxaphene
- . 2,4,5-TP (Silvex)
- . 2,4-D

#### Volatile Organic Chemicals

- . Benzene
- . Carbon tetrachloride
- . para-Dichlorobenzene
- . ortho-Dichlorobenzene
- . 1,2-Dichloroethane
- . 1,1-Dichloroethylene
- . cis-1,2-Dichloroethylene
- . trans-1,2-Dichloroethylene
- . Dichloromethane
- . 1,2-Dichloropropane
- . Ethylbenzene
- . Monochlorobenzene
- . Styrene
- . Tetrachloroethylene (PCE)
- . Toluene
- . 1,2,4-Trichlorobenzene
- . 1,1,1-Trichloroethane
- . 1,1,2-Trichloroethane
- . Trichloroethylene (TCE)
- . Vinyl chloride
- . Xylenes

#### Synthetic Organic Chemicals

- . Benzo (a) pyrene
- . Di (2-ethylhexyl) adipate
- . Di (2-ethylhexyl) phthalate
- . Hexachlorobenzene
- . Hexachlorocyclopentadiene (HEX)

- . PCBs
- . 2,3,7,8 Tetrachlorodibenzo-p-dioxin

#### Treatment Techniques

- . Acrylamide
- . Epichlorohydrin

#### Disinfection By-Products

- . Total trihalomethanes (TTHMs)

#### Total Suspended Solids (TSS)

- . Turbidity

#### Microbiological

- . Total Coliform (Coliform bacteria, fecal coliform, streptococcal, and other bacteria)
- . Giardia lamblia
- . Legionella
- . Viruses
- . Heterotrophic Plate Count
- . Iron and Iron related bacteria

#### Radiological Contaminants

- . Gross alpha
- . Gross beta
- . Combined Radium 226 & 228
- . Natural uranium

#### Secondary Standards

- . Aluminum
- . Bicarbonate
- . Boron
- . Calcium
- . Carbonate
- . Chloride
- . Color
- . Conductance
- . Corrosivity

- . Foaming agents
- . Hardness
- . Iron
- . Magnesium
- . Manganese
- . Odor
- . Ph
- . Potassium
- . Silica
- . Silver
- . Sodium
- . Sulfate
- . Total Acidity
- . Total Alkalinity
- . Total dissolved solids (hardness)
- . Zinc

All analyses will be listed in the final report, as well as the reasons for deleting the analyses for any items contained in this list.

The Consultant shall determine the water treatment requirements for the groundwater supply source and include costs for this treatment in the final report.

The Consultant shall reclaim the drill site including backfilling all pits and disposing of any drilling mud in appropriate facilities, re-grading the land surface to approximately its original contour, removing all trash, and reseeding with a seed mix approved by the Office project manager.

If authorized in writing by Office project manager, the Consultant shall abandon the well according to regulations promulgated by the State Engineer's Office and the Department of Environmental Quality.

#### **Task 6. Well Construction Subcontracts**

- a. The Consultant shall obtain the services of a well construction subcontractor(s) as appropriate (See Task 3) to perform the tasks described therein.
- b. The Consultant shall determine the increase in premiums for their Professional Liability or Errors and Omissions Liability Insurance resulting from their well construction subcontract(s). The Consultant will provide documentation relating to the incurred increase to the Office project manager.

## **PHASE III - CONCEPTUAL DESIGN, COST ESTIMATES, PROJECT REPORTS**

### **Task 1. Geotechnical Analysis**

The Consultant shall perform all geological and geotechnical investigations as needed for conceptual designs and cost estimates of the proposed systems. This analysis may include both field analysis and laboratory testing and analysis.

### **Task 2. Identification of Alternatives**

The Consultant shall identify and evaluate reasonable alternatives for supply, transmission, treatment, and distribution components, and incorporation of existing system infrastructure. The impact (e.g. hydraulic modeling) of the various alternatives on operation and management shall be considered.

### **Task 3. Preparation of Preliminary Cost Estimates**

The Consultant shall prepare preliminary cost estimates to allow the project sponsor and the Office project manager to select those improvements that are cost effective and within the sponsor's ability to pay.

### **Task 4. Selection of Preferred Alternatives**

The Consultant shall meet with the project sponsor and the Office project manager to assist in the selection of those project components and schedules to be recommended for advancement.

### **Task 5. Conceptual Designs and Cost Estimates**

The Consultant shall prepare conceptual designs for the water supply components selected in Task 4, as instructed by the Office project manager. This may include well completion equipment, pumping facilities, pipelines, power transmission facilities, 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.

The Consultant shall prepare conceptual level cost estimates for those project components selected in Task 4. Cost estimates should consider operation and maintenance costs, administrative costs, debt retirement, Commission "Repair and Maintenance Account" funding, and cost(s) for water. These cost estimates should be itemized so the sponsor and the Commission can understand each cost component comprising the total cost estimate. These cost estimates shall be prepared according to the outline in Attachment "B," Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared one with another.

Per Wyoming Statute §41-2-115(c), 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 6. Identification of Permits and ROW for Construction**

The Consultant shall identify any permits, right-of-way, easements, and/or access that may be required for implementation and emplacement of the recommended alternatives.

#### **Task 7. 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 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 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 four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules developed in Task 4 and the cost estimates developed

in Task 5. 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 67% grant and 33% 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: <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

Contact: Brian Mark, SRF Principal Engineer, WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002. Tel 307-777-6371. Email: [brian.mark@wyo.gov](mailto:brian.mark@wyo.gov)

For RUS:

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

Contact: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

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 Sponsor securing a grant for the project(s) in question.

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 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:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

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 8. 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, other than the Environmental Review documents, no later than July 1, 2019. Three (3) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

**Task 9. 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); 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 Phase I, 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 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 10. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials, including the Environmental Review (ER) documents, to the Office on or before September 1, 2019. These final documents and materials, including the ER documents, shall include: 1) Fifteen (15) hard copies of the final report, 2) five (5) hard copies of the ER documents, and 3) Fifteen (15) hard copies of the executive summary. The 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) CD/DVD copies containing the final report, Environmental Review documents, and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) [MIN] CD/DVD copies containing the final report, Environmental Review documents, and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) [MIN] CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, consultant and date.

If any wells are drilled, chip trays or vials of all washed well drilling cuttings shall be submitted along with their documentation.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**WESTON ENGINEERING, INC.**

Supervising Engineer	\$115.00/hour
Supervising Hydrogeologist	\$100.00/hour
Senior Engineer / Project Manager	\$ 95.00/hour
Staff Engineer	\$ 91.00/hour
Senior Geologist	\$ 91.00/hour
Staff Geologist	\$ 81.00/hour
Field Geologist	\$ 76.00/hour
Pump Systems Technician	\$ 78.00/hour
Field Technician/ Materials Tester	\$ 62.00/hour
GIS Operator	\$ 63.00/hour
CADD Operator	\$ 55.00/hour
Secretary	\$ 44.00/hour
Computer Charges	\$ 22.50/hour
Mileage Charges*	
Four Wheel Drive Vehicle	\$ 0.535/mile
Two Wheel Drive Vehicle	\$ 0.535/mile
Print Charges	
Letter Black / White	\$ 0.12/page
Letter Color	\$ 0.55/page
Ledger Black / White	\$ 0.20/page
Ledger Color	\$ 1.75/page
Oversized Black / White	\$ 0.70/foot <sup>2</sup>
Oversized Color	\$ 7.25/foot <sup>2</sup>

Non-salary expenses directly attributable to the project such as travel expenses, identifiable telephone toll charges, identifiable reproduction expenses, equipment rental, subcontractor costs, etc. will be charged at actual cost.

\*Mileage billed at maximum allowed by WWDC.

**GREYBULL 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 Woodard & Curran, Inc. [Consultant], 900 Werner Court, #150, Casper, WY, 82601.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two hundred seventy thousand nine hundred twenty-seven dollars (\$270,927).

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

<u>Task</u>	<u>Estimated Cost</u>
Task 1. Project Meetings and Public Participation .....	\$ 26,030
Task 2. Review of Background Information.....	\$ 20,250
Task 3. Inventory and Descriptions .....	\$ 82,332
Task 4. Streamflow Hydrology .....	\$ 26,430
Task 5. Management and Rehabilitation Plan.....	\$ 22,760
Task 6. Cost Estimates .....	\$ 10,140
Task 7. Economic Analysis .....	\$ 35,040
Task 8. Permits .....	\$ 6,795
Task 9. Discretionary Task.....	\$ 5,000
Task 10. Draft Report.....	\$ 15,250
Task 11. Draft Presentations.....	\$ 10,530
Task 12. Final Report and GIS Deliverables .....	\$ 10,370
<b>TOTAL PROJECT COST</b>	<b>\$ 270,927</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.



**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of twenty six (26) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Dave K. Myer, [dave.myer@wyo.gov](mailto:dave.myer@wyo.gov), 307-777-7626.

Consultant: Stacey Hellekson, [shellekson@woodardcurran.com](mailto:shellekson@woodardcurran.com), (406) 586-8364.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any

kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury,

death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's

insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

- (a) Exclusions from coverage;
- (b) Claims in progress which could significantly reduce the annual aggregate limit; and
- (c) Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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.

The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WOODARD & CURRAN, INC.**

\_\_\_\_\_  
Jim Rivard, Principal, Employer ID 01-0363222

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 study encompasses the entire Greybull River Watershed along with the adjoining Dry Creek Watershed. Both of these drainages are located in Big Horn and Park Counties. The watersheds includes the primary stream systems of the Greybull River upstream from Meeteetse and Dry Creek to where the Greybull River and Dry Creek confluence with the Big Horn River near Greybull. The extent of the project's study area includes the following six HUC 10 basins: Wood River (1008000901), Upper Greybull River (1008000902), Middle Greybull River (1008000903), Lower Greybull River (1008000904), Upper Dry Creek (1008001101), and Lower Dry Creek (1008001102).
2. **Purpose.** To perform a Level I study for the Greybull River Watershed.
3. **History.** The South Big Horn Conservation District and the Meeteetse Conservation District request a watershed study to evaluate current watershed function, irrigation diversion/conveyance systems, and upland livestock/wildlife water management and rehabilitation opportunities. 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 would provide baseline information from which the districts can pursue implementation of management practices that address the natural resource issues within the drainage. The service area for the South Big Horn Conservation District includes the lower portions of Greybull River Watershed that resides in Big Horn County. The service area for the Meeteetse Conservation District includes the upper portions of the Greybull River Watershed that primarily reside in Park County. Existing (non-WWDC) reports that are relevant to this study include the following:
  - Meeteetse Conservation District, et al. Greybull River Watershed Water Quality Management Plan. January, 2010.

- RESPEC. E. Coli Total Maximum Daily Loads for the Big Horn River Watershed. Prepared for Wyoming Department of Environmental Quality. October, 2013.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

### 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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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.*

Furthermore, throughout the course of this study, the Consultant shall remained focused on development of the Management and Rehabilitation Plan (Task 5) as a deliverable of primary importance from this project and emphasize efforts accordingly.

#### **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 Sponsors 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 Sponsors and Office project manager. The scoping meeting shall be held jointly with both Sponsors in attendance.

Public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsors and all affected parties informed of progress. The Consultant should assume a minimum of two (2) 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 Sponsors. All public project meetings shall be held jointly with both Sponsors in attendance. The Consultant shall prepare all notices and needed materials and prepare the meeting record. In addition to the public project meetings, several informal meetings with the Sponsors or Office project manager may be necessary during the course of the study. All meetings should be scheduled to coincide with fieldwork whenever possible.

The Consultant shall assist the Sponsors 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, etc. If determined to be valuable for the project by the Office project manager and Sponsors, the Consultant may utilize an existing website to facilitate information dissemination. If the Sponsors are willing to do so, the Consultant may coordinate with the Sponsors to provide information on the Sponsors' 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 or table 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.

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

This task of the Watershed Study involves an inventory, description, and in some cases, an analyses 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 Sponsors, 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 based upon the findings of the inventory. 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 inherent 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 Sponsors.

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.

**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. Channel Structure and Stream Stability	
		c. Sediment Transport	
	<b>(III) Groundwater</b>	a. Aquifers and Springs	
	<b>(IV) Geology</b>	a. Topography	
		b. Soils	
		c. Bedrock	
	<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. Vegetation and Plant Communities	
<b>C. Anthropogenic Systems</b>	<b>(I) Agricultural Water Use</b>	a. Irrigated Lands	
		b. Irrigation Systems	
	<b>(II) Domestic, Municipal, and Industrial Water Use</b>	a. Potable Water Systems	
		b. Industrial and Mining	
		c. Produced Water	
	<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			



During this task, in areas along the Greybull Watershed where existing information does not exist or needs to be supplemented, the Consultant shall explore and possibly implement the use of an Unmanned Aerial Vehicle (UAV) to provide accurate inspection and cataloging of these areas. The Consultant should consider UAV use to investigate large areas efficiently, maximizing the area that can be inspected and inventoried. Data products collected via UAV may include georeferenced digital orthoimages, 3-D point clouds, Digital Surface Model (DSM), and topographic contours all reportable in ArcGIS. Prior to implementation of any UAV equipment, the Consultant shall gain all the necessary permits and approval of Sponsors and all affected landowners. The Consultant shall coordinate with the Sponsors prior to and during all UAV activities.

## A. Physical Systems

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

### (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.

Deliverables under the Hydrography topic are anticipated to consist of a narrative or description contained within the final report; referenced GIS data source(s) in the final report; and any necessary maps, charts, tables, etc. inserted into the final report.

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.

c. Flooding and Runoff: The Consultant shall inventory and describe areas and occurrences of flooding, runoff issues, and areas prone to cross-drainage problems within the watershed based on any in-field reconnaissance or through discussions with landowners and other stakeholders within the watershed. As appropriate, document any in-place 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 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, etc. inserted into the final report.

## (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 Rosgen Analysis. 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.

b. Channel Structure and Stream Stability: Channel structure, morphology, and stability of stream systems will be assessed where appropriate. Channel segments of specific interest will be identified for future study and mapped. Locations of headcuts, nickzones, geologic controls, man-made grade control structures and “hard points” shall be identified and mapped. Proper Functioning Condition (PFC) and NRCS Stream Visual Assessment Protocol (SVAP) assessments may also be incorporated where applicable.

c. Sediment Transport: The Consultant shall inventory and describe occurrences of erosion and sedimentation primarily based on interviews

with landowners and others or empirical evidence obtained during any in-field reconnaissance and public outreach. Opportunities for improvement shall be identified and mapped.

Deliverables for all topics under the Geomorphology category are anticipated to consist of any newly developed GIS data (packaged and delivered) or existing GIS material sourced and referenced within the final report as applicable; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions fully documented within the final report.

### (III) Groundwater

The watershed topic and deliverables under the Groundwater category are anticipated to consist of the following:

a. Aquifers and Springs: In order to characterize the hydrogeology of the watershed and the groundwater utilization in the subwatersheds, aquifers will be described and mapped using existing data. Alluvial aquifers, general groundwater flow direction, bedrock aquifers, artesian conditions, spring locations, and groundwater usage shall be discussed and mapped as appropriate. Identify depth to groundwater, particularly in potential water development areas for drilling of wells for irrigation or stockwater. More detailed analysis may be provided where geology or soils have a significant effect on watershed functions.

Deliverables for the Groundwater category are anticipated to consist of written descriptions; any newly developed GIS data (packaged and delivered) or existing GIS material sourced and referenced within the final report as applicable; any necessary maps, charts, tables, etc. inserted into the final report; and any necessary analyses and respective conclusions fully documented within the final report.

### (IV) 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 along with any necessary maps, charts, tables, etc.

b. Soils: Soils within the watershed will be described and mapped using existing available data obtained from sources such as the NRCS Soil Survey, SSURGO, etc. More detailed analysis may be provided where geology or soils have a significant effect on watershed characteristics. Soil descriptions may be presented to help depict what plant community composition may exist in a given area.

c. Bedrock: Bedrock within the watershed will be described and mapped using existing available data obtain from sources such as the WSGS. More detailed analysis may be provided where geology or bedrock may have a significant effect on watershed characteristics.

Deliverables for Soils and Bedrock are anticipated to consist of referenced GIS data source(s) in the final report; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented 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): Based on available mapping from WGFD (or other mapping sources) the Consultant shall summarize seasonal ranges and migration corridors for big game species as well as critical habitat and birthing areas. 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 should be conducted to compile and summarize 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. Briefly describe these topics and provide maps as needed.

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 2015-4 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, 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. 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. 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 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 any needed 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 comprised 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 associate all irrigated lands mapping generated in this task with either a dry, average, or wet year in terms of streamflow hydrology. 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 3 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. 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.

Based upon meetings with the Sponsors, 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 may be identified.

Deliverables for Agricultural Water Use topics are anticipated to consist of written descriptions; any newly developed GIS data (packaged and delivered) or existing GIS material sourced and referenced within the final report as applicable; 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.

#### (II) Domestic, Municipal, and Industrial (DMI) Water Use

Within the DMI 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 any needed information pertaining to water rights may also be obtained from the WSEO. Specific watershed topics and deliverables under the DMI 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.

b. Industrial and Mining: The Consultant shall identify, describe, and map industrial water users or mining activities within the watershed. Water use should be quantified as estimated from water right information obtained from the WSEO e-Permit system or other available sources. Briefly describe any water quality or environmental concerns that have been identified as the result of mining or other industrial activities. Information on active or abandoned oil and gas wells within the watershed should be presented as obtained from the WOGCC.

c. Produced Water: The Consultant shall identify, describe, and map the existence of any produced water sources from underground formations that are brought to the surface as a byproduct of oil and gas production. The volume of produced water from these wells over time should be estimated from available sources. If available from WDEQ or other state agencies, the chemical and physical properties shall be described.

Deliverables for DMI 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 are anticipated to consist of any newly developed GIS data (packaged and delivered) or existing GIS material sourced and referenced within the final report as applicable; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions 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 (viable or non-viable). Based on this inventory, an



assessment of areas in need of additional watering facilities shall be identified, mapped, and described.

Deliverables for the Upland Water Storage topic 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; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented within the final report.

#### (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 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 briefly describe and map 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 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, 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/>)

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 and files 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 acquire and install stage monitoring equipment and develop a rating curve (stage-discharge relationship) for applicable streams. To establish each stream gage site, the Consultant shall choose the most suitable location possible. 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. 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 are anticipated to consist of any newly developed GIS data (packaged and delivered) or existing GIS material sourced and referenced within the final report as applicable; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any necessary analyses and respective conclusions fully documented within the final report.

#### **Task 5. 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 flood impacts and control, enhance recreation opportunities, or improve water quality and stream channel stability. Opportunities may be identified through discussions with the Sponsors, 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.

The Consultant shall develop a summary table of the recommendations. The intention of the table is to provide a guide for the Sponsors in the selection and implementation of the Plan's project recommendations. For each recommendation, the Consultant shall identify the associated Sponsor with respect to each Sponsor's service areas and provide clear identification to the respective Sponsor of the projects eligible for the WWDC Small Water Project Program and other external funding opportunities. 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 7.
- 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 designs should include a description of the project and its purpose. Project designs should be of sufficient detail to estimate costs (Task 7), identify fatal flaws (pipelines, transportation, energy transmission, 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 Sponsors' 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. In addition, a user-friendly, stand-alone document shall be prepared so landowners or other stakeholders seeking to apply for funding (either WWDC Small Water Project Program or other relevant agencies) can quickly identify and gain a summary of each specific project that has been identified in the Plan. This deliverable is further intended to aid funding applicants and serve as a quick reference for any interested parties. The Consultant shall coordinate with the Sponsors and Office project manager on the format, contents, template development, etc. of this product. GIS deliverables should contain information such as the project location, a project identifier, project type, WWDC program, alternative funding sources, supply type, overall benefits, cost estimates, and potential volume to be supplied or saved through the development of the project.

#### **Task 6. Cost Estimates**

The Consultant shall provide cost estimates for the Plan 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 Sponsors 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. Estimates shall be based on the year the watershed study is completed or nearest to.

Cost estimates for small scale projects, such as those eligible for WWDC SWPP grants, shall be inclusive of the above and take into account 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, debt retirement, repair and maintenance account funding, and the cost(s) for water. Cost estimates for large scale projects shall be prepared as outlined in Section C of this Scope of Services.

#### **Task 7. Economic Analysis**

Project funding and financing is a critical aspect associated with the implementation of watershed development, management, and rehabilitation projects. 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), for the relevant Sponsor associated with a particular project, 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 Sponsors needed to cover construction costs and meet operation and maintenance obligations.

The Consultant may rely upon its proposed subconsultant, Harvey Economics, for assistance with this task. At the Consultant's discretion, the subconsultant may be used to assist with small- and large-scale demographic and economic forecasting, preparation of cost screens for alternatives, evaluation of Sponsors' ability to pay for projects, and identification and quantification of project benefits.

#### **Task 8. 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 2015-4, Greater Sage-Grouse Core Area Protection.

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

The Consultant shall set aside available study funds not in excess of \$5,000 for discretionary purposes. This task is included to accommodate changes in or additions to the scope of work as the project develops, as new issues are discovered, or as described below. Due to budgetary constraints, all other tasks should be considered before determining whether or not to utilize the funds under this task. No work will be initiated or funds spent for this task without authorization from the Office project manager.

As part of this task, if determined to be beneficial to the watershed study, the Sponsors, and a wise expenditure of funds, the Consultant will assess the financial and water resources impact of the potential for regional coalbed methane (CBM) development in the study area.

CBM activity may offer an additional source of revenue and economic diversification to the area; however, that type of activity also brings with it a number of questions, including

the impacts to water quality and potential changes in groundwater availability. Should it be determined beneficial, implementation of this task will focus on the potential for any CBM activity, relying heavily on interviews with industry representatives, state officials and projections of future gas prices. An overview of the types of economic benefits provided by industry activity would be described. Similarly, the Consultant shall address the impacts to streamflow and the watershed that oil and gas development may have.

#### **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 August 17, 2018. Four (4) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. Each CD/DVD shall be labeled.

The project Sponsor shall be provided one of the hard copies of the draft report for review. The Office project manager shall provide the Water Resources Data System (WRDS) with both a hard copy and pdf copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 11. Draft Presentations**

After submittal of the draft report, the Consultant shall present the draft findings of the study at a public meeting near the project area. This presentation shall be held jointly with both Sponsors in attendance. 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); 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 an additional presentation in Casper or Cheyenne to present either the draft or final results (depending upon scheduling) to the Commission. All presentations described in this task 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 presentations not less than once each week for two weeks prior to the presentations and should budget accordingly.



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

After receipt and incorporation of the Office and the Sponsors' review comments from both the draft report and presentations, the Consultant shall submit all final documents and materials to the Office on or before November 16, 2018. These final documents and materials shall include twelve (12) [MIN] hard copies of the final report and executive summary. The executive summary shall outline the purpose, findings, and recommendations of the project and 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) [MIN] CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report and will be the same version as the hard copy. Each CD/DVD shall be labeled.

Two (2) [MIN] CD/DVD copies containing the final report and executive summary in original formats (Word, Excel, etc.) and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall be labeled.

Three (3) [MIN] CD/DVD 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 CD/DVD shall be labeled. One of these copies will be included in the project notebook.

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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant, and date.

Three (3) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources. All GIS products shall be prepared and delivered with respect to the following standards:

**DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River

Data Model Steering Committee. No work shall proceed until this plan is approved by the Office project manager.

**FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.

**FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.

**PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**WOODARD & CURRAN, INC.**

Title/Category	Hourly Rate
Sr. Project Manager/Sr. Principal	\$194.00
Principal/Regional Manager/Program Manager	\$163.00
Project Manager/HSE Manager	\$152.00
Construction Manager	\$147.00
Senior Project Engineer	\$147.00
Project Engineer/Scientist/Sr. Designer	\$131.00
Engineering/Scientific Technician III	\$ 95.00
Engineering/Scientific Technician II	\$ 85.00
Engineering/Scientific Technician I	\$ 80.00
<b>Other Direct Costs</b>	
Subcontractors	Cost
Level A, B, C PPE and sampling equipment and consumables for characterization of wastes or environmental conditions	Cost
Travel including air fare, lodging, meals, taxi, etc.	Cost
Subsistence costs	Cost
International shipping requested by client	Cost
Vehicles	\$0.535/Mile
All other direct costs and project consumables	Cost

**GREEN RIVER-ROCK SPRINGS-SWEETWATER COUNTY JOINT POWERS WATER BOARD (GR-RS-SC JPWB) WIND RIVER ZONE, 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 Sunrise Engineering, Inc. [Consultant], P.O. Box 609, 47 E. 4<sup>th</sup> Avenue, Afton, WY 83110.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of this Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred sixty-four thousand, six hundred thirty dollars (\$164,630).

**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	\$ 4,934
2. Review of Existing Information	\$ 7,353
3. Inventory, Evaluate, and Map System Components	\$ 22,934
4. Update of Geographic Information System (GIS)	\$ 11,156
5. Update of Hydraulic Model	\$ 16,591
6. Investigation of Supplemental/Redundant Supply	\$ 22,587
7. Conceptual Designs and Cost Estimates	\$ 16,359
8. Geotechnical Investigation	\$ 9,613
9. Water System Financing	\$ 10,765
10. Draft Report	\$ 22,772
11. Report Presentations	\$ 3,866
12. Final Report and Deliverables	\$ <u>15,700</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 164,630</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the

Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of fourteen (14) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Keith E. Clarey, [keith.clarey@wyo.gov](mailto:keith.clarey@wyo.gov), (307) 777-7626.

Consultant: Jason J. Linford, [jlinford@sunrise-eng.com](mailto:jlinford@sunrise-eng.com), (307) 885-8500.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not

be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**SUNRISE ENGINEERING, INC.**

\_\_\_\_\_  
Jason J. Linford, P.E., Principal Engineer  
Employer ID #87-0395347

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 located in the City of Green River, the City of Rock Springs, and the adjacent area of Sweetwater County, Wyoming. The project area is located within the Green River Basin. This project is sponsored by the Green River-Rock Springs-Sweetwater County Joint Powers Water Board (GR-RS-SC JPWB).

2. Purpose: To perform a Level II study for the (GR-RS-SC JPWB Wind River Zone Study. The JPWB is seeking a Level II feasibility study that focuses on providing supplemental and redundant transmission/pumping capacity to the “Wind River” service zone in the City of Rock Springs. All supply to the northern portions of the City must pass through and be supplied by the “Wind River Zone.”

3. History: From 2005 to 2009, the WWDC conducted the GR-RS-SC JPWB Water System Master Plans (Phase 1 and Phase 2) to study the JPWB’s system in Green River and Rock Springs. Those studies identified areas of the system that required improvements and helped to prioritize those improvements. The need for specific improvements to the Wind River Zone supply and pumping was identified in the 2009 WWDC Water System Master Plan (Phase 2). A conceptual design schematic illustrating options of accommodating this need, can be seen on Exhibit 2-3 of that Phase 2 report.

#### Legislative Appropriations:

2005	GR-RS-SC Master Plan (Phase 1)	Level I	\$250,000
2007	GR-RS-SC Master Plan (Phase 2)	Level I	\$220,000
2015	GR-RS-SC Pipeline Feasibility Study	Level II	\$125,000

#### Previous relevant reports:

Nelson Engineering, 2007, Final Report, Green River, Rock Springs, Sweetwater County, Joint Powers Water Board, Master Plan, Level I Study, Jan. 2007.

Nelson Engineering, 2009, Final Report, Green River, Rock Springs, Sweetwater County, Joint Powers Water Board, Water System Master Plan Phase 2, Jan. 2009.

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

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	 \$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	 \$ _____

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

#### 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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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 and the City of Rock Springs 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. Input gathered at this initial meeting shall be utilized by the Consultant in formalizing the scope of 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 and Sponsor prior to organizing any meetings.

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

The Consultant will gather and review the existing information related to the Sponsor water supply system and the adjacent project areas. This includes information available through the Sponsor, Office, Water Resources Data System (WRDS), Wyoming State Engineer's Office (WSEO), Wyoming Department of Environmental Quality (WDEQ), Water Quality Division (WQD), and any other sources as appropriate.

Previous reports on 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.

The Consultant shall review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect this project.

### **Task 3. Inventory, Evaluate, and Map System Components**

The Consultant shall complete the following tasks, as applicable and as needed for this pipeline feasibility study.

- a. Update the JPWB master plans' (Phase 1 and Phase 2) inventory and evaluate the existing infrastructure within the Wind River Zone and downstream demands within the system to determine its ability to meet current water demands and future demands.
  - i. Identify those components that presently require repair or replacement.
  - ii. Identify those components that will require repair or replacement within the next twenty (20) years and provide a prioritized schedule for the needed improvements.
- b. As needed for this feasibility study, the Consultant shall collect geographic data for major water system facilities. The limited collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a "data dictionary" and having sub-meter accuracy or greater. The appropriate data tables will be included in the Geographic Information System (GIS) for each digital feature mapped. Mapping will be performed using a method acceptable to the Office project manager, the Sponsor, and the City of Rock Springs.

### **Task 4. Update of Geographic Information System (GIS)**

The Consultant shall complete the following tasks to update the GIS.

- a. DATA PLAN. The Consultant will update the GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.
- b. FEATURE MAPPING. The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water

- system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

### **Task 5. Update of Hydraulic Model**

The Consultant shall update an existing hydraulic model of the Sponsor’s water system and evaluate the proposed system modifications for the existing and proposed pipelines and pump station(s). The Consultant shall update the background images to the most currently available aerial images (available from the City of Rock Springs).

In addition, the Consultant shall evaluate and if necessary, update the daily demand figures within the demand scenarios. The Consultant shall update the water system’s representation within the current model and assign appropriate node demands.

The Consultant shall utilize the following software platform or an Office project manager-approved equal:

- Bentley/Haestad Methods: WaterGEMS (ArcGIS based).

**The JPWB currently utilizes Water GEMS, Version Y8i to hydraulically model its water system.** All computer hydraulic modeling shall be completed within this software suite. All modeling files shall also be submitted to the JPWB at the conclusion of the study.

The Consultant shall evaluate the adequacy of the existing and proposed water transmission and distribution systems to meet current and future pressure and flow requirements based on maximum day demands.

The existing fluctuations in the “Base Zone” within Rock Springs have been documented and studied previously. The findings show that the pumping from the Water Treatment Plant (into Base Zone) and pumping the Base Zone into the Wind River Zone have a significant impact. Since the proposed improvements will follow this scenario, minimizing (or not worsening) this situation must be considered during the evaluation and design of the proposed improvements.

Transient analysis of the existing transmission system and the recommended improvements shall also be included in this Task.

The Consultant shall coordinate with the Office project manager in the completion of this task.

#### **Task 6. Investigation of Supplemental/Redundant Supply**

The Consultant shall gather and analyze data to evaluate the options available to provide supplemental/redundant supply to the Wind River Zone. Along the options identified in Phase 2 of the master plan, the Consultant shall investigate any additional alternate supply strategies that achieve similar benefits. The Consultant shall provide exhibits, drawings, and/or documentation illustrating the available alternate supply strategies.

The Consultant shall investigate alignments for transmission lines (suction and discharge) as well as the potential pump staging sites. Alternate routes and/or sites (other than those within the master plan) will need to be considered. Easement and land acquisition issues shall be identified.

As part of this Task, the Consultant shall develop a “comparison matrix” or other similar method to identify the benefits, limitations, challenges, and costs of the alternates of phase(s) of alternates (as appropriate) for comparative purposes by the Office, Sponsor, and City of Rock Springs, so that input can be provided to the Consultant on final recommendations.

Impact to water quality and chlorine residual shall be considered. Residual monitoring and re-injection is currently utilized in the Wind River Pump Station and it is anticipated that this must be accommodated within the proposed improvements. Considerations to address water quality concerns may need to be included in this Task.



It is anticipated that the supply strategies that involve significant costs will need to be phased during construction due to funding limitations. Recommended supply strategies will need to be analyzed and conceptually designed to accommodate phasing where possible.

### **Task 7. Conceptual Designs and Cost Estimates**

The Consultant shall prepare conceptual designs for the proposed pipeline segments and associated components, as instructed by the Office project manager. The Consultant shall prepare and include maps, drawings, and other items to clearly present their proposed conceptual designs.

These conceptual pipeline designs may include ancillary equipment, pumping facilities, power transmission facilities, backup power generation, etc., and any other appurtenances necessary to make the system function in the manner intended. Sub-sets or phasing of these components may also need to be considered. In addition, impacts to water quality and chlorine residual shall be considered. If required, the conceptual design shall include the necessary components to maintain water quality and chlorine residual.

The Consultant shall prepare construction cost estimates in tabular form for each of the system improvement options and/or phases. The table will be broken down into both Commission eligible and non-eligible costs. These cost estimates shall be prepared according to the outline in Attachment B, 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 infrastructure improvements identified herein. 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 herein.

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. Geotechnical Investigation**

As directed by the Office project manager, the Consultant may need to conduct a geotechnical investigation along the proposed new pipeline alignment if conditions of concern arise. The Consultant shall conduct a geotechnical investigation at the site of the proposed pump station to determine foundation type and any special considerations that may need to be taken into account in the cost estimate.

## **Task 9. 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 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 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 four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules, and the 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.

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 67% grant and 33% 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: <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

Contact: Brian Mark, SRF Principal Engineer, WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002. Tel 307-777-6371. Email: [brian.mark@wyo.gov](mailto:brian.mark@wyo.gov)

For RUS:

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

Contact: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

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 Sponsor securing a grant for the project(s) in question.

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 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:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/> 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. 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 July 1, 2018.

Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **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); 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 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 12. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on, or before, September 1, 2018.

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 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**SUNRISE ENGINEERING**

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$ 91	451	Training Specialist I	\$ 77
102	Engineer Intern (E.I.T.) II	112	452	Training Specialist II	91
103	Engineer III	128	455	Training Supervisor	110
104	Engineer IV	142	456	Training Manager	123
105	Engineer V	159	460	Training Director	154
110	Principal Engineer	175	500	Funding Specialist	115
121	Electrical Eng. Int. (E.I.T.) I	99	510	Plan Reviewer	107
122	Electrical Eng. Int. (E.I.T.) II	109	511	Building Inspector I	59
123	Electrical Engineer III	130	512	Building Inspector II	82
124	Electrical Engineer IV	150	513	Building Inspector III	102
125	Electrical Engineer V	165	525	Building Official	118
126	Principal Electrical Engineer	185	604	GIS Tech IV	83
301	Engineering Tech I	70	611	GIS Specialist I	93
302	Engineering Tech II	79	51	Administrative I	42
303	Engineering Tech III	95	52	Administrative II	55
304	Engineering Tech IV	118	53	Administrative III	60
311	Electrical Tech I	79	721	Water Rights Specialist I	88
312	Electrical Tech II	89	722	Water Rights Specialist II	99
313	Electrical Tech III	99	723	Water Rights Specialist III	113
314	Electrical Tech IV	109	711	Project Manager I	96
315	Electrical Tech V	125	712	Project Manager II	120
351	Construction Observer I	60	930	Survey CAD Tech	93
352	Construction Observer II	80	935	One Man Survey Crew	127
353	Construction Observer III	92	940	Survey Manager	137
354	Construction Observer IV	98	945	Registered Surveyor	150
401	CAD Drafter I	62	950	Principal Surveyor	170
402	CAD Drafter II	72			
403	CAD Drafter III	92			
404	CAD Drafter IV	98			

**REIMBURSABLE EXPENSE SCHEDULE**

<b>Expense</b>	<b>Rate</b>
Mileage	\$0.535 per mile
Per Diem Meals	\$35 per day
Snowmobile/ATV & Trailer	\$250 per day
Troxler Nuclear Density Gauge	\$40 per day
High Density Scanner	\$150 per hour
Material Testing Lab Work	Actual Cost
Outside Consultants, Aerial Photography, etc.	Actual Cost
Lodging	Actual Cost
Other Expenses incurred	Actual Cost



**HOG ISLAND 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 Y2 Consultants, LLC, P.O. Box 2674, Jackson, Wyoming 83001.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the effective date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed ninety-nine thousand, five hundred fifty dollars (\$99,550).

**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	\$ 7,710
2. Review of Existing Information	\$ 6,960
3. Population Growth and Water Demand Projections	\$ 5,310
4. Inventory/Eval Existing Water Systems, New Sys Concept	\$ 16,910
5. Creation of a Geographic Information System	\$ 5,300
6. Hydraulic Model	\$ 4,050
7. Well Siting	\$ 960
8. Water Quality	\$ 760
9. Review of Water Rights	\$ 2,480
10. Prioritization of Recommendations	\$ 2,260
11. Cost Estimates	\$ 3,400
12. Regional Supply Considerations	\$ 5,640
13. Water System Financing	\$ 3,070
14. Discretionary Task	\$ 8,000
15. Draft Report	\$ 7,000
16. Report Presentations	\$ 9,680
17. Final Report and Deliverables	\$ 10,060
<b>TOTAL PROJECT COST</b>	<b>\$ 99,550</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be

retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 sub-consultants.

**(ii) Billings for Subcontractors.** Billings for subcontractor, associates or sub-consultants 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.



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

Office: Kevin J. Boyce, P.G., [kevin.boyce@wyo.gov](mailto:kevin.boyce@wyo.gov), (307) 777-7626.

Consultant: Zia Yasrobi, P.E., [zia@Y2consultants.com](mailto:zia@Y2consultants.com), (307) 733-2999.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not

be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**Y2 CONSULTANTS, LLC**

\_\_\_\_\_  
Zia Yasrobi, P.E., Owner/Manager  
Employer I.D. No. 27-204896

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 Hog Island Improvement & Service District straddles US HWY 26-89-189-191 on the west banks of the Snake River, in Teton County, 7 miles south of Jackson. (Lat./Long. - 43°22'22", 110°44'37" Approx.)
2. Purpose. To perform a Level I study for the Hog Island Improvement & Service District to develop concepts for a new rural public water supply system.
3. History. The Hog Island area is a collection of housing subdivisions, segregated tract home-sites, pasture land, a large mobile-home park, and the location of the local WYDOT offices and maintenance shop. A new elementary school is planned to be soon constructed on property just south of the Teton County WYDOT facility. The recent (2012) Jackson/Teton County Comprehensive Plan deemed Hog Island as a "complete neighborhood" however no community-wide water/sewer utilities exist. Existing drinking water supplies in the area consist of shallow domestic wells that have poor production and poor water quality if bedrock-sourced. The Evans Mobile-Home Park has a system supplied by three wells on the bank of the Snake River that are likely in communication with the streamflow. Formation of an Improvement & Service District by the sponsor is largely based on replacing existing drinking water supplies with a safe, reliable municipal-like system.

Previous WWDC Reports:

Teton County Water Master Plan, 1999

[http://library.wrds.uwyo.edu/wwdcrept/Teton/Teton\\_County-Water\\_Supply\\_Master\\_Plan\\_Level\\_I-Final\\_Report-1999.html](http://library.wrds.uwyo.edu/wwdcrept/Teton/Teton_County-Water_Supply_Master_Plan_Level_I-Final_Report-1999.html)

Hoback Junction Water Master Plan, 2006

[http://library.wrds.uwyo.edu/wwdcrept/Hoback\\_Junction/Hoback\\_Junction-Water\\_Supply\\_Study\\_Level\\_I-Final\\_Report-2006.html](http://library.wrds.uwyo.edu/wwdcrept/Hoback_Junction/Hoback_Junction-Water_Supply_Study_Level_I-Final_Report-2006.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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____

Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____

Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____
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Note: Any inflation costs, as determined by the consultant and Office project manager, will be applied to the Total Project Cost.

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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.

## **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 (2) additional project meetings in the area. The Consultant shall coordinate with the Office project manager prior to organizing any meetings.

### **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 Department of Transportation, Teton County 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 Growth and Water Demand Projections**

The Consultant shall develop growth projections for two scenarios: 1) the Sponsor's corporate limits and 2) the Sponsor's water service area. 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 to be used in this master plan. 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, New System Concept**

The Consultant shall complete the following tasks.

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future demands developed in Task 3.
  - i. Identify those components that presently require repair or replacement.
  - ii. Identify those components that will require repair or replacement within the next twenty (20) years and provide a schedule for the needed improvements.
- b. Where applicable, 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. Identify restrictions and limitations and make recommendations for improvements needed to address deficits.
- c. The Consultant shall prepare conceptual designs for water supply components being considered 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.

## **Task 5. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for the GIS.

- a. **DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.
- b. **FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.

- d. PROJECT AREA. Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

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

The Consultant shall construct a conceptual hydraulic model or update a current hydraulic model, if available, of the Sponsor's water supply system, utilizing one of the following software platforms or an Office approved equal:

- Innovyze/MWH Soft: InfoWater (ArcGIS based); H2OMap Water (stand-alone); or H2ONet (AutoCAD based)
- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)

The Consultant shall model the current and proposed systems. 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, 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

## **Task 7. Well Siting**

The Consultant shall complete a thorough study that emphasizes the identification of a source aquifer in the vicinity of the Hog Island corridor that would provide source supply to meet public water supply system needs. This effort shall include an assessment of existing well data and characterization of subsurface aquifers that would pose as feasible candidate targets for test drilling.

The Consultant shall utilize existing information to determine a location, or locations, for an exploratory drilling program to be conducted if favorable sites exist. A tabulation of potential test drilling sites shall be presented which includes:

A tabulation of potential well sites shall be presented which includes:

- (a) Location (Legal and Lat.-Long.) and ground surface elevation
- (b) Surface ownership
- (c) Total depth or estimated drilling depth
- (d) Completion zone or targeted hydro-stratigraphic horizon
- (e) Known or expected aquifer parameters
- (f) Estimated flow or production potential
- (g) Difficulty of drilling and/or completion
- (h) Water quality potential
- (i) Existing surface and ground water rights
- (j) Distance to key municipal system facilities (diversions, storage, transmission pipeline(s), treatment, power, etc.)
- (k) Well spacing requirements
- (l) Federal, State, or other Institutional nexus
- (m) Other defining and/or unusual characteristics
- (n) Site ranking

## **Task 8. Water Quality**

The Consultant shall review existing water quality reports, or perform water quality testing, if no reports are available, to determine if select water supply sources comply with EPA drinking water standards. If the reports indicate that the standards are not being met or suggest other 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.

**Task 9. Review of Water Rights**

The Consultant will review the status of the water rights, including agricultural uses in and adjacent to the Hog Island Improvement & Service District and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions & limitations, status (adjudication, standing, expirations/cancellations) and other pertinent data.

**Task 10. Prioritization 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.

**Task 11. Cost Estimates**

The Consultant shall prepare construction cost estimates in tabular form for each of the system improvement options developed and prioritized in Task 4 and Task 10. 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 B, 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 infrastructure improvements identified in Task 4. 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 Task 10.

**Task 12 Regional Supply Considerations**

The Consultant shall consider the potential of future incorporation of Hog Island ISD into a conceptual regional supply system. The Consultant shall review previous

reconnaissance and feasibility studies dealing with a rural transmission/distribution corridor and a conceptual junction at the Town of Jackson terminus transmission/distribution. Concept level transmission, pumping, distribution, storage, controls, and other delivery appurtenances shall be analyzed as well as other potential sponsoring entities and administration under a regional water supply. cursory estimates shall be developed as necessary and financing possibilities shall be explored. The Town of Jackson shall be consulted to determine its present priorities for future system source supply improvements or development and Teton County shall be consulted regarding present and future planning for residential/commercial/public utility provisions.

### **Task 13. 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 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 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 four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules developed in Task 10 and the cost estimates developed in Task 11. 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 67% grant and 33% 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: <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

Contact: Brian Mark, SRF Principal Engineer, WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002. Tel 307-777-6371. Email: [brian.mark@wyo.gov](mailto:brian.mark@wyo.gov)

For RUS:

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

Contact: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

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 Sponsor securing a grant for the project(s) in question.

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 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:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/> 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 14. Discretionary Task**

The Consultant will place \$8,000 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 15. 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 July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided copies of this draft report by the Office project manager for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with a hard PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 16. 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. The Consultant is responsible for publishing notice of any public meeting not less than once each week for two weeks prior to the meeting and should budget accordingly. 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); 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.

**Task 17. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018. These final documents and materials shall include: 1) Fifteen (15) hard copies of the final report, and 2) Fifteen (15) hard copies of the executive summary. The 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**Y2 CONSULTANTS, LLC**

<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
Zia Yasrobi, PE	Principal Engineer	\$185.00
Jeff Hobson, PE	Senior Structural Engineer	\$125.00
Honza Vorel, PE	Structural Engineer	\$ 95.00
John P. Kemp, PE	Senior Civil Engineer	\$125.00
Carl Daavettila	Design Engineer	\$110.00
Vince Roux, MS	Environmental Engineer	\$ 90.00
Heather Smith, PE	Civil Engineer	\$ 95.00
Katie Creasey, EIT	Civil Engineer	\$ 90.00
Yashar Yasrobi, EIT	Civil Engineer	\$ 85.00
Susan Courtney, EIT	Civil Engineer	\$ 78.00
Brenda Younkin, MS	Project Manager	\$140.00
Charles H. Butterfield, PhD	Senior Environmental Scientist	\$115.00
Marley Vaughn, MS	Environmental Scientist II	\$120.00
Tracy Ross, MA	Environmental Tech	\$ 85.00
Russell Burton, BS	Environmental Tech	\$ 75.00
Abigail Moore	Policy Analyst	\$ 85.00
Carrie Daniel	Administration	\$ 68.00
Janessa Piteo	Administration	\$ 68.00
<b>Reimbursable Expenses</b>		
Mileage	per mile	\$ 0.535
B&W Copies	8 ½ x 11	\$ 0.10
Color Copies	8 ½ x 11	\$ 0.60
B&W Copies	8 ½ x 14	\$ 0.15
Color Copies	8 ½ x 14	\$ 0.90
B&W Copies	11 x 17	\$ 0.20
Color Copies	11 x 17	\$ 1.20
B&W Copies	12 x 18 (Half-size plotter)	\$ 2.00
Color Copies	12 x 18 (Half-size plotter)	\$ 6.00
50% Color Plotter Prints	per page	\$ 12.00
Full Color Plotter Prints	per page	\$ 24.00
B&W Plotter Prints	per page	\$ 4.00

*\*Lodging will be billed at cost*

*\*Meals will be billed at a daily per diem rate of \$50.00/day*

*\*\*Subcontractor invoices will be billed at cost*

**KIRBY DITCH REHABILITATION, 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 Sage Civil Engineering [Consultant], 2824 Big Horn Avenue, Cody, WY, 82414.

**2. Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of this Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

**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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed seventy-five thousand, nine hundred dollars (\$75,900).

**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	\$ 4,300
2 Information Collection and Literature Review	\$ 3,400
3 Rehabilitation Plan	\$ 8,400
4 Conceptual Level Designs and Cost Estimates	\$ 18,500
5 Economic Analysis and Project Financing	\$ 5,100
6 Creation of a Geographic Information System	\$ 12,600
7 Draft Report	\$ 10,300
8 Report Presentations	\$ 6,400
9 Final Report and Deliverables	<u>\$ 6,900</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 75,900</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

### **F. Award of Related Contracts.**

**(i)** The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of ten (10) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Chace Tavelli, [chace.tavelli@wyo.gov](mailto:chace.tavelli@wyo.gov), 307-777-7626.

Consultant: James Evans, [jevans@sagecivilengineering.com](mailto:jevans@sagecivilengineering.com), 307-527-0915.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability

insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**SAGE CIVIL ENGINEERING**

\_\_\_\_\_  
James Evans, P.E., Vice President  
Employer ID Number: 83-0337130

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 Kirby Ditch diverts water out of the Bighorn River approximately one mile north of Thermopolis and is approximately 10 miles long extending to the area near the Town of Kirby in the Bighorn River Basin.
2. Purpose: To perform a Level II study for the Kirby Ditch Irrigation District.
3. History: This proposed Level II Feasibility Study will focus on two areas of the Kirby Ditch. The ditch flows through a slide area; this part of the ditch is being shut down often due to slides putting irrigators out of water and suffering crop loss. This study will consider options to remedy the slide issue. Additionally, there is a diversion on the upper end of the ditch where the land owner is required to check the ditch to raise the water level enough to get water in his ditch. This backs up water creating algae issues, increased seepage, and affects measuring the water in Kirby Ditch. The study will consider options to improve or move this diversion. The following are past projects:

<u>Project</u>	<u>Level</u>
Kirby Irrigation District Conservation Program	II
Kirby Rehabilitation 2011	III

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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 and the public with the scope of the project and to obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids to explain the project. The Consultant shall budget for a minimum of two additional project meetings to be held in the project area. One of these meetings will be scheduled at the discretion of the Office project manager depending on developments during the study. The Consultant shall budget for project coordination meetings at the project site as necessary. In the interest of economy, meetings will be scheduled to coincide with fieldwork. The Consultant shall notify the Office project manager in advance of any meetings with the project sponsor.

### **Task 2. Information Collection and Literature Review**

The Consultant shall collect and review all available background information for successful completion of the project. This may 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, the Office, Water Resources Data System, Wyoming State Engineer's Office, 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 this project. Information obtained through this task shall be summarized and used to help direct project work.

### **Task 3. Rehabilitation Plan**

There are two locations on the Kirby Ditch that will be the focus of this study. The first is at the top of the ditch where a check structure backs up water to enable a farm turnout to be supplied with water. This causes water to be backed up, algae issues, and seepage. The Consultant shall evaluate the issue and provide alternatives to alleviate the problem while providing a water supply to the farm turnout without harm to other users. Water rights shall be evaluated in the event that a change in point of diversion is necessary.

The second is an area where the ditch alignment is near an area that is prone to sloughing and slides. This causes interruption in flow for down-ditch irrigators. The Consultant shall evaluate the issue and provide alternatives to prevent further interruption in flow.

Sediment has been identified as a problem in the system. The Consultant shall identify point sources of sedimentation and provide mitigation alternatives. In addition, the Consultant shall provide mitigation alternatives for the sections of ditch most affected by the sedimentation.

#### **Task 4. Conceptual Level Designs and Cost Estimates**

The Consultant shall prepare conceptual level designs and cost estimates for the costs of the project alternatives developed in the rehabilitation plan. Estimates should include operation and maintenance costs, life cycle costs, administrative costs, debt retirement, Commission "Repair and Maintenance Account" funding, permitting costs, easements, clearances necessary for the recommended system improvements, etc. The cost estimates will be in tabular form for each of the alternatives. The table will be broken down into both Commission eligible and non-eligible costs. These cost estimates will be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared and understood. The cost estimates will also be of sufficient accuracy to support a legislative request for Level III Construction funding.

##### 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 will be conducted as needed.

If necessary, 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 5. Economic Analysis and Project Financing**

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.

The Consultant shall provide information on potential funding sources for implementation of improvement projects. Potential sources to be evaluated should include the Commission, U.S. Department of Agriculture, U.S. Bureau of Reclamation, Wyoming DEQ-WQD Clean Water Act Section 319 and other potential state and federal funding



sources. For more information on project funding assistance see Section C.6 of the Scope of Services.

The Consultant shall provide an ability to pay analysis which will, based on a financial planning model, determine conditions and level of funding necessary for implementation. The Consultant shall generate recommendations based on annual financial commitments of the sponsor needed to cover construction costs and meet operation and maintenance obligations. The analysis will consider the improvements defined in the 2010 "Kirby Irrigation District Conservation Program, Level II Study".

This analysis will provide information necessary to determine end costs of project implementation under funding scenarios involving local, state, and Federal assistance and will include all identified and recommended improvements and all eligible and non-eligible components. The Consultant shall also develop the specific information needed to make application to local, state, and Federal agencies including timelines, trigger dates, agency criteria, conditions, and funding requirements.

#### **Task 6. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for the update and/or creation of the GIS.

- a. DATA PLAN. The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.
- b. FEATURE MAPPING. The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be

organized in such a way as to allow easy replication of the maps in the final project report.

- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

#### **Task 7. 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 July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 8. 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); 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 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 9. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, 2) Twelve (12) hard copies of the executive summary. The 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**SAGE CIVIL ENGINEERING**

**Hourly Labor Rates**

Principal	\$100.00
Project Manager	\$ 90.00
Design Engineer II	\$ 85.00
Design Engineer I	\$ 75.00
GIS Specialist	\$ 80.00
Water Rights Specialist	\$ 80.00
Technician II	\$ 60.00
Technician I	\$ 45.00
Licensed Land Surveyor	\$ 90.00
Survey Crew Chief	\$ 65.00
Resident Project Representative	\$ 65.00
Resident Project Representative (Overtime)	\$ 85.00
Administrative Assistant	\$ 50.00

**Miscellaneous Charges**

Vehicle	\$0.535/mile
ATV	\$10/hour
UTV	\$20/hour
Survey Grade GPS	\$40/hour
Resource Grade GPS	\$10/hour
Meals	At cost
Lodging	At cost

All other direct costs will be charged at cost.

**LAPRELE 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 Re/Spec Inc. [Consultant], 7300 Yellowstone Road, Suite #5, Cheyenne, WY 82009.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of this Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred eighty-one thousand, seven hundred dollars (\$181,700).

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	\$ 8,000
2 Information Collection and Literature Review	\$ 4,500
3 System Assessment and Inventory	\$ 55,000
4 Current Operations and Irrigation Efficiency Analysis	\$ 35,000
5 Review of Water Rights	\$ 5,800
6 Rehabilitation and Management Plan	\$ 24,000
7 Concept Level Designs and Cost Estimates	\$ 14,000
8 Economic Analysis and Project Financing	\$ 8,000
9 Discretionary Task	\$ 7,500
10 Creation of a Geographic Information System	\$ 2,400
11 Draft Report	\$ 7,000
12 Report Presentations	\$ 2,500
13 Final Report and Deliverables	<u>\$ 8,000</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 181,700</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the

Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.



**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of twelve (12) pages, and Attachment B, consisting of two pages (2), represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Chace Tavelli, [chace.tavelli@wyo.gov](mailto:chace.tavelli@wyo.gov), 307-777-7626.

Consultant: Jared Oswald, P.E., [jared.oswald@respec.com](mailto:jared.oswald@respec.com), 605-394-6508.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not

be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.



**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**RE/SPEC INC.**

\_\_\_\_\_  
Jason Love, P.E.  
Vice President of Water and Natural Resources  
Employer ID #: 46-0315848

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 LaPrele Irrigation District is located west and south of Douglas, Wyoming, along Interstate 25 in Converse County, and lies within the North Platte River Basin.
2. Purpose: To perform a Level I study for the LaPrele Irrigation District.
3. History: The LaPrele Irrigation District supply system is made up of 3 reservoirs, siphons, tunnels and open ditch canals. The District is interested in a Level I study to look at their entire system to identify issues with their infrastructure. The LaPrele Reservoir may need repairs to the spillway; there are aging diversion headgates and leaking canals that all need to be assessed. Past WWDC projects include a 1984 LaPrele Irrigation District Rehabilitation Level III project.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____

Legal Fees (Title of Opinion Only)	\$ _____	
Acquisition of Access and Rights of Way	\$ _____	
Pre-Construction Costs (Subtotal # 1)		\$ _____
Cost of Project Components	\$ _____	
	\$ _____	
	\$ _____	
Total Component Cost (Subtotal #2)	\$ _____	
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____	
Components and Engineering Costs (Subtotal #3)	\$ _____	
Contingency (Subtotal #3 x 15%)	\$ _____	
Construction Cost Total (Subtotal #4)		\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)		\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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 Consultant will budget for three (3) project

meetings to be held in the project area. Two of these meetings will be to discuss developments in the project, and one will be held at the discretion of the Office project manager depending on developments during the study. The Consultant shall budget for project coordination meetings at the project site as necessary. In the interest of economy, meetings will be scheduled to coincide with fieldwork. The Consultant shall notify the WWDO project manager in advance of any meetings with the project sponsor.

## **Task 2. Information Collection and Literature Review**

The Consultant shall collect and review all available background information regarding the District's 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 and review any GIS relative to the District. 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 10.

The Consultant shall review any flow records maintained by the Sponsor and work with District personnel to document typical seasonal flows.

## **Task 3. System Assessment and Inventory**

The Consultant shall map and assess the existing conveyance system, evaluate all existing structures on the conveyance system including dams, outlets, and spillways, and determine rehabilitation needs. The Consultant shall perform a cursory look at the LaPrele Reservoir Dam and a more refined look at its spillway. The Consultant shall then produce a summary of existing system facilities, including reservoirs. The information and attributes shall be recorded in a format that could be used in ArcGIS. The Consultant shall also make recommendations for system upgrades as needed in the Rehabilitation and Management Plan (Task 6). The system assessment will be developed as described below:

- a. The Consultant will conduct an engineering evaluation of each structure, noting any deficiencies, this will include the spillway of LaPrele Reservoir Dam. 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, discuss with district personnel, 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 will 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 of 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).
- d. If applicable the Consultant shall incorporate field drainage mapping into the GIS 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. 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. Current Operations and Irrigation Efficiency Analysis**

The Consultant will evaluate the potential for delivery system and on-farm water conservation opportunities and review current District operations including water appropriation and water rights. Irrigation methods will be mapped. The Consultant shall determine farm delivery requirements for the irrigated acreage within the 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 shall recommend and detail any recommended procedural changes in the management and operation of the system.

#### **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 included in the updates to the Sponsor's GIS. The Consultant shall search the State Engineer's Office (SEO) database for permits associated with District and map those land's 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 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 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.

### **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. 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 will provide information on potential funding sources for implementation of specific priority management activities and improvement projects. Potential sources to

be evaluated should include the Office, U.S. Department of Agriculture, U.S. Bureau of Reclamation, Wyoming DEQ-WQD Clean Water Act Section 319 and other potential state and federal funding sources. For more information on project funding assistance see Section C.6 of the Scope of Services.

The Consultant will provide an ability to pay analysis which shall, based on a financial planning model, determine conditions and level of funding necessary for implementation. The Consultant will generate recommendations based on annual financial commitments of the sponsor needed to cover construction costs and meet operation and maintenance obligations.

This analysis will provide information necessary to determine end costs of project implementation under funding scenarios involving local, state, and Federal assistance and shall include all identified and recommended improvements and all eligible and non-eligible components. The Consultant will also develop the specific information needed to make application to local, state, and Federal agencies including timelines, trigger dates, agency criteria, conditions, and funding requirements.

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

The Consultant will place \$7,500 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 WWDO.

#### **Task 10. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for the GIS.

- a. DATA PLAN. The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.
- b. FEATURE MAPPING. The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants,

storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the hydraulic model. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.

- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.
- e. The Consultant shall ensure that the products are compatible with the one-call system and that a basic level of computer training is provided throughout the project so the Sponsor has a basic understanding of how to use the GIS products.

### **Task 11. 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 July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues

discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **Task 12. 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); 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 receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, 2) Twelve (12) hard copies of the executive summary. The 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) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file.

These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**RE/SPEC INC.**

<b>Labor Category</b>	<b>Hourly Rates</b>					
	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
Principal Consultant	\$200.00	\$210.00	\$220.00	\$230.00	\$240.00	\$250.00
Resident Consultant	\$190.00	\$200.00	\$210.00	\$215.00	\$220.00	\$225.00
Senior Staff Scientist	\$170.00	\$175.00	\$180.00	\$185.00	\$190.00	\$195.00
Senior Staff Engineer	\$165.00	\$170.00	\$175.00	\$180.00	\$190.00	\$200.00
Senior Staff Geologist	\$165.00	\$170.00	\$175.00	\$180.00	\$190.00	\$200.00
Staff Consultant	\$150.00	\$155.00	\$160.00	\$170.00	\$175.00	\$180.00
Water Resource Scientist	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00	\$155.00
Project Engineer	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00	\$155.00
Project Analyst	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project GIS Analyst	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project Ecologist	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project Biologist	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project Geologist	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Staff Engineer	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
GIS Developer	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Staff Analyst	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Staff Scientist	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Staff Geologist	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Watershed Scientist	\$ 95.00	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
GIS Analyst	\$ 95.00	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
Engineer	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00	\$115.00
Ecologist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Biologist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Botanist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Analyst	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Geologist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Rangeland Scientist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Scientist	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00

ATTACHMENT B TO LAPRELE IRRIGATION DISTRICT MASTER PLAN, LEVEL I STUDY  
BETWEEN WWDC AND RE/SPEC INC.

<b>Support Labor Category</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
Engineering Technician	\$70.00	\$75.00	\$85.00	\$95.00	\$100.00	\$105.00
AutoCAD Technician	\$75.00	\$80.00	\$85.00	\$90.00	\$100.00	\$110.00
GIS Technician	\$65.00	\$70.00	\$75.00	\$80.00	\$ 90.00	\$100.00
Support Staff	\$55.00	\$60.00	\$70.00	\$75.00	\$ 80.00	\$ 90.00
Technical Editor	\$55.00	\$60.00	\$70.00	\$75.00	\$ 80.00	\$ 85.00
Seasonal Technician	\$45.00	\$50.00	\$55.00	\$60.00	\$ 65.00	\$ 70.00
Engineering Intern	\$40.00	\$45.00	\$50.00	\$55.00	\$ 60.00	\$ 65.00
Accounting Assistant	\$55.00	\$60.00	\$70.00	\$75.00	\$ 80.00	\$ 85.00

### Other Direct Costs

Airfare	@ cost	In-house B&W Copies	\$0.10/copy
Mileage	\$0.535/mile	In-house Color Copies	\$1.00/copy
Meals/Lodging	@ cost	In-house B&W Plotter	\$5.00/plot
		In-house Color Plotter	\$10.00/plot

All other direct costs such as subconsultants, communications, equipment rental, materials, laboratory services, shipping, and reproduction will be charged at cost.



**LITTLE WIND RIVER STORAGE, LEVEL II, PHASE 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 HDR Engineering, Inc. [Consultant], 8404 Indian Hills Dr., Omaha, NE 68114.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the effective date through June 30, 2020. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed four hundred seventy-two thousand, six hundred one dollars, and ninety-two cents (\$472,601.92).

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

<u>Task</u>	<u>Estimated Cost</u>
1. Review of Background Information	\$ 19,942.50
2. Meetings and Project Management	\$ 21,550.00
3. Hydrologic Model Refinement	\$ 86,920.00
4. Environmental Assessment and Permitting	\$ 131,644.67
5. Geotechnical Investigation	\$ 48,861.25
6. Surveying	\$ 11,080.00
7. Conceptual Designs and Cost Estimates	\$ 44,540.00
8. Economic Analyses	\$ 20,000.00
9. Discretionary Task	\$ 54,023.50
10. Public Interest	\$ 2,040.00
11. Creation of a Geographic Information System	\$ 11,820.00
12. Draft Report	\$ 10,040.00
13. Report Presentations	\$ 4,695.00
14. Final Report and Deliverables	\$ 5,445.00
<b>TOTAL PROJECT COST</b>	<b>\$ 472,601.92</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the

Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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, under the assumptions listed in Attachment C, which is incorporated by reference.

**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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of nineteen (19) pages, Attachment B, consisting of two (2) pages, and Attachment C, 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.



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

Office: Tony Rutherford, tony.rutherford@wyo.gov, (307) 777-7626.

Consultant: Blaine Dwyer, blaine.dwyer@hdrinc.com, (303) 885-6808.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily

required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not

be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**HDR ENGINEERING, INC.**

\_\_\_\_\_  
J. Mike Coleman, PE & LS, Sr. Vice President  
Employer Identification Number: 47-0680568

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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. Little Wind River Basin, Fremont County, Wyoming
2. Purpose. To perform a Level II, Phase II study for the Little Wind River Storage Project.
3. History. The Eastern Shoshone and Northern Arapaho Tribes are requesting continued study of the Big and Little Wind River Storage Projects. Phase I corroborated the need for additional storage in the drainage to help offset seasonal irrigation water shortages. The StateMod hydrologic model created under Phase I also revealed additional water availability with a current day priority water right in the basin under the terms and conditions of the Big Horn Adjudication.

A long list of potential storage sites that have been documented throughout various previous work was screened down to a short list of alternatives that appear to be able to supply supplemental water to offset the documented shortages, technically feasible, and the least environmentally damaging. Further, at a meeting with the Tribes in September, 2016, consensus was reached on which top sites to consider further. They are as follows:

- Ray Lake Enlargement
- Washakie Reservoir Enlargement
- Site TT1LW-8240

Further Phase II analysis is recommended to refine project knowledge.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

The Consultant will complete the following set of tasks for the Little Wind River Storage, Level II, Phase II Study:

#### **Task 1. Review of Background Information**

The Consultant shall gather and review any existing background information related to storage studies and the enlargement of existing reservoirs, hydrologic modeling, environmental conditions, cultural resources, geology, and other relevant subject matter available through and provided by the Office, Water Resources Data System, the United States Department of the Interior, Bureau of Indian Affairs, or any other agency with jurisdiction that may affect the construction of a project. Of particular importance is the review of the following literature available through the Wyoming Water Development Office: (1) the Little Wind River Drainage Level II, Phase I Storage Feasibility Study by Tetra Tech, Inc., December 2016; (2) the "Ray Lake Enlargement – Level II Study" by Gannett Fleming, July 2005; (3) the "Upper Wind River Storage Project – Level 1 Study" by SEH, November 2001; (4) the "Riverton East Irrigation Project" by Nelson Engineering, November 2001; and (5) the "Wind/Big Horn Basin Plan Update," by MWH Americas Inc, May 2010.

There has been a significant amount of work completed on water storage in the Wind River Basin, and it is the Consultant's responsibility to review this, and any other applicable material, to ensure that no duplication of effort occurs. Review of background information should be completed prior to any meetings being held.

Upon the completion of the review of background information, the Consultant shall budget for one (1) meeting with the Office project manager and Sponsor to present recommendations as to the direction of the Phase II scope of work and preferred storage site alternative with particular emphasis placed on the review of the StateMod modeling and Alternatives Analysis completed under the Phase I analysis. This shall take place at the onset of the Phase II Contract.

#### **Task 2. Meetings and Project Management**

Project meetings shall be conducted as approved by the Office project manager for the coordination of project activities and for keeping the Sponsor informed of

project progress. Informal project meetings with the Office project manager and Sponsor may be necessary during the course of the study to provide project direction. In addition, project progress meetings will be conducted monthly by teleconference with the Sponsor and Office.

The Consultant should assume a minimum of two (2) formal public project meetings in the study area with the Sponsor and local stakeholders. 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 for the meetings. The Consultant shall prepare meeting minutes for all meetings. In the interest of economy, meetings shall be scheduled to coincide with fieldwork, if possible.

No meeting shall be conducted without approval in advance by the Office project manager.

Should additional meetings be required, these meetings, schedule, agenda and additional costs will be approved by the Office project manager prior to conducting said meetings.

Project management activities include administrative project set-up, subcontractor management, project tracking, invoicing, and project closeout. Written progress reports shall be developed and submitted monthly.

### **Task 3. Hydrologic Model Refinement**

#### StateMod Model

If after completing Task 1, it is determined the StateMod model, developed during Phase I of the Little Wind River Storage, Level II Study (Phase I), requires additional modification to reflect hydrology, water management, and regulation in the basin and/or the complexities of the Big Horn River Adjudication, the Consultant shall coordinate with the Office project manager and Sponsor to complete such modifications.

Once the effectiveness of the model is validated, the Consultant shall continue to collect and incorporate available streamflow data, diversion records, reservoir data, and climate data into the StateMod model with the purpose of further refining water availability and needs estimates. Input data and model runs incorporating new reservoir operations shall be refined based on updated designs and information to determine the ability of the preferred alternative to address shortages. To develop reasonable assumptions, historical records and previous studies will be consulted and local experts will be interviewed. The Consultant shall budget for two (2) meetings with the Office to review assumptions pertaining

to irrigation parameters and hydrologic system demands and should corroborate the analysis with the pertinent State Engineer's Office representative(s). The assumptions must be approved by the Office project manager. Complete documentation shall be developed for all work performed.

It is anticipated that the previously developed StateMod model results will need to be summarized at various locations within the watershed to quantify streamflow changes to aid in evaluating impacts to the aquatic resources as presented in Task 4. The StateMod model will be revised to include the proposed preferred reservoir alternative and other operational constraints identified during discussions with the Sponsor and regulatory agencies. The Consultant shall develop a draft operating plan for the reservoir reflecting considerations and constraints developed as part of this task.

The Consultant shall prepare a hydrologic analysis memorandum suitable for inclusion as an appendix in the final report. The memorandum shall summarize the findings from this task and all models and accompanying data shall be packaged and delivered with the final report.

The Consultant shall coordinate with the Office project manager and the consultant conducting the Big Wind River Storage, Level II, Phase II study on any modifications and/or recommendations to the existing StateMod model.

#### Continued Temporary Stream Gauging

Should the Consultant, in consultation with the Office project manager, find it necessary to install additional temporary stream gauging equipment in order to further refine water availability and needs, the Consultant shall budget for the use of five (5) Office stream gauges. Should gauges be installed, the Consultant will be responsible for landowner clearance, permitting, protocol, installation, operation, maintenance, development of rating curves, data collection, seasonal removal, and all appurtenances associated with the operation of the stream gauges during the life of the Contract.

To avoid duplication of efforts, installation of temporary gauges should be coordinated with the State Engineer's Office, US Geological Survey, Sponsor, the University of Wyoming, and the National Weather Service.

**All proposed work and expenditures of funds under this task must be reviewed and approved by the Office project manager prior to initiating the effort.**

#### **Task 4. Environmental Assessment and Permitting**

The Consultant shall review and refine requirements of applicable state and federal permits and clearances necessary to construct the top candidate reservoir site as identified during Phase I and verified in this Phase II work or as potentially modified by this Phase II work. Permits and clearances shall include, but not be limited to, those that fall within the jurisdiction of the Clean Water Act, Endangered Species Act, Historic Preservation Act, 1964 Wilderness Act, the Fish and Wildlife Coordination Act, the Wyoming State Engineer's Office, the Wyoming Department of Environmental Quality, the US Forest Service, the State Lands and Investments Board, the Bureau of Indian Affairs, the Tribal Historic Preservation Office, United States Fish and Wildlife Service, and the Bureau of Land Management or any other agency with jurisdiction that may affect the construction of a project. Work shall include providing timelines and levels of effort.

This task will consist of coordination with permitting agencies, wetland mapping, an aquatic biological resources/fisheries assessment, and other tasks crucial to the refinement of environmental and permitting considerations as outlined herein.

##### Meetings

The Consultant project manager and one additional project team member will attend up to six (6) meetings to discuss permitting related issues with the Bureau of Indian Affairs (BIA), Tribal Historic Preservation Office (THPO), Wyoming Game and Fish Department (WGFD), United States Fish and Wildlife Service (USFWS), United States Army Corps of Engineers (USACE), or others as requested by the Office project manager. The purpose of these meetings is to corroborate analysis and any assumptions developed through the progression of this project. As part of this coordination effort, the Consultant shall prepare for a wetlands and aquatic resources delineation and a functional assessment of the wetlands by scheduling a work plan review meeting with the USACE Cheyenne, WY office to identify specific data to be collected during the site visit and review the survey plan. The Consultant shall incorporate revisions to the survey plan as mutually agreed to between the Consultant, the Office project manager, and the USACE. When the work for this subtask is substantially complete, the Consultant shall schedule a follow up meeting with the USACE to discuss the results and obtain input.

##### Wetland Mapping

The Consultant shall delineate wetlands and aquatic resources for the preferred alternative with a site visit in accordance with current USACE guidance. The survey area should consist of the proposed reservoir inundation area, proposed dam footprint, potential laydown and work areas, a 50 foot buffer around those areas, and any other potential project disturbance areas and drainage features

that could be of aquatic resource interest to the USACE. The delineated wetlands shall be classified according to methodologies set forth in Wetlands and Deepwater Habitats of the United States (Cowardin et al., 1979) or others as deemed appropriate by the permitting agency.

The wetlands and aquatic resources should be surveyed with a GPS unit capable of sub-meter accuracy. Procedures laid out in Task 12. Creation of a Geographic Information System should be followed. Wetland conditions shall be documented on the USACE Western Mountains, Valleys, and Coasts regional data forms. Sample points and potentially jurisdictional features shall be photographed and included with the documentation. The Consultant shall coordinate with the Sponsor and/or other necessary landowners to obtain the required permissions to access identified areas.

The Consultant shall prepare an Aquatic Resource Inventory (ARI) with the intent of submitting it to the USACE for a preliminary jurisdictional determination and feedback. The ARI should include descriptions of any wetland or aquatic resources identified within the survey area, wetland datasheets, photographs, and feature positions plotted on aerial backgrounds.

The Consultant shall identify up to five potential mitigation site locations. The locations should be selected to meet the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule (40 CFR Part 230). This rule states a watershed approach should be used during mitigation planning. The five locations should be evaluated during the field effort to ensure wetlands are not already present, to verify the potential size of individual sites, and to ensure the ecological conditions are such that a properly designed and constructed wetland mitigation site could be supported. Efforts should be made to locate the potential mitigation sites as close to the project as reasonably possible. The Consultant shall develop preliminary design alternatives, drawings, and associated cost estimates for each of the potential mitigation site locations to be incorporated into Task 8. Drawings for mitigation areas will include plans for the sites, wetland excavation, berm placement, and water management. A draft set of plans will be provided to the Office project manager and Sponsor for review and comment prior to inclusion in the draft report. A final set of plans will be delivered to the Office with the final report.

### Functional Assessment

The Consultant shall complete a functional assessment of the wetlands delineated using the Montana Wetland Assessment Method (2008) and prepare a technical memorandum that summarizes the functional assessment results. This should

include a description of field indicators recorded during the site visit that will be used to identify how the wetlands may be impacted by reservoir water level fluctuations, in the case of an enlargement alternative, and/or water associated with natural stream flow. Should the preferred alternative involve reservoir enlargement, hydrologic data and existing literature should also be reviewed to assess what hydrologic conditions currently support wetlands and to aid in evaluating what changes in hydrology may occur as a result of proposed reservoir modifications.

The technical memorandum should also provide a summary of literature that discusses the potential survival of wetland vegetation after hydrological modifications have occurred. This memorandum will be shared and discussed with the USACE with the goal of providing the USACE information that can be used to support the determination of wetland impacts and mitigation requirements.

#### Aquatic Biological Resources/Fisheries Assessment

The aquatic biological resources/fisheries assessment will involve tasks to define the study area; information gathering to characterize/identify important aquatic species and habitat; identification of potential impact issues; and review/evaluation of hydrologic data to understand the spatial extent and relative magnitude of flow changes on aquatic species. The following information provides a brief summary of the scope for these tasks.

- *Define Study Area* – The study area will be defined based on the determined areas of proposed disturbance as well as reservoir and stream segments where flow or water levels will change due to the preferred alternative. The flow/water level aspect of the study area will require a review of the hydrology model results.
- *Habitat Characterization* – A site visit will be conducted as part of the characterization of aquatic habitat at the reservoirs and streams. This information will be combined with published or unpublished data from WGFD or other sources.
- *Important Species and Habitat* – A literature review will be conducted to obtain information on aquatic species and habitat within the study area. The focus of the species information will be the occurrence and distribution of game fish or other special status fish or amphibian species in the study area. Fish abundance data also will be obtained if available. Habitat information to be obtained will include trout spawning and rearing locations and possible migration corridors. Key information sources will include WGFD and the U.S. Fish and Wildlife Service (USFWS).

- *Identify Impact Issues* – The Consultant shall, based on experience in conducting impact analyses for water development projects, identify and characterize the impact issues associated with aquatic biological resources. Examples of impact issues include effects of flow diversions and flow changes on fish and special status aquatic species in stream segments; effects of water volume/level changes on aquatic species in reservoir sites; and effects of water quality changes on aquatic species from water input or surface disturbance. Issues that represent constraints or fatal flaws also will be identified, as well as any mitigation efforts anticipated.
- *Review/Evaluate Spatial Extent and Magnitude of Flow Changes* – Hydrology model results will be reviewed to estimate the spatial extent and magnitude of flow-related effects on aquatic species. The Consultant and Office project manager will discuss the scenarios that should be used for the evaluation. It is suggested that monthly flow data for representative dry, average, and wet years should be used in these scenarios.
- *Technical Memorandum* – Information resulting from the above tasks will be used to describe aquatic biological resources in the preferred alternative study area, as well as identification of impact issues and an evaluation of potential flow changes on aquatic species and habitat.

### Water Quality

The Consultant shall identify anticipated impacts on, or improvements to, water quality which may occur as a result of constructing the preferred alternative (i.e. – total dissolved solids or total suspended solids, metal concentrations, etc.). Reservoir sedimentation and longevity shall be determined.

### Cultural and Paleontological Resources

The Consultant shall refine cultural/archeological resource survey data developed during Phase I by completing a Class III survey to evaluate impacts of the preferred alternative. The Consultant shall identify whether impacts have a potential to be considered a fatal flaw and develop preliminary mitigation plans in coordination with the appropriate agencies where appropriate.

The Consultant shall coordinate with the appropriate agencies to determine if geologic units associated with the preferred alternative have potential for the presence of paleontological resources. If present, the Consultant shall evaluate the potential impacts to the project and determine the level of effort to complete a paleontological survey as part of future efforts.



### Dam Hazard Classification

The Consultant shall determine the potential hazard classification of the preferred alternative. The Consultant shall identify potential hydrologic consequences downstream and seek council from the Wyoming State Engineer's Office to make the determination.

### Purpose and Need

Based on information gathered in other tasks within this study, and the previous work conducted, the Consultant shall draft a "purpose and need" statement written from the State of Wyoming and the beneficiaries' perspective. The Consultant shall also identify any secondary benefits that would mitigate adverse impacts. This shall include, but not be limited to, recreation, flood control, and wildlife and fisheries habitat enhancement.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

### **Task 5. Geotechnical Investigation**

The Consultant shall review site geology and map site features. Geologic mapping will, at a minimum, include the area that encompasses the dam foundation, spillway, and limits of the reservoir as well as other major project features. The Consultant shall conduct a geotechnical engineering investigation of the preferred alternative site to evaluate subsurface conditions. The Consultant shall prepare, for the Office project manager's review, a drilling and test pit program plan. Subsequent to Office authorization of the plan, the Consultant shall advance soil borings, conduct on-site testing, excavate test pits, and complete laboratory testing necessary to characterize the embankment and spillway foundation conditions, inundation area, and the on-site materials available for construction. Potential borrow areas will be identified. A Geotechnical Data Memorandum, summarizing field explorations, laboratory testing, and subsurface conditions, will be prepared. The Consultant shall be responsible for obtaining any permits necessary to carry out the geotechnical investigation.

The Consultant shall conduct a seismic evaluation of the preferred reservoir alternative. The location of significant faults throughout the general area shall be determined along with earthquakes which have occurred within the vicinity of each alternative. A design earthquake shall be determined for the site, and the seismicity characteristics of the area shall be considered in the stability calculations. The data produced by previous Commission studies, as well as published USGS information, shall be used wherever possible to prevent duplication of effort.

The primary objectives of the investigations are to: 1) supplement existing archival information to support layout and preliminary analyses of the proposed reservoir alternative; and 2) identify any potential fatal flaw or challenging geologic or geotechnical conditions that may significantly impact the technical feasibility and/or construction cost of the proposed reservoir alternative.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

#### **Task 6.      Surveying**

A topographic survey of the preferred reservoir alternative site, including all potential project features, will be performed to support the development of the conceptual design and cost estimates. The survey will be of the accuracy to produce 1 foot contours. A scalable topographic map will be prepared, along with an electronic version prepared in AutoCAD showing all features.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

#### **Task 7.      Conceptual Designs and Cost Estimates**

For the preferred alternative, the Consultant shall complete the following analysis and actions using new information to build upon and refine Phase I data as appropriate.

The Probable Maximum Precipitation (PMP) and corresponding Probable Maximum Flood (PMF) will be developed to determine conceptual spillway layouts for the preferred alternative.

##### PMP/PMF

A flood hydrology study for the watershed will be performed in accordance with current Wyoming Dam Safety and/or Bureau of Indian Affairs guidelines as deemed appropriate. The flood hydrology shall be developed using the USACE computer program HEC-HMS, version 4.1 or newer. The Consultant shall coordinate with the Office project manager and the State Engineer's Office Safety of Dams Division to incorporate the utilization of the State of Wyoming PMP Evaluation GIS Tool to develop the PMP analysis or other as deemed appropriate by the permitting agency. The basin wide infiltration rates and unit hydrograph will be developed using the methodologies presented in the Flood Hydrology Manual (Cudworth). A technical memorandum will be developed to summarize the development of the PMP and corresponding PMF.

### Geotechnical Analyses

A static slope stability analysis will be performed using two-dimensional limit-equilibrium procedures on the maximum section of the proposed configuration. The steady state (normal maximum pool) loading condition and the rapid drawdown loading condition will be analyzed.

Available data will be reviewed to determine the liquefaction potential at the preferred reservoir alternative site.

In the case that the preferred reservoir alternative is an enlargement to an existing facility, a filter compatibility analysis will be completed to evaluate the internal erosion potential of the existing materials of the zoned embankment and the new materials proposed for the preferred reservoir alternative. The evaluation will utilize methods established by Foster and Fell (2001) to determine if the existing materials are sufficiently fine to be characterized as either no erosion potential, excessive erosion potential, or continuing erosion potential.

In the case that the preferred reservoir alternative is an enlargement to an existing facility, material characterization will be performed for existing embankment materials and materials identified for the embankment raise. The characterization of these materials will be based on available information and additional information obtained from the planned geotechnical investigations.

### Erodibility Evaluation

An evaluation of the erodibility potential of the spillway chute will be performed for the preferred reservoir alternative. This evaluation will include utilizing the geologic mapping, geotechnical investigations, and laboratory tests conducted as part of task 5, and using current state-of-the-practice methods on erosion potential for spillways. Erodibility parameters will be established based on available information and additional information obtained from the planned geotechnical investigations. A technical memorandum will be prepared summarizing the findings of this evaluation, and recommendations will be made as to the suitability of the spillway design.

### Conceptual Design Drawings

Conceptual design drawings will be prepared to aid in the evaluation of project feasibility. The conceptual design drawings shall include development of all anticipated project components including, but not limited to, existing site conditions, a plan view, section and details for the main dam embankment, dike and spillway, wetland mitigation plans from Task 4, and construction details (e.g. – limits of construction, staging areas, etc.). Additional design drawings may include details related to foundation treatment or modifications to the outlet works on an existing facility. A draft set of conceptual design drawings will be provided

to the Office project manager for review and comment prior to inclusion in the draft report. A final set of conceptual design drawings will be delivered with the final report.

The Consultant shall develop a draft of the construction sequencing and activities necessary to complete the preferred reservoir alternative (Gantt Chart) for the Office project manager to review which will later be refined and delivered with the final report.

### Construction Cost Estimate

The Consultant shall revise preliminary construction cost estimates prepared during Phase I and life cycle cost analyses based on the conceptual design drawings for the preferred alternative. This task will involve calculating material quantities and estimating equipment, material, and labor costs for the proposed construction and preparing an engineer's Opinion of Probable Project Costs (OPPC) based on local material supplier price data, data from R.S. Means' Heavy Construction Cost Data, other industry standard sources, and price data developed by the Consultant for previous final design/construction projects.

The Consultant shall prepare an itemized project budget that includes costs for design engineering, permitting, mitigation, land acquisition, legal, access, right of ways, construction, construction engineering, operation, maintenance and replacement, and a financing plan. In addition, the Consultant shall estimate costs for water management during and after construction. The estimate will include unit and lump sum prices of the required construction items. The cost estimate will include estimated overhead, profit, taxes, and fees for cost allowances.

The Consultant shall prepare the OPPC in tabular form. The table will be broken down into both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement will be prepared as outlined in Attachment "A" Scope of Services, Subsection C. 3. of the original Contract.

The OPPC should be based on the year when this work is performed. The Consultant will work with the Office project manager to select 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 herein.

### **Task 8. Economic Analyses**

The Consultant shall prepare an economic analysis of the costs and benefits of the preferred reservoir alternative site using new information to build upon and refine Phase I data as appropriate. The purpose of this analysis is to assist in

determining a fair and equitable financing plan for the preferred reservoir alternative and provide information on the beneficiaries' ability to pay for a portion of the project and all of the operation, maintenance, and replacement costs. The analysis should include an estimate of direct and indirect benefits which can be used to justify a recommended increased level of State funding assistance. The Consultant shall work with the beneficiaries to determine anticipated system revenues and expenses that will accrue once the project is constructed. The Consultant shall generate recommendations relative to the annual financial commitments that the beneficiaries could make to retire the construction debt and make the project financially self-supporting.

The Consultant shall also consider any potential alternative funding sources available to the area.

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

The Consultant will place \$54,023.50 of the added 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.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

#### **Task 10. Public Interest**

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. The Consultant shall also determine 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. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for any GIS created as part of the project.

- a. **DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. **No work**

**shall proceed until this plan is approved in writing by the Office project manager.**

- b. **FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs, and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.
- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum and stored in feet for all mapped features. Project GIS deliverables may also include linked non-spatial data/databases (.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). As a minimum, collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

## **Task 12. Draft Report**

The Consultant shall submit to the Office up to five (5) hard copies of a draft report describing the results of all work completed in this study no later than March 1, 2019. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **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); 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 any 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 2.

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 Phase 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 receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before August 1, 2019. These final documents and materials shall include: 1) Twelve (12) [MIN] hard copies of the final report and 2) Twelve (12) [MIN] hard copies of the executive summary. The 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) [MIN] CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy.

Five (5) [MIN] CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies.

Five (5) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the hydrologic/hydraulic model project files, and all associated files, shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. One of these copies will be included in the project notebook.

Five (5) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files, will be provided. The GIS project files should be provided as ESRI ArcGIS .mxd files saved with relative path names to data sources, and shapefiles shall be saved in the decimal degree coordinate system with a NAD83 datum, and stored in feet, for all mapped features.

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. 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 2017**

**HDR ENGINEERING, INC.**

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	\$210
Senior Project Manager	\$195
Project Manager	\$170
ASME Disciplines	\$175
Engineer V	\$170
Engineer IV	\$155
Engineer III	\$135
Engineer II	\$120
Engineer I	\$105
Engineering Technician III	\$115
Engineering Technician II	\$100
Engineering Technician I	\$ 90
Cadd/GIS Technician IV	\$130
Cadd/GIS Technician III	\$110
Cadd/GIS Technician II	\$100
Cadd/GIS Technician I	\$ 90
Right of Way III	\$170
Right of Way II	\$155
Right of Way I	\$130
Environmental Scientist V	\$170
Environmental Scientist IV	\$155
Environmental Scientist III	\$135
Environmental Scientist II	\$120
Environmental Scientist I	\$105
Senior Land Surveyor	\$145
Land Surveyor	\$130
Survey Technician III	\$110
Survey Technician II	\$100
Survey Technician I	\$ 90
Senior Construction Manager	\$170

Construction Manager	\$140
Construction Engineer	\$120
Construction Field Rep	\$ 90
Public Involvement III	\$140
Public Involvement II	\$110
Public Involvement I	\$ 90
Accountant	\$100
Graphic Designer	\$ 90
Admin Assistant	\$ 70

### **Direct Expenses**

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
Mapping Grade GPS	\$ 20.00 per hour
Mileage	\$ 0.535 per mile

### Copies:

24" x 36" Mylar	\$15.00 each
Plots Bond	\$ 8.00 each
Plain Paper Copies	\$ 0.15 each
Plain Paper Copies 11" x 17"	\$ 0.25 each
Color 11" x 17" Copies	\$ 1.25 each

### **Other Reimbursable Expenses**

Lodging	At Cost
MI&E	\$51.00 per day

## **OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Hourly equipment charges apply to specific equipment used on the project.

**ATTACHMENT “C”  
SCOPE OF SERVICES ASSUMPTIONS**

**Task 1. Review of Background Information**

- The Data Review meeting is to be conducted in Cheyenne, Wyoming and attended by the Consultant’s Project Manager, Assistant Project Manager, StateMOD task lead, and one additional team member.

**Task 3. Hydrologic Model Refinement**

- All files developed for the Phase I model including the Project Notebook will be provided. This data includes:
  - The Hydrobase Database and all files used to develop the data incorporated in the Hydrobase database – Including files of raw data (streamflows, diversions, and reservoir end-of-month contents, etc.) and synthesized data. All documentation (memos, etc.) of approaches that were used to fill missing data or model specific structures or operations in the basin including literature, meeting notes, etc. used to support development of model input.
  - StateMod input files developed under Phase I for all modeled scenarios and a full model data set including all command files (StateDMI and TSTool) and time series files.
  - StateCU files used to generate the irrigation demands for the Current Demand and Total Water Righted Acreage Scenarios.
  - GIS Coverages and associated databases – All the coverages used to assign acreages to ditch systems and water rights including:
    - Ditches and their service areas
    - Irrigated Acreage
    - Background aerial photos and other base maps

**Task 4. Environmental Assessment and Permitting**

Meetings

- For each agency meeting, the Consultant shall prepare an agenda that will be sent to the meeting participants prior to the meeting, and a summary of the meeting focusing on key discussion topics and action items will be provided following the meeting.
- Agency meetings will be documented through agendas, attendance logs and meeting notes to provide a record of the agency interface process conducted to help determine the preferred alternative.

### Wetland Mapping

- Only one mobilization will be required for the wetland delineations to be done on both the Big and Little Wind projects.
- Species-specific surveys are not included in this scope of work. Communication with the WGFD and literature review will preliminarily inform characterizations of wetland plant species presence.

### Aquatic Biological Resource/Fisheries Assessment

- The Aquatic Biological Resources and Fisheries Assessment will be conducted only for the preferred alternative.
- Only one mobilization will be conducted on both the Big and Little Wind projects.
- Species specific surveys are not included with this task.
- A one-day site visit is included in this scope; if additional days are required to evaluate the entire study area, a modification to the scope will be required.

### Water Quality

- Limnological analyses are limited to the assessment of potential effects that could reasonably affect the selection of the preferred alternative.

### Cultural and Paleontological Resources

- Site identification and recordation are the only field tasks included in the survey. Additional evaluation, if needed, will be conducted in future phases of the project.
- THPO will share previous site information and help identify potential archeological fatal flaws at any of the reservoir sites.
- THPO archaeological technicians will work cooperatively with the Consultant to complete field work and site characterizations in an expeditious manner in accordance with consultant work plans and schedules.
- Due to the remote nature of the work and the amount of time Tribal members might need in evaluating sites, 100% survey may not be accomplished. The MOA will, however, describe the process for additional identification, evaluation, and mitigation of additional sites and provide a cost estimate for future work phases. The MOA will document the Tribes' commitments on the processes to be used for any future site work and provide conclusions on the types and degree of mitigation for each category of cultural resource.
- This is a non-collection survey. The budget for this project assumes that no artifacts will be collected, cleaned, or curated. Artifacts will be photographed and described in-situ and remain in those locations.

### Dam Hazard Classification

- Available topographic data, generally 1:24,000, 40 foot contour, will be used for hydraulic modeling.
- Dam breach analysis will be completed using HEC-RAS with simplifying assumptions for structures, culverts, and bridge crossings.

- Model resolution will be limited to major features impacting overall flow patterns.
- Hazard Potential classification will be completed based on evaluation of average flow depth and velocity at impacted structures. Flood timing, loss of life, and flood risk analyses are not included.

#### **Task 5. Geotechnical Investigation**

- A single preferred site will be investigated.
- Weather conditions allow for one (1) continuous site investigation duration with one (1) mobilization.
- Exploration program assumes up to four (4) borehole locations along the axis of the dam, up to two (2) borehole locations along the spillway, and up to four (4) additional borehole locations to explore conveyance alignments, reservoir rim, potential borrow areas, and potential geologic hazards.
- All test borings can be advanced to planned completion depth by either hollow stem auger or air rotary drilling methods.
- The test boring locations are accessible with standard 2-wheel drive truck-mounted drilling equipment
- Bedrock depths range between 20 to 90 feet.
- The exploration program assumes two (2) days of backhoe operation for excavation of test pits in potential borrow areas and to supplement the borehole program.
- The Consultant shall be responsible for landowner clearance, and right of entry permits. The WWDO and Sponsor will assist, if requested, in contacting landowners and obtaining access.
- Additional geotechnical and seismic programs will be required in future phases or projects to develop final designs.

#### **Task 7. Conceptual Designs and Cost Estimates**

- Additional seismic or deformation analysis may be required in future phases or projects to develop final designs.
- Preliminary reservoir routing will be performed to determine a reasonable combination of dam crest elevation and spillway capacity but no hydraulic modeling will be performed to simulate spillway flow characteristics.

**NIOBRARA-LOWER NORTH PLATTE RIVERS 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 Re/Spec Inc., 7300 Yellowstone Road, Suite 5, Cheyenne, Wyoming 82009.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two hundred sixty-seven thousand, nine hundred dollars (\$267,900).

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	\$ 24,900
2. Review of Background Information	\$ 3,900
3. Inventory and Description	\$ 137,500
4. Streamflow Hydrology	\$ 17,800
5. Management and Rehabilitation Plan	\$ 32,500
6. Cost Estimates	\$ 3,400
7. Economic Analysis	\$ 2,800
8. Permits	\$ 3,100
9. Draft Report	\$ 24,100
10. Draft Presentations	\$ 2,700
11. Final Report and GIS Deliverables	\$ 15,200
<b>TOTAL PROJECT COST</b>	<b>\$ 267,900</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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, and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

### **F. Award of Related Contracts.**

**(i)** The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of twenty-six (26) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

**P. 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 address(es) provided under this Contract. Notice provided by e-mail shall be delivered as follows:

Office: Jeni Cederle, jeni.cederle1@wyo.gov, (307) 777-7626.

Consultant: Justin Krajewski, Justin.Krajewski@respec.com, (605) 394-6400.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability

insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**RE/SPEC INC.**

\_\_\_\_\_  
Jason T. Love, Senior Vice President  
Employer ID #46-0315848

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 Niobrara-Lower North Platte Rivers watershed is located in Niobrara, Goshen and Platte Counties and includes the following sub-watersheds: Silver Springs Creek, Cottonwood Draw, Upper Rawhide Creek, Duck Creek, Van Tassel Creek, Lakatoh Ditch, Lower Rawhide Creek, Cold Springs Branch, Cherry Creek-Cherry Creek Drain and Sheep Creek.
2. Purpose. To perform a Level I study for the Niobrara-Lower North Platte Rivers Watershed within Wyoming.
3. History. The Niobrara Conservation District requests a watershed study to evaluate current watershed condition and function. In response to the 2015 Niobrara River severe flood episode, this study is expected to help identify opportunities for river bank stabilization and erosion control projects. Irrigation system efficiency, wetland and riparian area analyses, and a geomorphic classification of rivers and streams are also of interest. The District would also like to consider their options for groundwater restoration working in close coordination with the State Engineers Office, Interstate Streams Division. This study will provide baseline data from which the District can pursue the implementation of rehabilitation and management practices that address the natural resource issues within the watershed. The completion of this watershed study will also put the District in a position to leverage Small Water Project Program funding to address specific watershed conditions while providing benefit for wildlife, livestock and the environment.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	 \$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	 \$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

## 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

Pursuant to the execution of this contract, a project initiation teleconference will be scheduled between the WWDO, Sponsors, and Consultant project team management. Two scoping meetings shall be held early in the project schedule in two different locations within the project area to familiarize the Sponsor and interested parties with the scope of the project. The Consultant will present project background information, study goals, task schedule, and the procedures used to complete the study, 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(s) are expected to 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 meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant will host a minimum of four (4) public 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 will be scheduled to coincide with fieldwork whenever possible. In addition to the public meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. All meetings should be scheduled to coincide with fieldwork whenever possible.

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, etc. The Consultant may utilize their website to facilitate information dissemination. Or, if the Sponsor is willing to do so, 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 that lists existing studies and links or copies of the referenced study and a Geographic Information System (GIS) file that shows existing and completed WWDC planning and construction project locations.

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

This task of the Watershed Study involves an inventory, description, and in some cases, an analyses 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 management and rehabilitation 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 inherent 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.

**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. Channel Structure and Stream Stability
	<b>(III) Groundwater</b>	a. Aquifers and Springs
		b. Groundwater Use, Base Flow, and Recharge
	<b>(IV) Geology</b>	a. Topography
		b. Bedrock
	<b>(V) 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, Municipal and Industrial 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		

## A. Physical Systems

The Physical Systems within the watershed shall be catalogued as outlined below with respect to the following categories: Surface Water; Geomorphology; Groundwater; 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.

Deliverables under the Hydrography topic are anticipated to consist of written description; referenced GIS data source(s); and any necessary maps, charts, tables, etc. inserted into the final report.

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 cross-drainage problems within the watershed based on any in-field reconnaissance that takes place. 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 are anticipated to consist of a written description; GIS data (packaged and delivered); and any necessary maps, charts, etc. inserted into the final report.

## (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 Rosgen Analysis. 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.

b. Channel Structure and Stream Stability: Channel structure, morphology, and stability of stream systems will be assessed where appropriate. Channel segments of specific interest will be identified for future study and mapped. Locations of headcuts, nickzones, geologic controls, man-made grade control structures and “hard points” shall be identified and mapped. Proper Functioning Condition (PFC) and NRCS Stream Visual Assessment Protocol (SVAP) assessments may also be incorporated where applicable.

Deliverables for all topics under the Geomorphology category are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any applicable analyses and respective conclusions fully documented within the final report.

## (III) Groundwater

Watershed topics and deliverables under the Groundwater category are anticipated to consist of some combination of the following elements:

a. Aquifers and Springs: In order to characterize the hydrogeology of the watershed and the groundwater utilization in the subwatersheds, aquifers will be described and mapped using existing data. Alluvial aquifers, general groundwater flow direction, bedrock aquifers, artesian conditions, spring locations, and groundwater usage shall be discussed and mapped as appropriate. More detailed analysis may be provided where geology or soils have a significant effect on watershed functions.

b. Groundwater Use, Base Flow, and Recharge: Groundwater base flow contributions and groundwater recharge rates will be summarized based on information drawn from any available past studies (i.e., Lusk Groundwater Study) and research that may have involved geology, soils, precipitation, surficial aquifers, and flow measurements. Estimate systems, patterns, and rates of natural recharge, and identify natural ground water discharge (e.g., springs, gaining streamflow, etc.). Map all groundwater use and features in the watershed (wells, spring discharge, etc.). Identify any groundwater control areas designated by the WSEO. Approximate baseflow contribution to streams using local investigations and WSGS methods and data (<http://sales.wsgs.wyo.gov/wyoming-state-geological-survey-statewide-groundwater-baseflow-study/>).

Deliverables for all topics under the Groundwater category are anticipated to consist of written descriptions; GIS data (packaged and delivered or sourced and referenced (SuiteWater GIS) within the final report as applicable); any necessary maps, charts, tables, etc. inserted into the final report; and any necessary analyses and respective conclusions fully documented within the final report.

#### (IV) 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.

b. Bedrock: Bedrock within the watershed will be described and mapped using existing available data obtain from sources such as the WSGS. More

detailed analysis may be provided where geology or bedrock may have a significant effect on watershed characteristics.

Deliverables for Bedrock are anticipated to consist of referenced GIS data source(s) in the final report; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented within the final report.

#### (V) 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 2015-4 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 comprised 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 associate all irrigated lands mapping generated in this task with either a dry, average, or wet year in terms of streamflow hydrology. 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 3 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. 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.

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 may be identified.

Deliverables for Agricultural Water Use topics are anticipated to consist of written descriptions; GIS data (packaged and delivered); 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.

#### (II) Domestic, Municipal, and Industrial (DMI) Water Use

Within the DMI 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 DMI 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 e-Permit system or any other available source.

Deliverables for DMI Water Use topics are anticipated to consist of a written description; GIS data (packaged and delivered); 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 are anticipated to consist of GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet

data (packaged and delivered); and any applicable analyses and respective conclusions 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 (viable or non-viable). Based on this inventory, an assessment of areas in need of additional watering facilities shall be identified, mapped, and described.

Deliverables for the Upland Water Storage topic are anticipated to consist of a written description; GIS data (packaged and delivered); any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; and any necessary analyses and respective conclusions fully documented within the final report.

#### (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.

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 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. All deliverables are to be presented by County when applicable.

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 gauge 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. Classification of the dry, average, and wet years may be

based on a prior analyses or proposed by the Consultant. The classification of dry, average, and wet years shall be described 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 gauge flow, synthesized flow, virgin flow, depleted or undepleted flow, etc.

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

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 acquire and install stage monitoring equipment and develop a rating curve (stage-discharge relationship) for applicable streams. To establish each stream gauge site, the Consultant shall choose the most suitable location possible. 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 gauges 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. 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.

Deliverables for this task are anticipated to consist of any newly developed GIS data (packaged and delivered), or existing GIS material sourced and referenced within the final report as applicable; any necessary maps, charts, tables, etc. inserted into the final report accompanied by written descriptions; any tabular or spreadsheet data (packaged and delivered); and any necessary analyses and respective conclusions fully documented within the final report.

#### **Task 5. 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 flood impacts and control, enhance recreation opportunities, 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.

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 7.
- 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 designs should include a description of the project and its purpose. Project designs should be of sufficient detail to estimate costs (Task 7), 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, estimates of construction cost (Task 6) and potential volume to be supplied or saved through the development of the project.

### **Task 6. Cost Estimates**

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. Estimates shall be based on the year the watershed study is completed or nearest to.

Cost estimates for small scale projects, such as those eligible for WWDC SWPP Grants, shall be inclusive of the above and take into account 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.

### **Task 7. Economic Analysis**

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 8. 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 2015-4, Greater Sage-Grouse Core Area Protection.

#### **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 17, 2018. Five (5) labeled CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy.

The project Sponsor shall be provided one of the hard copies of the draft report for review. The Office project manager shall provide the Water Resources Data System (WRDS) with both a hard copy and pdf copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

#### **Task 10. Draft Presentations**

After submittal of the draft report, the Consultant shall present the draft findings of the study at two public meetings located within 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); 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 an additional presentation in Casper or Cheyenne to present either the draft or final results (depending upon scheduling) to the Commission. All presentations described in this task 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 presentations not less than once each week for two weeks prior to the presentations and should budget accordingly.

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

After receipt and incorporation of the Office and the Sponsor's review comments from both the draft report and presentations, the Consultant shall submit all final documents and materials to the Office on or before November 16, 2018. These final documents and materials shall include twelve (12) [MIN] hard copies of the final report and executive summary. The executive summary shall outline the purpose, findings, recommendations, and configuration of the project and 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) [MIN] CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report and will be the same version as the hard copy. Each CD/DVD shall be labeled.

Two (2) [MIN] CD/DVD copies containing the final report and executive summary in original formats (Word, Excel, etc.) and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall be labeled.

Three (3) [MIN] CD/DVD 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 CD/DVD shall be labeled. One of these copies will be included in the project notebook.

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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant, and date.

Three (3) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources. All GIS products shall be prepared and delivered with respect to the following standards:

**DATA PLAN.** The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. Metadata shall be included in the plan consistent with the standards set by the Bear River Data Model Steering Committee. No work shall proceed until this plan is approved in writing by the Office project manager.

**FEATURE MAPPING.** The Consultant will request a data template for feature mapping from the Office project manager prior to any GIS work. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Mapped features will be attributed according to attribution standards developed through the Bear River Data Model Steering Committee. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office project manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.

**FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project 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). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a "data dictionary," with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata. Data shall be delivered within the Office geodata template if provided by the Office project manager.

PROJECT AREA. Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

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**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**RE/SPEC INC.**

Hourly Labor Billing Rates

<u>Labor Category</u>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
Principal Consultant	\$200.00	\$210.00	\$220.00	\$230.00	\$240.00	\$250.00
Resident Consultant	\$190.00	\$200.00	\$210.00	\$215.00	\$220.00	\$225.00
Senior Staff Scientist	\$170.00	\$175.00	\$180.00	\$185.00	\$190.00	\$195.00
Senior Staff Engineer	\$165.00	\$170.00	\$175.00	\$180.00	\$190.00	\$200.00
Senior Staff Geologist	\$165.00	\$170.00	\$175.00	\$180.00	\$190.00	\$200.00
Staff Consultant	\$150.00	\$155.00	\$160.00	\$170.00	\$175.00	\$180.00
Water Resource Scientist	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00	\$155.00
Project Engineer	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00	\$155.00
Project Analyst	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project GIS Analyst	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project Ecologist	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project Biologist	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Project Geologist	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00	\$150.00
Staff Engineer	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
GIS Developer	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Staff Analyst	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Staff Scientist	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Staff Geologist	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00
Watershed Scientist	\$ 95.00	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
GIS Analyst	\$ 95.00	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
Engineer	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00	\$115.00
Ecologist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Biologist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Botanist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Analyst	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Geologist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Rangeland Scientist	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00	\$105.00	\$110.00
Scientist	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00	\$ 95.00	\$100.00

<b><u>Support Labor Category</u></b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
Engineering Technician	\$70.00	\$75.00	\$85.00	\$95.00	\$100.00	\$105.00
AutoCAD Technician	\$75.00	\$80.00	\$85.00	\$90.00	\$100.00	\$110.00
GIS Technician	\$65.00	\$70.00	\$75.00	\$80.00	\$ 90.00	\$100.00
Support Staff	\$55.00	\$60.00	\$70.00	\$75.00	\$ 80.00	\$ 90.00
Technical Editor	\$55.00	\$60.00	\$70.00	\$75.00	\$ 80.00	\$ 85.00
Seasonal Technician	\$45.00	\$50.00	\$55.00	\$60.00	\$ 65.00	\$ 70.00
Engineering Intern	\$40.00	\$45.00	\$50.00	\$55.00	\$ 60.00	\$ 65.00
Accounting Assistant	\$55.00	\$60.00	\$70.00	\$75.00	\$ 80.00	\$ 85.00

**Other Direct Costs**

Airfare	At Cost
Mileage	\$0.535/mile
Meals/Lodging	At Cost
In-house B&W Copies	\$ 0.10/copy
In-house Color Copies	\$ 1.00/copy
In-house B&W Plotter	\$ 5.00/plot
In-house Color Plotter	\$10.00/plot

All other direct costs such as subconsultants, communications, equipment rental, materials, laboratory services, shipping, and reproduction will be charged at cost and supported by a copy of the original receipt.

**ROLLING HILLS GROUNDWATER SUPPLY, 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 Weston Engineering, Inc. [Consultant], P.O. Box 260, 1401 Highway 16E, Upton, WY 82730.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the effective date through December 31, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed seven hundred forty-five thousand dollars (\$745,000).

**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</b>	<b>Meetings, Drilling/Testing Program</b>
Task 1.	Meetings \$ 12,000
Task 2.	Permits, Drilling/Testing Program Development \$ 23,000
Task 3.	Bidding Specifications, Bidding Process \$ 15,000
Task 4.	Consultant Services During Well Construction/Testing \$ 40,000
Task 5.	Water Quality, Water Treatment, Reclamation \$ 20,000
Task 6.	Well Construction Subcontracts \$ <u>500,000</u>
	<b>SUBTOTAL PHASE I TASKS \$ 610,000</b>
<b>Phase II</b>	<b>Conceptual Designs, Cost Estimates &amp; Reports</b>
Task 1.	Geotechnical Analysis \$ 12,500
Task 2.	Identification of Alternatives \$ 14,000
Task 3.	Preparation of Preliminary Cost Estimates \$ 14,000
Task 4.	Selection of Preferred Alternatives \$ 7,500
Task 5.	Conceptual Designs and Cost Estimates \$ 20,000
Task 6.	Water System Financing \$ 12,000
Task 7.	Identification of Permits and ROW for Construction \$ 5,000
Task 8.	Environmental Report \$ 7,500
Task 9.	Draft Report \$ 25,000
Task 10.	Report Presentations \$ 7,500
Task 11.	Final Report and Deliverables \$ <u>10,000</u>
	<b>SUBTOTAL PHASE II TASKS \$ 135,000</b>
	<b>TOTAL PROJECT COST \$ 745,000</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.



**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases,

research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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-one (21) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Keith E. Clarey, [keith.clarey@wyo.gov](mailto:keith.clarey@wyo.gov), (307) 777-7626.

Consultant: Ben J. Jordan, [bjordan@westonengineering.com](mailto:bjordan@westonengineering.com), (307) 745-6118.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.



- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
- (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WESTON ENGINEERING, INC.**

\_\_\_\_\_  
Jerry Hunt, P.E., Secretary/Treasurer  
Employer ID#83-0240969

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 project area includes the Town of Rolling Hills and the adjacent area of Converse County, Wyoming. This project is located within the North Platte River Basin.

2. Purpose: To perform a Level II feasibility study for the siting, construction, and testing of a new supply well for the Town of Rolling Hills.

3. History: The Town of Rolling Hills is supplied with water from five existing wells, which are constructed into the Upper Cretaceous Lance Formation. The wells have a combined yield of 225 gpm. The Town desires water system redundancy and additional water supply, preferably of better quality.

#### Legislative Appropriations:

2010	Rolling Hills Master Plan	Level I	\$ 250,000
2012	Rolling Hills Water Supply (Phase 1)	Level III-I	\$ 160,000
2014	Rolling Hills Water Supply (Phase 2)	Level III-II	\$1,184,000

#### Previous relevant reports:

James M. Montgomery, Consulting Engineers, Report of Drilling and Testing Rolling Hills Well No. 5, June 1990.

TriHydro Corporation, Level II Water Supply Project, Rolling Hills, Wyoming, Final Report, February 1996.

Civil Engineering Professionals, Inc. (CEPI), Rolling Hills Master Plan, Level I Study, Final Report, January 2012.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

#### **PHASE I – MEETINGS, DRILLING/TESTING PROGRAM**

##### **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, 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 meetings in the project area, which will be scheduled at the discretion of the Office project manager depending on developments during the study.

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 Sponsor.

##### **Task 2. Permits, Drilling/Testing Program Development**

The Consultant shall provide a siting/access plan to determine a location for the exploratory well drilling program to be conducted herein. The Consultant shall acquire all permits, easements, and clearances necessary for well construction, i.e.: State Engineer's Office, Department of Environmental Quality, United States Bureau of Land Management, United States Forest Service, landowner consent, archeological clearance, etc. The Consultant shall prepare a plan for determining the feasibility of using the selected groundwater source as a public water supply. This plan shall include detailed well design(s) and construction methods, a description of geophysical logging to be performed, and a detailed description of the aquifer testing program to be conducted. **The Consultant shall submit this plan to the Office project manager for written approval prior to proceeding.**

##### **Task 3. Bidding Specifications, Bidding Process**

The Consultant shall prepare a bidding package for use in selection of contractors to construct the well. **The Consultant shall submit this package to the Office project manager for review prior to proceeding with the bidding process.**

The Consultant shall conduct a public bidding process, in accordance with State of Wyoming statutes, for selection of contractors to perform the construction services required herein. The Consultant shall analyze the bids received and select a contractor(s), after consulting with the Office project manager. The Consultant shall contract directly with the contractor(s).

**Task 4. Consultant Services during Well Construction/Testing**

- a. The Consultant shall serve as the Office's representative at the construction site during the construction process. The Consultant shall insure the project is constructed in accordance with the bid documents. The Consultant shall provide full-time supervision during well construction by a professional geologist licensed in the State of Wyoming.
- b. The Consultant shall generate a drilling log containing the following information:
  - 1) Depth, thickness, type, general characteristics, and drilling characteristics of each material encountered.
  - 2) Time required for drilling each foot of depth, along with the speed of rotation.
  - 3) Depth at which bit diameters change.
  - 4) Detailed "as built" well completion specifications, including hole and casing diameters, depths at which these diameters change, casing thickness and material, manufacturer, depths, diameters, and opening size of well screen or perforated casing, gravel packed intervals and gravel size installed, casing centralizer types and their spacing, cemented intervals, cement type, etc.
- c. The Consultant shall generate a geologic log containing the following information:
  - 1) Reference point for all depth measurements.
  - 2) Depth at which each change of formation occurs.
  - 3) Thickness of each formation.
  - 4) Depth at which each stratum is encountered.
  - 5) Thickness of each stratum.

- 6) Description of the material composing each stratum.
  - 7) Depth at which water is first encountered.
  - 8) Depth to the static water level (SWL) and changes in SWL with increasing well depth.
  - 9) Total depth of completed well.
  - 10) Any and all other pertinent information for a complete and accurate log.
- d. Formation samples shall be collected and described in detail at each change in stratum, not to exceed 10-foot intervals, or more frequently to accurately depict lithologic changes encountered during construction. Washed samples shall be labeled (well name, sample number, depth interval, and date) and stored in sample vials or chip trays. Formation samples shall be delivered to the Office project manager upon completion of the project.

All aquifer testing activities shall be supervised by a professional geologist licensed in the State of Wyoming.

- e. Testing of non-flowing well:

After completion and isolation of the aquifer to be tested has been insured the well shall be developed by water jetting or other approved methods to remove contaminants and foreign material. The aquifer will then be allowed to recover to 98% of its original SWL before any testing begins.

- 1) Step test:

Monitoring of water level shall be done during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that pump discharge rate (Q) during step testing be set at 25%, 50%, 75%, 100%, and 150% of the estimated design discharge. The Consultant shall refer also to WDEQ-WQD PWS source development testing requirements in WQD Rules and Regulations, Chapter XII, Section 9(b)(ii).

- 2) Recovery test:

Following the step test water level shall be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original SWL.

3) Constant discharge test:

Following the recovery test, pumping at a constant discharge (rate determined by the Consultant based on the step test) will be maintained for seven (7) days or until a stable drawdown is attained.

Water levels and pumping rate shall be monitored at logarithmic time intervals during the test. The Office project manager must approve in advance if the test is to be terminated prior to the seven (7) days specified.

4) Recovery test:

Following the constant discharge test, well recovery shall be monitored until the well has recovered to 98% of its original SWL, with water levels measured at logarithmic time intervals. Analysis of all aquifer testing, recovery, and surface water monitoring data will be performed to determine aquifer characteristics including transmissivity, storativity, specific capacity, and safe yield, and to assess the impacts on surface water caused by long-term groundwater production in the area. Estimates will be made of long term well yield, and the configuration and extent of the cone of depression at 1, 5, 10, and 20 years into the future for the entire well field. This analysis shall assume production at maximum safe yield, and the design discharge if different. Assumptions and analytical methods used in these calculations shall be included. This information will be presented in the final report.

## **Task 5. Water Quality, Water Treatment, Reclamation**

For each aquifer on which a test is conducted, the following shall be performed:

- a. During each test, a pH/conductance/temperature meter shall be used to monitor these parameters at the following time periods:

(1)	Beginning of test	(6)	4 hours
(2)	30 minutes	(7)	8 hours
(3)	1 hour	(8)	16 hours
(4)	2 hours	(9)	24 hours
(5)	3 hours	(10)	24 hour intervals

The above-collected data will be listed and plotted versus time in the final report.

- b. During the test water quality samples shall be collected for analysis by a U.S. Environmental Protection Agency approved laboratory. Samples will be properly collected and preserved such that the appropriate constituents listed below may be analyzed for concentration level. Samples shall be received by the laboratory within the time period specified by the laboratory for the particular analyses being performed. Water samples will be collected during the test at the following time intervals:

- 1) Midway through the first test.
- 2) End of all testing.

The following analyses shall be conducted midway through the first test:

- . Bicarbonate
- . Calcium
- . Carbonate
- . Chloride
- . Conductance
- . Magnesium
- . pH
- . Potassium
- . Sodium
- . Sulfate
- . Total Dissolved Solids
- . Iron and Iron-Related Bacteria
- . Total Coliform Bacteria
- . Gross Alpha
- . Gross Beta
- . Combined Radium 226 & 228
- . Natural Uranium

The Consultant shall collect samples for analysis of all EPA regulated constituents that are applicable to this project. The following analyses shall be conducted, as appropriate for the particular source, treatment techniques, system size, and as required in the State of Wyoming, at the end of all testing:

Inorganic Chemicals

- . Antimony
- . Arsenic
- . Asbestos

- . Barium
- . Beryllium
- . Cadmium
- . Chromium
- . Copper
- . Cyanide
- . Fluoride
- . Lead
- . Mercury
- . Nickel
- . Nitrate (as Nitrogen)
- . Nitrite (as Nitrogen)
- . Total Nitrate/Nitrite
- . Selenium
- . Sulfate
- . Thallium

#### Organic Chemicals – Pesticides

- . Alachlor
- . Aldicarb
- . Aldicarb sulfoxide
- . Aldicarb sulfone
- . Atrazine
- . Carbofuran
- . Chlorodane
- . Dalapon
- . Dibromochloropropane (DBCP)
- . Dinoseb
- . Diquat
- . Endothall
- . Endrin
- . Ethylene dibromide (EDB)
- . Glyphosate
- . Heptachlor
- . Heptachlor epoxide
- . Lindane
- . Methoxychlor
- . Oxamyl (Vydate)
- . Pentachlorophenol
- . Picloram
- . Simazine
- . Toxaphene
- . 2,4,5-TP (Silvex)
- . 2,4-D

Volatile Organic Chemicals (VOCs)

- . Benzene
- . Carbon tetrachloride
- . para-Dichlorobenzene
- . ortho-Dichlorobenzene
- . 1,2-Dichloroethane
- . 1,1-Dichloroethylene
- . cis-1,2-Dichloroethylene
- . trans-1,2-Dichloroethylene
- . Dichloromethane
- . 1,2-Dichloropropane
- . Ethylbenzene
- . Monochlorobenzene
- . Styrene
- . Tetrachloroethylene (PCE)
- . Toluene
- . 1,2,4-Trichlorobenzene
- . 1,1,1-Trichloroethane
- . 1,1,2-Trichloroethane
- . Trichloroethylene (TCE)
- . Vinyl chloride
- . Xylenes

Synthetic Organic Chemicals

- . Benzo (a) pyrene
- . Di (2-ethylhexyl) adipate
- . Di (2-ethylhexyl) phthalate
- . Hexachlorobenzene
- . Hexachlorocyclopentadiene (HEX)
- . PCBs
- . 2,3,7,8 Tetrachlorodibenzo-p-dioxin

Treatment Techniques

- . Acrylamide
- . Epichlorohydrin

Disinfection By-Products

- . Total trihalomethanes (TTHMs)

Total Suspended Solids (TSS)TurbidityMicrobiological

- . Total Coliform (Coliform bacteria, fecal coliform, streptococcal, and other bacteria)
- . Giardia lamblia
- . Legionella
- . Viruses
- . Heterotrophic Plate Count
- . Iron and Iron-related bacteria

#### Radiological Contaminants

- . Gross alpha
- . Gross beta
- . Radium 226 & 228 (combined)
- . Natural uranium

#### Secondary Standards

- . Aluminum
- . Bicarbonate
- . Boron
- . Calcium
- . Carbonate
- . Chloride
- . Color
- . Conductance
- . Corrosivity
- . Foaming agents
- . Hardness
- . Iron
- . Magnesium
- . Manganese
- . Odor
- . pH
- . Potassium
- . Silica
- . Silver
- . Sodium
- . Sulfate
- . Total Acidity
- . Total Alkalinity
- . Total Dissolved Solids (hardness)
- . Zinc

All analyses will be listed in the final report, as well as the reasons for deleting the analyses for any items contained in this list.



The Consultant shall determine the water treatment requirements for the groundwater supply source and include costs for this treatment in the final report.

The Consultant shall reclaim the drill site including backfilling all pits and disposing of any drilling mud in appropriate facilities, re-grading the land surface to approximately its original contour, removing all trash, and reseeding with a seed mix approved by the Office project manager.

If authorized in writing by the Office project manager, the Consultant shall abandon the well according to regulations promulgated by the WSEO and the WDEQ.

#### **Task 6. Well Construction Subcontracts**

- a. The Consultant shall obtain the services of a well construction subcontractor(s) as appropriate (See Task I-3) to perform the tasks described herein.
- b. The Consultant shall determine the increase in premiums for their Professional Liability or Errors and Omissions Liability Insurance resulting from their well construction subcontract(s). The Consultant will provide documentation relating to the incurred increase to the Office project manager.

### **PHASE II – CONCEPTUAL DESIGNS, COST ESTIMATES & REPORTS**

#### **Task 1. Geotechnical Analysis**

The Consultant shall perform all geological and geotechnical investigations as needed for conceptual designs and cost estimates of the proposed systems. This analysis may include both field analysis and laboratory testing and analysis.

#### **Task 2. Identification of Alternatives**

The Consultant shall identify and evaluate reasonable alternatives for supply, transmission, treatment, and distribution components, and incorporation of existing system infrastructure. The impact of the various alternatives on operation and management shall be considered. The treatment component shall be assessed on a basis of present-day water quality ranging to a worst-case scenario of radionuclide and arsenic constituents exceeding maximum contaminant levels (MCL's) established by U.S. EPA primary drinking water standards.

#### **Task 3. Preparation of Preliminary Cost Estimates**

The Consultant shall prepare preliminary cost estimates to allow the Office project manager, in consultation with the Sponsor, to select those improvements that are cost effective and within the Sponsor's ability to pay.

#### **Task 4. Selection of Preferred Alternatives**

The Consultant shall meet with the Sponsor and the Office project manager to assist in the selection of those project components to be recommended for advancement.

#### **Task 5. Conceptual Designs and Cost Estimates**

The Consultant shall prepare conceptual designs for the water supply components selected in Task II-4, as instructed by the Office project manager. This may include well completion equipment, pumping facilities, pipelines, power transmission facilities, 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.

The Consultant shall prepare conceptual level cost estimates for those project components selected in Task II-4. Cost estimates should consider operation and maintenance costs, administrative costs, debt retirement, Commission "Repair and Maintenance Account" funding, and cost(s) for water. These cost estimates should be itemized so the sponsor and the Commission can understand each cost component comprising the total cost estimate. These cost estimates shall be prepared according to the outline in Attachment "B," Section C, Project Requirements, and must be of sufficient accuracy to allow alternatives to be compared one with another.

The Consultant shall also prepare a life-cycle cost analysis for the infrastructure improvements identified in Task II-4. 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, 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 Task II-4.

Per Wyoming Statute §41-2-115(c), 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 6. 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 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 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 four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules developed in Task II-4 and the cost estimates developed in Task II-5.

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 67% grant and 33% 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: <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/>

Contact: Brian Mark, SRF Principal Engineer, WDEQ/WQD, 200 W. 17th Street, Cheyenne, WY 82002. Tel 307-777-6371. Email: [brian.mark@wyo.gov](mailto:brian.mark@wyo.gov)

For RUS:

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

Contact: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

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 Sponsor securing a grant for the project(s) in question.

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 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: <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/> 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 7. Identification of Permits and ROW for Construction**

The Consultant shall identify any permits, right-of-ways (ROWs), easements, and/or access that may be required for implementation and emplacement of the recommended alternatives.

#### **Task 8. Environmental Report**

**The Consultant shall assume a budget of \$7,500 for this task.**

**The Consultant shall not begin work on this Task unless specifically authorized in writing by the Office project manager.**

Several sources of federal funding are available to public entities to help defray costs associated with construction of a water related project. These monies may also be used to fund portions of the construction that the Commission cannot pay for such as distribution and treatment. In order to secure federal funds, it is necessary to comply with the National Environmental Policy Act (NEPA).

The primary objective of this task is to provide adequate information for state and federal funding agencies to prepare environmental documents required under NEPA (42 U.S. C. 4321) for this project. This is done by preparing an "Environmental Report" (ER).

Before beginning this task the Consultant, in close coordination with the sponsor and Office project manager, shall determine whether the sponsor will be seeking funding from Drinking Water State Revolving Fund (SRF) and/or the Rural Utilities Service (RUS). If the sponsor is seeking funding from the SRF then they shall download the guidance document from the following website and contact the Wyoming Department of Environmental Quality.

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/forms-guidance/>

If the sponsor is seeking funding from the RUS then the Consultant shall download RUS Bulletins 1794A -602 and Wyoming Supplements at the following website and contact Lorraine Werner, Community Programs Director at (307) 233-6715, or Paul Aderman, Assistant State Environmental Coordinator, at (307) 233-6715.

<http://www.rurdev.usda.gov/WYEnvironmentalPrograms.html>

The Consultant shall send the letters described in the documentation, compile the responses, and provide a summation of potential impacts to each of the resources listed in the following section. If the sponsor is seeking funding from both agencies, the Consultant shall send the letters listed for each agency and compile the information gathered separately. The Consultant shall prepare an ER and summarize the information from the letters in a format provided by the Office.

The ER will be a separate document from the project report described in Task 9, and is not considered complete until all letters and follow up phone calls have been completed with appropriate Federal and State environmental regulatory agencies.

The Consultant shall provide a cost analysis of mitigation requirements outlined in the ER.

If any regulatory agency's correspondence indicates that the potential exists to impact resources under their jurisdiction, additional field assessments may be necessary to confirm impacts and to recommend mitigation. Field assessment work will be completed under the initial construction phase of Level III.

Additionally, the Consultant shall summarize the work that is left to be completed for the NEPA requirements in the project report, and make sure the project sponsor is aware of the remaining tasks to be completed.

### **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, other than the Environmental Review documents, no later than July 1, 2019.

Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall also provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign an URL for the online posting of the final report.

### **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); 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 I-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 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 11. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials, including the Environmental Review (ER) documents, to the Office on or before September 1, 2019.

These final documents and materials, including the ER documents, shall include: 1) Twelve (12) hard copies of the final report, 2) Twelve (12) hard copies of the ER documents, and 3) Twelve (12) hard copies of the executive summary. The 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) CD/DVD copies containing the final report, Environmental Review documents, and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report, Environmental Review documents, and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Three (3) CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, consultant and date.

If any wells are drilled, chip trays or vials of all washed well drilling cuttings shall be submitted along with their documentation.

**ATTACHMENT B  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2017**

**WESTON ENGINEERING, INC.**

Supervising Engineer	\$115.00/hour
Supervising Hydrogeologist	\$100.00/hour
Senior Engineer / Project Manager	\$ 95.00/hour
Staff Engineer	\$ 91.00/hour
Senior Geologist	\$ 91.00/hour
Staff Geologist	\$ 81.00/hour
Field Geologist	\$ 76.00/hour
Pump Systems Technician	\$ 78.00/hour
Field Technician/ Materials Tester	\$ 62.00/hour
GIS Operator	\$ 63.00/hour
CADD Operator	\$ 55.00/hour
Secretary	\$ 44.00/hour
Computer Charges	\$ 22.50/hour
Mileage Charges*	
Four Wheel Drive Vehicle	\$ 0.535/mile
Two Wheel Drive Vehicle	\$ 0.535/mile
Print Charges	
Letter Black / White	\$ 0.12/page
Letter Color	\$ 0.55/page
Ledger Black / White	\$ 0.20/page
Ledger Color	\$ 1.75/page
Oversized Black / White	\$ 0.70/foot <sup>2</sup>
Oversized Color	\$ 7.25/foot <sup>2</sup>

Non-salary expenses directly attributable to the project such as travel expenses, identifiable telephone toll charges, identifiable reproduction expenses, equipment rental, subcontractor costs, etc. will be charged at actual cost.

\*Mileage billed at maximum allowed by WWDC.

**SUNLIGHT BASIN INSTREAM FLOWS, 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 Biota Research and Consulting, Inc. [Consultant], P.O. Box 8578, Jackson, WY, 83002.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed forty seven thousand, four hundred sixty dollars (\$47,460).

**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>
Task 1. Meetings.....	\$ 2,085
Task 2. Maps.....	\$ 1,595
Task 3. Water Rights Inventory.....	\$ 3,355
Task 4. Flow, Diversion, Storage, and Other Data.....	\$ 5,115
Task 5. Hydrology Analysis.....	\$ 3,795
Task 6. Flow Measurements.....	\$ 16,735
Task 7. Unappropriated Flow Analysis.....	\$ 3,135
Task 8. Storage Analysis.....	\$ 2,915
Task 9. Daily Flow Exceedance Analysis.....	\$ 2,915
Task 10. Reports.....	\$ <u>5,815</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 47,460</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may

withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

**(i)** The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.



**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

**(i)** 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of thirteen (13) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Dave K. Myer, [dave.myer@wyo.gov](mailto:dave.myer@wyo.gov), 307-777-7626.

Consultant: Ryan F. Colyer, [rcolyer@biotaresearch.com](mailto:rcolyer@biotaresearch.com), 307-733-4216.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any

kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury,

death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.

(ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

- (a) Exclusions from coverage;
- (b) Claims in progress which could significantly reduce the annual aggregate limit; and
- (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

(x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**BIOTA RESEARCH AND CONSULTING, INC.**

\_\_\_\_\_  
Ryan Colyer, Principal, Employer ID No. 83-0251789

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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 following three (3) instream flow segments are in this study:
  - Muddy Creek, located in Park County Wyoming, is a tributary of the Clarks Fork River. The watershed (HUC12 100700060301) encompasses approximately 35.5 square miles. Land ownership in the watershed includes 99% Forest Service land and 1% private ownership. The private land is located at the downstream end of Muddy Creek, below the proposed instream flow segment.
  - Crandall Creek, located in Park County Wyoming, is a tributary of the Clarks Fork River. The watershed (HUC10 1007000602) encompasses approximately 35.5 square miles. Land ownership in the watershed includes 99% Forest Service land and 1% private ownership. The private land is located at the downstream end of Crandall Creek, below the proposed instream flow segment.
  - Dead Indian Creek, located in Park County Wyoming, is a tributary of the Clarks Fork River. The watershed (HUC12 100700060304) encompasses approximately 61.7 square miles. Land ownership in the watershed includes 100% Forest Service land.
2. Purpose. To perform a Level I hydrologic feasibility study for the identified stream segments.
3. History. The Wyoming Game and Fish Department (WGFD) selects locations, performs biological studies, and determines requested flow rates for instream flow sites in Wyoming. The Wyoming Water Development Office follows this up with a hydrologic study of the selected instream flow sites to determine the feasibility of providing the requested flows from unappropriated flows that exist upstream from each instream flow segment. The biological reports produced by WGFD are available from the Office project manager and should be reviewed as part of this project.



Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

## 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

The Consultant shall evaluate the following three (3) instream flow segments:

<u>Instream Flow Segment</u>	<u>Temporary Filing Number</u>
1. Muddy Creek	TBD
2. Crandall Creek	TBD
3. Dead Indian Creek	TBD

**The Consultant should be advised that these segments are located in bear country. Please take proper precautions during the field work of this project.**

#### **Task 1 Meetings**

A scoping meeting may be conducted early in the project schedule at the discretion of the Office project manager. The purpose is to familiarize the Consultant with the scope of the project.

Project meetings shall be conducted as necessary for the coordination of the project activities and for keeping the Office project manager informed of project progress and involved in key decisions. Several informal meetings with the Office project manager may be necessary during the course of the study.

#### **Task 2 Maps**

At minimum, the Consultant shall provide the following maps:

- General location map that shows all of the segments and features around the segments, including all reservoirs, diversions, return flow locations, gaging sites, and other information as needed for clarity.
- Detailed map of each instream flow segment that shows storage, diversion sites, return flow locations, location of selected flow monitoring site, and other information as needed for clarity.

The maps will be of sufficient detail to display the instream flow segments for presentation purposes and include legends, labels, callouts, etc. as needed to convey all required information about each instream flow segment. These maps will be produced in GIS format.

### **Task 3 Water Rights Inventory**

The Consultant shall research the Wyoming State Engineer's Office records and inventory the water rights, including reservoir permits, upstream from the downstream end of each of the instream flow segments. From this data, the Consultant shall determine the appropriated flows and storage accounts for the study's basins.

These water rights will be listed sequentially by priority date in a tabular form and be listed for each instream flow segment. This information shall include the following:

- Permit name
- Permit number
- Priority date
- Rate (cfs) or storage amount (acre-feet)
- Source of supply
- Location
- Appropriator
- Status of the right (adjudicated, unadjudicated, temporary filing, etc.)

### **Task 4 Flow, Diversion, Storage, and Other Data**

The Consultant shall research the Wyoming Water Resources Data System (WRDS) records, the USGS records, the Wyoming State Engineer's Office records, local water commissioner's records, local irrigators' records, and any other records of the flows, diversions, and storage within and above each instream flow segment. The Consultant shall use these records to determine each stream segment's historic flows, diversions, return flows, and storage amounts to be applied as needed in the Hydrology Analysis described in Task 5. A minimum of thirty (30) years of data is desired if possible.

For each instream flow segment, the Consultant shall review the associated biological report produced by Wyoming Game and Fish Department (WGFD). Any other available WGFD studies or reports associated with these instream flow segments shall also be reviewed and incorporated into this study as deemed appropriate. Any available flow or stage measurement data gathered by WGFD shall be acquired and incorporated into this study as deemed appropriate. Coordinate with the Office project manager to obtain items from WGFD and discuss appropriateness for use.

Within the final report, the Consultant shall explain what actual data were researched, which values were used in the analysis, what values were not used, and why they were used or not used. The Consultant shall also explain what calculated or estimated flow, diversion, and storage values were used in the analysis and how they were determined. Monthly flow, diversion, and storage values used for each segment shall be listed in tabular form.

## Task 5 Hydrology Analysis

Based on available data, the Consultant shall define the study period for the analysis. Once the study period is defined, the Consultant shall classify each historic year in the study period as either a dry, average, or wet year, with the wettest and driest years identified as the upper and lower 20 percent of the study period years on an annual flow basis, respectively. Other methods to classify the dry, average, and wet years may be proposed by the Consultant but must be approved by the Office project manager. The resulting classification of dry, average, and wet years for the historic study period shall be presented in the final report in a tabulated fashion.

The Consultant shall then perform a hydrology analysis to determine the virgin flows in each instream flow segment under what has been classified above as an average year. If historic gage flow is not available or does not represent virgin flow, the analysis will likely involve determining or estimating the historic stream flows, diversions, storage, consumptive use (depletions), and return flows as relevant and as described below. The Consultant may refer to the guidelines below as needed during this task. Deviations or alternative methodologies can be applied as approved by Office project manager.

### A. Stream Flows

Historic flows (virgin) will be determined near the downstream end of each instream flow segment and summarized by monthly mean values over the study period. Where possible, these flows shall be based on available stream gage records and modified as necessary to reflect virgin flow. Alternatively, stream flow measurements obtained as part of this study (Task 6) may be used to estimate historical flow through the use of application regression techniques using nearby long-term gaging station records. Other methods may also include evaluating historic climate or snowpack data or other hydrology methods or models. If it becomes necessary to employ numeric models, the Consultant shall investigate more than one model and select the best alternative (or combination of alternatives) based on calibration with the in-field flow measurements that are described in Task 6 or other means as approved by the Office project manager. All numeric models that were considered shall be described in the final written report, and the Consultant shall explain why the chosen method was ultimately employed.

The Consultant should consider and/or integrate the methods described in the following reports. The methodology ultimately selected must be approved by the Office project manager and fully described in the final written report with all supporting data.

- Lowham Engineering LLC. (2009, May 21). Estimating Streamflow from Concurrent Discharge Measurements. Prepared for Wyoming Water Development Commission.

- Parrett, Charles and Cartier, Kenn D. (1990). Methods for Estimating Monthly Streamflow Characteristics at Ungaged Sites in Western Montana. U.S. Geological Survey Water-Supply Paper 2365.

#### B. Diversions

Historic diversions determined in Task 4 can be used to reestablish virgin flows. However, depending upon the existence, availability, and extent of records, the Consultant may need to estimate historic diversions. This could involve field assessments of headgates and canals in order to estimate capacities; interviews with water right holders, ditch riders, or water district managers; or any other means that would establish reasonable estimations of the diversion amounts that took place during the established study period. The Consultant may propose the means and methods on estimating historic diversion records, and they must be approved by the Office project manager.

#### C. Consumptive Use

Irrigation consumptive use (CU) values can be established by the methods described below. For municipal, industrial, and out of basin use, the Consultant can estimate CU values as established for previous instream flow hydrologic studies as described below. The Consultant may propose other means and methods for estimating CU, but they must be approved by the Office project manager.

- Irrigation Use: CU values for irrigation can be estimated using the StateCU<sup>1</sup> software platform or alternative methods proposed by the Consultant with approval of the Office project manager. CU values, along with cropping patterns, can also be referenced from the latest river basin plans prepared by the Office (<http://waterplan.state.wy.us/basins/7basins.html>).
- Municipal Use: CU values can be assumed as 45 percent of the diversion.
- Industrial Use: CU values can be assumed as 100 percent of the diversion, unless it can be shown that the particular industry effectively consumes a lesser amount and that some of the diverted flows are returned to the basin of origin.
- Out of Basin Use: CU values can be assumed as 100 percent of the diversion.

#### D. Return Flows

A return flow is that part of a diversion that returns to the stream. A depletion is that part of a diversion that does not return to a stream due to consumptive use, deep groundwater loss, or out-of-basin diversion. The Consultant may estimate return flow quantities, return flow patterns, and return flow timing using the following guidelines that were adopted in previous instream flow hydrologic studies

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<sup>1</sup> StateCU is a public domain consumptive use model developed by the State of Colorado as part of Colorado's Decision Support System tools (<http://cdss.state.co.us>).

unless it can be shown otherwise. With that, the Consultant shall review each guideline for appropriateness to specific situations and may choose to propose other means and methods for estimating return flow quantities, return flow patterns, and return flow timing<sup>2</sup>.

#### Return Flow Quantities

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ Irrigation Use</li> <br/> <li>▪ Municipal Use</li> <br/> <li>▪ Industrial Use</li> </ul> | <p>For flood irrigation:<br/>Return Flow = 0.50 x Diversion</p> <p>For other forms of irrigation:<br/>Return Flow = 0.50 (Diversion – CU)</p> <p>Return Flow = 0.55 x Diversion</p> <p>Return Flow = Zero</p> |
|---|---|

#### Return Flow Patterns

The Consultant shall identify the return flow locations which shall be plotted on the same maps containing the diversion locations.

#### Return Flow Timing

- Irrigation return flows via surface water can occur during the month of diversion or lagged as determined by the Consultant. Return flows through groundwater may be lagged on the basis of an exponential decay rate determined to best fit the stream flow data.
- Municipal return flows occur during the month of diversion.
- Storage return flows occur during the month of storage releases.
- Out of basin diversion will have no return flows.

#### E. Storage

Each reservoir associated with each instream flow segment, existing or proposed, shall be analyzed to determine the yearly fill of each storage account. This will include determining the yearly carryover storage, timing and quantities of inflow to fill each account each year, and the timing and quantities of storage releases to their permitted points of use. Depletions to each reservoir in terms of evaporation shall be accounted. Storage values in acre-feet will be converted to CFS conveyance values down to their points of use.

### **Task 6 Flow Measurements**

In order to verify flows, the Consultant shall acquire and install stage monitoring equipment and develop a rating curve (stage-discharge relationship) for each instream flow segment. To establish each stream gage site, the Consultant shall choose the most

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<sup>2</sup> For return flows, previous instream flow studies have referenced the following document:  
Wetstein, John H. *Return Flow Analysis of Flood Irrigated Alluvial Aquifer*. M.S. Thesis Submitted to the Department of Civil Engineering, University of Wyoming, August, 1989.



suitable location possible, preferably near the downstream point of each segment, with a relatively stable cross-section and geometry, free from excessive turbulence and having suitable accessibility. The selection of the gaging site shall consider existing stream segment hydrology with respect to proximal springs, seeps, and tributary flows that might affect flow measurements. Gaging site selections shall also consider the locations previously used by the Wyoming Game and Fish Department; coordinate with the Office project manager to identify these previously used sites. The gaging sites selected for this study shall be clearly identified within the final report by written description and displayed on maps; geographic coordinates of each selected site shall also be presented.

Stage recording and data-logging equipment shall be installed by the Consultant before July 1, 2017. 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.

Stage recording data logging devices may be acquired from the Office for use in this project. This consists of Diver® and Baro® pressure transducer and data logging units manufactured by Schlumberger Water Services. The Consultant shall be responsible for providing all other required equipment, including the Diver USB Reading Unit®, 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. 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. The Office project manager shall review and approve all proposed work and expenditures of funds under this task. 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. Should the Consultant need to purchase equipment through the project budget, prior approval must be obtained from the Office project manager, and all equipment purchased shall be the sole property of the Office and delivered to the Office prior to close of Contract.

The Consultant shall be responsible for seasonal removal of all equipment to prevent its damage. Depending on weather conditions in the area, it is anticipated that equipment will need to be removed in November and reinstalled the following spring.

To develop a suitable rating curve, the Consultant shall measure discharge and corresponding stage at each segment at least 6 times throughout the year, capturing seasonal high and low flows along with monthly variations in discharge as applicable to each segment. The Consultant may propose the means, methods, and timing of the flow measurements and equipment which must be approved by the Office project manager. The Consultant shall be responsible for providing the flow measuring equipment and may coordinate with the Office project manager for use of equipment owned by the Office should it be available.

As part of this task, flow measurements may also be made at diversions should such data prove useful in the Hydrology Analysis. All stage and flow measurements should be obtained throughout the project at sufficient frequencies that are fully applicable to satisfy the objectives of this project.

Stage-discharge curves developed during this study shall be displayed and described in the final report in well-defined manner with data points, axis titles, chart formats, etc. clearly presented. The Consultant may present these curves in the main body of the report with stage being the independent variable on the horizontal axis and discharge being the dependent variable on the vertical axis, consistent with the associated regression equation presented on the graph. The Consultant should also present the stage-discharge curves within an appendix of the report that displays the charts with stage on the vertical axis and discharge on the horizontal axis, consistent with standards suggested within reports such as the following.

- Sauer, V.B. (2002). Standards for the Analysis and Processing of Surface-Water Data and Information Using Electronic Methods. U.S. Geological Survey Water-Resources Investigations Report 01-4044, 91 p.
- Rantz, S.E., and Others (1982). Measurement and Computation of Streamflow. U.S. Geological Survey Water-Supply Paper 2175, v. 2, 631 p.

## **Task 7 Unappropriated Flow Analysis**

The Consultant shall perform an Average Year Mean Monthly Unappropriated Flow Analysis based on the average years within the study period as determined in Task 5. The Consultant will determine whether the average unappropriated flow based on average flow years would result in a flow shortage or provide excess flows relative to the requested instream flow rate for each month. The Consultant shall perform this analysis for each segment and place data in tabular and graphic form. The analysis shall be performed in such a way that stream regulations and effects thereof that would occur in the field are accounted for in a realistic manner, including but not limited to adjustments in return flows when over-appropriation occurs.

Unappropriated flows are determined by removing the appropriated flows from the virgin flows. Appropriated flows are the potential diversion rates as allowed by the water right. Municipal, industrial, and other uses shall be calculated based on the maximum permitted diversion rate when the diversion is in priority. Irrigation diversion rates shall be calculated based on the legal duty, including surplus water diversions. These amounts are as follows:

- A one (1) cfs per 70-acre diversion for all pre-March 1945 permitted rights, with diversion based upon priority.
- An additional one (1) cfs per 70-acre diversion for all pre-March 1945 permitted rights, when surplus water is available.

- A one (1) cfs per 70-acre diversion for post-March 1945 to pre-March 1985 rights, when pre-March 1945 rights have been given a two (2) cfs per 70-acre supply.
- An additional one (1) cfs per 70-acre diversion for all post-March 1945 and pre-March 1985 permitted rights, when surplus water is available.
- A one (1) cfs per 70-acre diversion for all post-March 1985 rights, after all pre-March 1985 permitted rights have been given a two (2) cfs per 70-acre supply.

Under this task, to establish and account for the return flows from these legal duty diversions, the Consultant may apply the consumptive use values and subsequent return flow quantities, patterns, and timing developed under Tasks 5C and 5D.

### **Task 8 Storage Analysis**

If the conclusions of Task 7 indicate that there will be shortages in the instream flow request, the Consultant shall evaluate the shortages and determine the hydrologic feasibility of placing storage for this shortage above the instream flow segment. This storage would store water during the high-flow months and then release the stored water during low-flow months to make up the identified monthly shortages. (Refer to statute, section 41-3-1004 (a).)

The Consultant shall perform this analysis for each segment, identifying if any potential storage sites exist. The evaluation should include a map of the basin, produced in GIS format, which shows the general layout of the possible dam site(s) and the resulting reservoir(s). If potential storage sites are found, the Consultant shall provide an approximate cost estimate. The level of detail associated with this task will be established on a site-by-site basis with consultation with the Office project manager.

### **Task 9 Daily Flow Exceedance Analysis**

The Consultant shall perform a daily flow exceedance analysis on the remaining unappropriated direct flows. The Consultant shall then develop flow duration curves for each month for each segment. This analysis will determine the 20 percent exceedance flows and the percentage of time the requested flows are equaled or exceeded. Then based on the Wyoming Game and Fish Department's requested minimum flows and the exceedance analysis, a determination will be made as to whether or not the monthly unappropriated stream flows exceed the 20 percent exceedance. The Wyoming Water Resources Data System (WRDS) system, DURCUR, or appropriate daily flow exceedance techniques such as those described in the USGS Water Supply Paper 1542-A, "Flow Duration Curves" (Searcy, 1959) can be used to develop the flow duration curves. The duration curves shall be presented in graphic form with the requested flow clearly shown. The requested flow exceedance, the 20 percent exceedance values shall be clearly indicated in tabular form and clearly presented in the graphic forms.

## **Task 10      Reports**

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 November 1, 2018. One (1) CD/DVD copy containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided. The digital report will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. Each CD/DVD shall be clearly labeled as to its contents.

After receipt and incorporation of the Office review comments, the Consultant shall submit all final documents and materials to the Office on or before December 1, 2018. These final documents and materials shall include fifteen (15) hard copies. All reports shall be signed pursuant to Section C. above.

Three (3) CD/DVD copies containing the final report in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report and will be the same version as the hard copy. Each CD/DVD shall be clearly labeled as to its contents.

Two (2) CD/DVD copies containing the final report in its original format (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall be clearly labeled as to its contents.

Three (3) CD/DVD copies of the hydraulic or hydrology model project file and all associated files and/or spreadsheets shall be provided as applicable. The files shall create a working model that is fully functional and can be modified. Each CD/DVD shall be clearly labeled as to its contents.

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, field notes, flow measurements, etc. 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. Project notebooks 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 2017**

**BIOTA RESEARCH AND CONSULTING, INC.**

**LABOR**

<b>Employee</b>	<b>Hourly Rate</b>
Senior Project Manager	\$150.00
Project Manager	\$135.00
Licensed Professional Engineer	\$130.00
Certified Wildlife Biologist/Ecologist	\$120.00
Senior Wildlife Biologist/Ecologist	\$ 95.00
Wildlife Biologist/Ecologist	\$ 75.00
Certified Fishery Biologist	\$120.00
Senior Fishery Biologist	\$ 95.00
Fishery Biologist	\$ 75.00
Certified Wetland Scientist	\$120.00
Senior Wetland Scientist	\$ 95.00
Wetland Scientist	\$ 75.00
Certified Fluvial Geomorphologist	\$135.00
Hydrologist/Geomorphologist	\$ 90.00
Botanist/Rare Plant Specialist	\$120.00
GIS Specialist	\$100.00
GIS Technician	\$ 75.00
NEPA Specialist	\$ 85.00
Technician - Level 3	\$ 54.00
Technician - Level 2	\$ 45.00
Technician - Level 1	\$ 36.00
Desktop Publisher	\$ 60.00
Clerical	\$ 55.00

**SUPPLEMENTAL BILLINGS**

Meal Per Diem - \$50 per day per person  
 Vehicle Expenses - \$0.535 per mile  
 Resource-grade Trimble GPS Unit - \$250/day  
 Base and Rover GPS Unit - \$500/day  
 Travel Trailer Rental \$25/day; Camp Trailer Rental \$65/day  
 ATV Rental \$25/day

**REIMBURSABLE EXPENSES**

Lodging – Cost  
 Black and White Prints and Photocopies – \$0.15  
 Color Prints and Photocopies - \$1.00  
 Color Plots (24x36) - \$30; Color Plots (36x48) - \$55  
 B&W Plots (24x36) - \$10; B&W Plots (36x48) - \$20  
 Communication - \$10-50/month  
 Postage/Over Night Delivery – Cost  
 Fees paid on client's behalf – Cost  
 Miscellaneous Field Equipment (e.g., wetland flags, maps, aerial photographs) – Cost

**WHEATLAND IRRIGATION DISTRICT TUNNEL DAM REHABILITATION  
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 Wenck Associates, Inc. [Consultant], 1800 Pioneer Creek Center, Maple Plain, MN 55359.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to 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 and Required Approvals.** This Contract is effective when all parties have executed it and all approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through June 30, 2019. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

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 this Contract and incorporated by reference as part of this Contract, for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred forty-nine thousand, two hundred sixty dollars (\$149,260).

**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	\$ 16,215
2. Background Information Collection and Review	\$ 1,331
3. Diversion Structure Assessment	\$ 39,888
4. Rehabilitation Plan	\$ 28,600
5. Environmental Analysis and Permitting	\$ 6,819
6. Preliminary Designs and Cost Estimates	\$ 18,664
7. Economic Analysis and Project Financing	\$ 2,195
8. Public Interest	\$ 575
9. Discretionary Task	\$ 10,000
10. Draft Report	\$ 14,602
11. Report Presentations	\$ 2,572
12. Final Report and Deliverables	<u>\$ 7,799</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 149,260</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 Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the

Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. 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 Office, or alternate forms if approved in advance by the Office project manager.

**(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 in Cheyenne, Wyoming, 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 with written comments to the Consultant as soon as possible. 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 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 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 service 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 Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office 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 Office 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, 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 and signed by all parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. 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/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. 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/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, 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, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, 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. If funds are not allocated and available for the continuance of the services performed by the Consultant, 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. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts 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.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** 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, and any 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.

**J. Conflicts of Interest**

(i) 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. 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 insure 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 the Contract includes, but is not necessarily limited to, representing 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 thirteen (13) pages, Attachment A, consisting of ten (10) 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.

**L. Ethics.** 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Commission, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**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 the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

Office: Tony Rutherford, tony.rutherford@wyo.gov, (307) 777-7626.

Consultant: Skylor Wade, swade@wenck.com, (307) 634-7848.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. 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.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, 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. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State and such insurance has been approved by the Commission and the State. Approval of insurance by the Commission and the State shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Commission verifying each type of coverage required.

- (i) Workers' Compensation and Employer's Liability Insurance. The Consultant shall provide Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as

appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employer's liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- (ii) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect 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 in an amount not less than five hundred thousand dollars (\$500,000.00).
- (iii) Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- (iv) Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Contract automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- (v) Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Contract. The Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Contract and at any time upon request of Commission.
- (vi) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Consultant shall pay the premiums on all policies. Insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the

Commission. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- (vii) Commission/State May Insure for Consultant. In case of a breach of any provision of this Contract, the Commission or the State may, at the Commission's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (viii) Commission's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- (ix) Commission's/State's Right to Contact Insurer. The Commission and the State shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions from coverage;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (x) Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Commission has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**V. 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 either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and specifically retain



all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. 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.

**X. 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.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) 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.

**Z. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WENCK ASSOCIATES, INC.**

\_\_\_\_\_  
Victor Anderson, Principal  
Employer Identification Number: 41-1520095

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner  
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 D. Scope of Services. 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, Albany County, west of Wheatland, WY.
2. Purpose. To perform a Level II rehabilitation study for the Wheatland Irrigation District Tunnel Dam.
3. History. The Wheatland Irrigation District (WID) has requested a Level II feasibility study to investigate rehabilitation options for the "Tunnel Dam." The Tunnel Dam is a diversion structure on the Laramie River used to create head to divert water via a tunneled conveyance through a surface water divide into Bluegrass Creek. Water is conveyed from Bluegrass Creek downstream to any number of WID's diversions and used throughout the District for irrigation on approximately 54,000 acres of high value cropland.

The structure was originally constructed as long as 100 years ago (or more), and records of its initial construction are scarce. The structure has previously been resurfaced; however, the repairs are failing. The face and toe of the dam are dilapidated, and there is extensive scouring, spalling, and exposed rebar which is plainly visible. In addition, the outlet works that allow live stream flow to bypass the structure are no longer functioning. The structure is utilized to deliver stored irrigation water from upstream reservoir facilities and is absolutely crucial to the delivery of water to much of the District.

The Wheatland Irrigation District Tunnel Dam Rehabilitation Level II study, in close coordination with WID, will identify rehabilitation or replacement alternatives for the aging structure. It will also investigate permitting, water measurement, and economics based on conceptual designs created as part of the project.

Additional information may be found at the Wyoming Water Library supported by 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, 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. 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 project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
Cost of Project Components	\$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
Total Project Cost (Subtotal #1 + Subtotal #4)	\$ _____

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

### 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 CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 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. Unless otherwise directed by the Office project manager, the Consultant shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the 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, 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 Office 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**

The Consultant shall complete the following set of tasks for the Wheatland Irrigation District Tunnel Dam Rehabilitation Level II Study:

#### **Task 1. Scoping and Project Meetings**

One meeting shall be conducted early in the project schedule. The purpose is to familiarize interested parties with the scope of the project and to obtain input from affected parties. The Consultant shall prepare a presentation including maps and other visual aids to explain the project. Project meetings will be conducted as necessary for the coordination of project activities and for keeping the Wheatland Irrigation District (Sponsor) informed of project progress. Informal meetings with the Sponsor will also be necessary during the course of the study. In addition, monthly project update meetings will be conducted via teleconference with the Office and Sponsor.

The Consultant shall assume that they will conduct two informal project meetings with the Office and Sponsor. The Consultant shall also assume two joint formal meetings with the Office and Sponsor. These formal meetings shall be open to the public. The Consultant will be responsible for setting and conducting the informal and formal joint meetings in coordination with the Office project manager. Formal joint meetings shall be advertised in advance. In the interest of economy, meetings shall be scheduled to coincide with fieldwork whenever possible.

In addition, the Consultant shall budget for a minimum of three (3) meetings with the Office, Sponsor, Wyoming Department of Environmental Quality (WDEQ), the Wyoming Game and Fish Department (WGFD), the U.S. Army Corps of Engineers, and others as necessary to corroborate analysis and assumptions as the project develops with respect to water quality, fisheries, and permitting concerns/considerations.

No meeting shall be conducted without approval in advance by the Office project manager. The Consultant will prepare all notices and needed materials for the meetings, and the Consultant shall prepare meeting minutes for all meetings.

## **Task 2. Background Information Collection and Review**

The Consultant will gather, review, update, and assemble all background information and references available from any previous work through the Sponsor and agencies such as the Office, Water Resources Data System, Bureau of Land Management, U.S. Forest Service, U.S. Geological Survey, Natural Resources Conservation Service (NRCS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality, Water Quality Division, U.S. Fish and Wildlife Service, Wyoming Game and Fish Department, U.S. Army Corps of Engineers, University of Wyoming, and other agencies as appropriate.

The Consultant shall develop and present a "digital library" of documents reviewed that will be summarized and referenced in the draft and final reports.

## **Task 3. Diversion Structure Assessment**

The Consultant shall develop and perform an engineering / geotechnical evaluation of the existing Tunnel Dam structure. This will aid in identifying options for repair or replacement of the structure. The assessment will be developed to determine current capacity, structural integrity, operability, and expected longevity to meet, and safely convey, water demands. Site investigations will take place to assess current physical condition and functionality. Structural instability and concrete deterioration will be documented as well as the functionality of the structure and all appropriate ancillary features.

The Consultant shall conduct all necessary hydrologic, hydraulic, and stability analyses, and other related engineering assessments associated with the rehabilitation of the diversion dam. The Consultant shall ascertain design capacity of the diversion structure in terms of its water righted capacity and irrigation demand. Geomorphology shall also be considered and addressed during the assessment.

## **Task 4. Rehabilitation Plan**

The Consultant shall prepare a rehabilitation plan for the diversion dam based on the findings and results of the previous tasks presented herein. The recommendations should be designed with the needs of the Sponsor, existing deficiencies of the current structure, hydrologic, hydraulics, safety, and the fluvial geomorphic characteristics of the river in mind.



Alternatives to rehabilitation plans should be presented as needed and may include a recommendation for the relocation / total replacement of the structure. The Consultant shall consider all options and perform a conceptual comparison analysis. Topics including, but not limited to, cost, environmental permitting, operation and maintenance, capacity, sediment deposition, and by-pass requirements will be compared to determine a preferred alternative.

In addition, the Consultant shall, in close coordination with the Office, Sponsor, and the Wyoming State Engineer's Office, evaluate alternatives available to measure streamflow downstream of the structure in the Laramie River that are suitable for the diversion options considered. A conceptual comparison analysis shall be performed to determine a preferred streamflow measurement alternative.

#### **Task 5. Environmental Analysis and Permitting**

The Consultant shall identify all permits, easements, and clearances necessary for implementation of the preferred rehabilitation plan and associated construction activities. If determined to be necessary after consultation with the appropriate agencies, the Consultant will conduct cultural and archeological site investigations to determine any impacts and required mitigation for the proposed project. Similarly, depending on the preferred alternative, an aquatic resources inventory which could include, but not be limited to, a classification/wetland delineation, may need to be conducted for the project to determine resource impacts. Should this occur, the Consultant shall develop a conceptual mitigation plan for the project.

In addition, the Consultant shall coordinate with the State Engineer's Office to insure compliance with the implications of the Modified North Platte River Decree, 2001, the Platte River Recovery and Implementation Program, and the Laramie River Decree, 1922.

#### **Task 6. Preliminary Designs and Cost Estimates**

The Consultant will prepare preliminary design drawings and cost estimates for the preferred alternative. The cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to support a legislative request for Level III Construction funding.

The Consultant shall also develop preliminary design and cost estimates for the preferred streamflow measurement alternative identified in task 4.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

**Task 7. Economic Analysis and Project Financing**

The Consultant will provide information on potential funding sources for implementation of the identified rehabilitation plan. Potential sources to be evaluated should include the Commission, U.S. Department of Agriculture, Wyoming DEQ-WQD Clean Water Act Section 319, and other potential state and federal funding sources. For more information on project funding assistance see Section C.6 of the Scope of Services.

The Consultant will provide an ability to pay analysis which shall, based on a financial planning model, determine conditions and the level of funding necessary for implementation. The Consultant will generate recommendations based on annual financial commitments of the Sponsor needed to cover construction costs and meet operation and maintenance obligations. This analysis will provide information necessary to determine end costs of project implementation under funding scenarios involving local, state, and Federal assistance and shall include all identified and recommended improvements and all eligible and non-eligible components.

**Task 8. Public Interest**

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 9. Discretionary Task**

The Consultant will 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.

**No work will be initiated or funds spent for this task without prior written authorization from the Office project manager.**

**Task 10. Draft Report**

The Consultant shall submit to the Office up to five (5) hard copies of a draft report describing the results of all work completed in this study no later than June 1, 2018. Up to five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided and up to two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely

assembled into one standalone Acrobat file and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

The project Sponsor shall be provided a copy of this draft report for their review. The Office project manager shall provide the Water Resources Data System (WRDS) with both a hard copy and PDF copy of the draft report for comparison purposes. Issues discovered by WRDS during this comparison are the responsibility of the Consultant to correct. Upon completion of the rectification process, WRDS will assign a URL for the online posting of the final report.

#### **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); 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 report presentation for this Level II Study shall also serve as a public hearing with 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 12. Final Report and Deliverables**

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before August 1, 2018. These final documents and materials shall include: 1) Twelve (12) [MIN] hard copies of the final report and 2) Twelve (12) [MIN] hard copies of the executive summary. The 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) [MIN] CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report and will be the same version as the hard copy.

Two (2) [MIN] CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies.

Three (3) [MIN] CD/DVD 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 CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Three (3) [MIN] CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should be provided as ESRI ArcGIS .mxd files saved with relative path names to data sources, and shapefiles shall be saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be 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. 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 2017**

**WENCK ASSOCIATES, INC.**

<b>Classification</b>	<b>Hourly Rate</b>
Senior Principal	\$175.00
Principal	\$165.00
Senior Project Manager	\$150.00
Senior Professional II	\$145.00
Senior Professional I	\$137.00
Professional/Project Manager	\$125.00
Professional IV	\$115.00
Professional III	\$110.00
Professional II	\$102.00
Professional I	\$ 90.00
Technician	\$ 85.00
Administrative Support / Accounting	\$ 60.00

- Classifications listed above refer to the firm's internal system for billing purposes. The term "Professional" refers to engineers, scientists and business professionals.
- A Technology/Communication fee of 5% will be added to each invoice, applied as a percentage of total Wenck labor costs for a given invoicing period.
- Subcontracted services will be billed at cost.
- Mileage (2-WD and 4-WD) .535/mile
- Lodging, Per Diem, and commercial travel will be billed @ Cost
- Total Station and Data Recorder \$100/day
- ATV (4-wheeler) \$125/day
- Water Quality Meters (pH/S.C./Temp, Turbidity, TDS) \$ 50/day
- Water Level Meter \$ 35/day
- 1000 Foot Depth Sounder \$ 35/day
- Flow/Discharge Meter \$ 50/day
- DH-48 Sediment Sampler \$ 25/day
- Sampling Pumps (peristaltic, submersible) \$ 75/day
- Micro R Meter \$ 25/day
- RTK Differential GPS Surveying Unit \$500/day
- Nuclear Density Testing \$150/test
- Acoustic Doppler Channel Profiler \$ 75/day
- Consumables (lath, stakes, bailers, ice, baggies, etc.) @ Cost
- Outside Sourced Testing, Monitoring, and Rental Equipment @ Cost
- Outside Printing/Binding Services @ Cost

ATTACHMENT B TO WHEATLAND IRRIGATION DISTRICT TUNNEL DAM REHABILITATION,  
LEVEL II STUDY BETWEEN WWDC AND WENCK ASSOCIATES, INC.

**LEVEL III - WDA I**  
**PROJECT AGREEMENT SUMMARY**

<b>Level III Projects - New Development</b>	<b>Location</b>	<b>WDA I</b>	<b>Terms</b>	<b>Description</b>
High Meadow Ranch Well, Tank and Pipeline 2017	Sublette	\$ 1,991,910	67G	Well, tank, pipelines
High Meadow Ranch Well Purchase Agreement	Sublette			Well Purchase (\$56,179)
Broken Wheel Ranch Water Supply 2017	Lincoln	\$ 613,050	67G	Well, tank, pipelines
Cody Tank 2017	Park	\$ 2,412,000	67G	Tank
Cowley Tank 2017	Big Horn	\$ 3,155,700	67G	Tank
Gillette Regional Extensions 2017	Campbell	\$ 361,800	67G	Pipelines (Design only)
Glenrock Transmission Pipeline 2017	Converse	\$ 254,600	67G	Pipelines
Opal Well Improvements 2017	Lincoln	\$ 4,690	67G	Well improvements
Pineview Tank & Booster Pump 2017	Campbell	\$ 368,500	67G	Tank and pumping facilities
Pioneer Transmission Pipeline 2017	Natrona	\$ 1,246,200	67G	Pipelines (Design only)
Thayne Tank 2017	Lincoln	\$ 589,600	67G	Tank
Wheatland Wells 2017	Platte	\$ 994,950	67G	Wells and pipelines

**PROJECT AGREEMENT**  
**HIGH MEADOW RANCH WELL, TANK AND PIPELINE 2017 PROJECT**  
**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, and the HIGH MEADOW RANCH WATER DISTRICT, Sublette County, Wyoming, a duly organized water district existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the High Meadow Ranch Well, Tank and Pipeline 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of well improvements, storage tank and transmission pipeline; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed ONE MILLION NINE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED TEN DOLLARS (\$1,991,910.00) which will be a grant of not more than ONE MILLION NINE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED TEN DOLLARS (\$1,991,910.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 district's authorization to participate in the PROJECT and approval of the funding package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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:

- (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 contract documents.
- (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 contract.

**F.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION will 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 will 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 notify 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 2011-5 Sage Grouse Core Population Area 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.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of 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 one (1) year 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, 2022, 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, 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 rural domestic water supply use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive thirty-

three percent (33%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than rural domestic water supply use and the State of Wyoming shall receive sixty-seven percent (67%) 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 thirty-three percent (33%) and the State of Wyoming shall receive sixty-seven percent (67%) 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.

**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 Project 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 and signed by all parties to this Agreement.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming.

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/Access to Records.** The SPONSOR shall provide the COMMISSION and its representatives access to any of the Sponsor's books, documents, papers, and records 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. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, 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. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

**E. 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.

**F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, represents the entire and integrated Agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

**G. 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.

**H. 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 and conditions 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 the behalf of the State of Wyoming or the Commission. The SPONSOR agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents and/or employees as a result of this Agreement.

**I. Notice.** Any notice, demand, request or other communication [Notice] made or given by a party under this Agreement shall be made in writing and delivered either personally or by regular mail to the other party at its address as follows:

If to the COMMISSION:

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

If to the SPONSOR:

High Meadow Ranch Water District  
P.O. Box 95  
Boulder, Wyoming 82923

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

**K. 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 either party may renegotiate the terms affected by the severance.

**L. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity, and each 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. Designations of venue, choice of law, enforcement actions, and similar provisions should 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 sovereign immunity shall be construed in favor of sovereign immunity.

**M. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**HIGH MEADOW RANCH WATER DISTRICT**


\_\_\_\_\_  
Sam Bixler, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Alexis Kelly, Secretary

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

 #164419  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

3/29/17  
\_\_\_\_\_  
Date

**WELL PURCHASE AGREEMENT  
BETWEEN THE WYOMING WATER DEVELOPMENT COMMISSION  
AND HIGH MEADOW RANCH WATER DISTRICT**

1. **Parties.** This Agreement ("Agreement") is made and entered into by and between the State of Wyoming, by and through the Wyoming Water Development Commission ("Commission"), and the High Meadow Ranch Water District, a duly organized water district existing under the laws of the state ("Sponsor").

2. **Purpose.** The purpose of this Agreement is for the Commission to assign its interest in the HMR - TW Well ("Well"), which was constructed by the Commission pursuant to a Level II feasibility study, to the High Meadow Ranch Water District so that the Well can be converted to a production well and used as a domestic water supply source for the High Meadow Ranch Water District pursuant to 2017 Wyo. Sess. Laws Ch. 75.

3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until the obligations of the parties have been fulfilled.

4. **Payment.** The Sponsor shall pay the Commission FIFTY-SIX THOUSAND ONE HUNDRED SEVENTY NINE DOLLARS AND 26 CENTS (\$56,179.26.) WHICH IS thirty-three percent (33%) of the actual construction costs of constructing the Well.

5. **Responsibilities of Commission.** The Commission does hereby transfer and assign all its right, title and interest of whatsoever nature in and to the well and all works pertaining thereto to the Sponsor for use as a domestic water supply source for the High Meadow Ranch Water District. The Well is located in the NW 1/4 of the NW 1/4 of Section 21, Township 033 North, Range 108 West, of the 6th Principal Meridian, Sublette County, Wyoming.

6. **Responsibilities of the High Meadow Ranch Water District.**

A. **Well Permits and Operations.** The Sponsor, prior to operation of the Well, shall obtain all necessary permits, licenses, or other authorizations necessary for operation of the Well, including, but not limited to, submission of a statement of Completion of Construction of the well in the Office of the State Engineer. The Sponsor shall become solely responsible for future operation, maintenance or abandonment of the Well including properly plugging and abandoning the Well if the Sponsor decides or is required to do so, and Commission shall have no further responsibility for operating or plugging and abandoning the Well.

## 7. General Provisions.

**A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

**B. Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. 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. Entirety of Agreement.** This Agreement, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations and agreement, whether written or oral.

**D. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Attorney General or his representative.

**E. 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.

**F. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive 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. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**G. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



8. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_

**HIGH MEADOW RANCH WATER DISTRICT**


\_\_\_\_\_  
Sam Bixler, President

\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_

\_\_\_\_\_  
Alexis Kelly, Secretary

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

  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

3/28/17  
\_\_\_\_\_  
Date

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

**PROJECT AGREEMENT**  
**BROKEN WHEEL RANCH WATER SUPPLY 2017 PROJECT**  
**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, and the BROKEN WHEEL RANCH IMPROVEMENT AND SERVICE DISTRICT, Lincoln County, Wyoming, a duly organized improvement and service district existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Broken Wheel Ranch Water Supply 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a groundwater well, well improvements, storage tank, transmission pipeline; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed SIX HUNDRED THIRTEEN THOUSAND FIFTY DOLLARS (\$613,050.00) which will be a grant of not more than SIX HUNDRED THIRTEEN THOUSAND FIFTY DOLLARS (\$613,050.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 district's authorization to participate in the PROJECT and approval of the funding package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

C. Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

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

**PROJECT AGREEMENT  
CODY TANK 2017 PROJECT  
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, and the CITY OF CODY, Park County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Cody Tank 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a storage tank; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed TWO MILLION FOUR HUNDRED TWELVE THOUSAND DOLLARS (\$2,412,000.00) which will be a grant of not more than TWO MILLION FOUR HUNDRED TWELVE THOUSAND DOLLARS (\$2,412,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT  
COWLEY TANK 2017 PROJECT  
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, and the TOWN OF COWLEY, Big Horn County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Cowley Tank 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a storage tank; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed THREE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$3,155,700.00) which will be a grant of not more than THREE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$3,155,700.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT**  
**GILLETTE REGIONAL EXTENSIONS 2017 PROJECT**  
**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, and the CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Gillette Regional Extensions 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design of pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed THREE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$361,800.00) which will be a grant of not more than THREE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$361,800.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT**  
**GLENROCK TRANSMISSION PIPELINE 2017 PROJECT**  
**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, and the TOWN OF GLENROCK, Converse County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Glenrock Transmission Pipeline 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a transmission pipeline; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed TWO HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$254,600.00) which will be a grant of not more than TWO HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$254,600.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

C. Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

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

**PROJECT AGREEMENT  
OPAL WELL IMPROVEMENTS 2017 PROJECT  
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, and the TOWN OF OPAL, Lincoln County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Opal Well Improvements 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of well improvements; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed FOUR THOUSAND SIX HUNDRED NINETY DOLLARS (\$4,690.00) which will be a grant of not more than FOUR THOUSAND SIX HUNDRED NINETY DOLLARS (\$4,690.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT  
PINEVIEW TANK AND BOOSTER PUMP 2017 PROJECT  
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, and the PINEVIEW IMPROVEMENT AND SERVICE DISTRICT, Campbell County, Wyoming, a duly organized improvement and service district existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Pineview Tank and Booster Pump 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a storage tank, pumping facilities; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$368,500.00) which will be a grant of not more than THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$368,500.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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



**PROJECT AGREEMENT**  
**PIONEER TRANSMISSION PIPELINE 2017 PROJECT**  
**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, and the PIONEER WATER AND SEWER DISTRICT, Natrona County, Wyoming, a duly organized water and sewer district existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Pioneer Transmission Pipeline 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a transmission pipeline; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$1,246,200.00) which will be a grant of not more than ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$1,246,200.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT  
THAYNE TANK 2017 PROJECT  
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, and the TOWN OF THAYNE, Lincoln County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Thayne Tank 2017 Project[PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a storage tank; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed FIVE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$589,600.00) which will be a grant of not more than FIVE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$589,600.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT  
WHEATLAND WELLS 2017 PROJECT  
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, and the TOWN OF WHEATLAND, Platte County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Wheatland Wells 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of wells, pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed NINE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$994,950.00) which will be a grant of not more than NINE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$994,950.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**Level III - WDA II**  
**Project Agreement Summary**

<b>Level III Projects - Rehabilitation</b>	<b>Location</b>	<b>WDA II</b>	<b>Terms</b>	<b>Description</b>
Casper CY Booster Station Replacement 2017	Natrona	\$ 852,910	67G	Pumping facilities
Thermopolis Pipeline Replacement 2017	Hot Springs	\$ 1,545,200	67G	Pipelines
Dry Creek ID Pipeline Replacement 2017	Lincoln	\$ 670,000	67G/33L	Pipelines
LeClair Irrigation District Rehabilitation 2017	Fremont	\$ 1,530,910	67G/33L	Canal lining
Deaver Irrigation District Flume Rpl/Laterals 2017	Big Horn	\$ 91,000	100 Materials	Lateral improvements
Goshen Irrigation District Rehabilitation 2017	Goshen	\$ 214,000	100 Materials	Pipelines
Heart Mountain ID Rehabilitation 2017	Park	\$ 410,000	100 Materials	Pipelines and structures
Midvale Pilot 27.0 A Lateral 2017	Fremont	\$ 355,000	100 Materials	Pipelines
Shoshone Irrigation District Rehabilitation 2017	Park	\$ 234,000	100 Materials	Pipelines
Sidon Irrigation District Rehabilitation 2017	Big Horn	\$ 483,000	100 Materials	Pipelines

**PROJECT AGREEMENT**  
**CASPER CY BOOSTER STATION REPLACEMENT 2017 PROJECT**  
**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, and the CITY OF CASPER, Natrona COUNTY, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Casper CY Booster Station Replacement 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of pumping facilities; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a sum not to exceed EIGHT HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TEN DOLLARS (\$852,910.00) which will be a grant of not more than EIGHT HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TEN DOLLARS (\$852,910.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this project and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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 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:

- (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 contract documents.
- (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 (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 contract.

**F.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION will 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 will 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 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 notify 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 2011-5 Sage Grouse Core Population Area 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.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of 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 one (1) year 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, 2022, 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 Project 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 and signed by all parties to this Agreement.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. 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/Access to Records.** The SPONSOR shall provide the COMMISSION and its representatives access to any of the Sponsor's books, documents, papers, and records 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. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, 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. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

**E. 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.

**F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages, represents the entire and integrated Agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

**G. 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.

**H. 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 and conditions 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 the behalf of the State of Wyoming or the Commission. The SPONSOR agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents and/or employees as a result of this Agreement.

**I. Notice.** Any notice, demand, request or other communication [Notice] made or given by a party under this Agreement shall be made in writing and delivered either personally or by regular mail to the other party at its address as follows:

If to the COMMISSION:

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

If to the SPONSOR:

City of Casper  
200 North David Street  
Casper, Wyoming 82601

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

**K. 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 either party may renegotiate the terms affected by the severance.

**L. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**M. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**CITY OF CASPER**

\_\_\_\_\_  
Kenyne Humphrey, Mayor

\_\_\_\_\_  
Date


\_\_\_\_\_  
Ray Pacheco, Vice President of Council

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary

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

 #164428  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

3/28/17  
\_\_\_\_\_  
Date

**PROJECT AGREEMENT  
THERMOPOLIS PIPELINE REPLACEMENT 2017 PROJECT  
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, and the TOWN OF THERMOPOLIS, Hot Springs County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Thermopolis Pipeline Replacement 2017 Project[PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a sum not to exceed ONE MILLION FIVE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$1,545,200.00) which will be a grant of not more than ONE MILLION FIVE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$1,545,200.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) 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 this project and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

**C.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**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

**PROJECT AGREEMENT**  
**DRY CREEK IRRIGATION DISTRICT PIPELINE REPLACEMENT 2017 PROJECT**  
**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, and the DRY CREEK IRRIGATION DISTRICT, Lincoln County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Dry Creek Irrigation District Pipeline Replacement 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(ii), to the COMMISSION, a sum not to exceed SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$670,000.00) which will 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 FOUR HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$448,900.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.
- (2) A loan to the SPONSOR of not more than TWO HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED DOLLARS (\$221,100.00) or thirty-three percent (33%) of the actual development costs, whichever is less, for a term of twenty (20) years at an annual interest rate of four percent (4%).

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

**C.** The SPONSOR shall execute a promissory note, secured by a security agreement that encumbers, pledges and assigns to the COMMISSION revenues received or due under the assessment roll of the SPONSOR created as required by Wyoming statutes together with all the SPONSOR'S right, title, and interest the SPONSOR now has or may hereafter acquire in and to any of those revenues together with all proceeds of it, in an amount sufficient to meet the SPONSOR'S obligations as outlined in Section 4 of this Agreement. Such promissory note, dated \_\_\_\_\_, and security agreement, dated \_\_\_\_\_, attached herein, shall be incorporated and made a part of this agreement.

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

**E.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**F.** 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.

**G.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (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 contract documents.
- (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 10%, 50% and 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 contract.

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

**I.** 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 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.

**J.** 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 2011-5 Sage Grouse Core Population Area 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.

**K.** 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.

**L.** 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.

**M.** 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 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. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

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

**O.** 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 one year 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.

**P.** 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.

**Q.** 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.

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

**S.** 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, 2022, 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.

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

**U.** 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 Project 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 and signed by all parties to this Agreement.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. 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/Access to Records.** The SPONSOR shall provide the COMMISSION and its representatives access to any books, documents, papers, and records 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. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, 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. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

**E. 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.

**F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, including the Promissory Note dated \_\_\_\_\_, consisting of two (2) pages and the Security Agreement, dated \_\_\_\_\_, consisting of four (4) pages represents the entire and integrated Agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

**G. 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.

**H. 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 and/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/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents and/or employees as a result of this Agreement.

**I. Notice.** Any notice, demand, request or other communication [Notice] made or given by a party under this Agreement shall be made in writing and delivered either personally or by regular mail to the other party at its address as follows:

If to the COMMISSION:

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

If to the SPONSOR:

DRY CREEK IRRIGATION DISTRICT  
3489 HWY. 241  
AFTON, Wyoming 83110

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

**K. 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 either party may renegotiate the terms affected by the severance.

**L. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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 immunity shall be construed in favor of immunity.

**M. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**DRY CREEK IRRIGATION DISTRICT**

\_\_\_\_\_  
Rollin Gardner, President

\_\_\_\_\_  
Date


\_\_\_\_\_  
Geri Hoops, Secretary / Treasurer

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kyle Veigel, Board Member

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

  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

4/17/17  
\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**LECLAIR IRRIGATION DISTRICT REHABILITATION 2017 PROJECT**  
**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, and the LECLAIR IRRIGATION DISTRICT, Fremont County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the LeClair Irrigation District Rehabilitation 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of canal lining; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(ii), to the COMMISSION, a sum not to exceed ONE MILLION FIVE HUNDRED THIRTY THOUSAND NINE HUNDRED TEN DOLLARS (\$1,530,910.00) which will 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 ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED TEN DOLLARS (\$1,174,510.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.
- (2) A loan to the SPONSOR of not more than THREE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$356,400.00) or thirty-three percent (33%) of the actual development costs, whichever is less, for a term of thirty (30) years at an annual interest rate of four percent (4%).

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

**PROJECT AGREEMENT**  
**DEAVER IRRIGATION DISTRICT FLUME REPLACEMENT/LATERALS 2017**  
**PROJECT**  
**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, and the DEAVER IRRIGATION DISTRICT, Park and Big Horn Counties, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Deaver Irrigation District Flume Replacement/Laterals 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a water flume, lateral improvements; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a grant not to exceed NINETY-ONE THOUSAND DOLLARS (\$91,000.00) 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, which 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 and recognizing that the balance in the maintenance fund will be maintained to meet future repair and maintenance costs of 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.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR will submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

**E.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to 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.

**F.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (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 contract documents.
- (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.

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

reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.

**H.** Once the COMMISSION determines that the plans and specifications are in acceptable form and it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the SPONSOR may 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.

**I.** 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 2011-5 Sage Grouse Core Population Area Strategy;
- (8) Final Plans and Specifications approval by State Engineer;
- (9) Incidental work required to prepare the PROJECT for construction; and
- (10) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

**J.** The SPONSOR shall not 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.

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

**L.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify 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. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

**M.** 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 to complete the PROJECT and provide any funding in excess of that available from the COMMISSION from other sources.

**N.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before one (1) year after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

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

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

**Q.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the 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.

**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, 2022, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

**S.** If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If 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 Project 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 and signed by all parties to this Agreement.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. 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/Access to Records.** The SPONSOR shall provide the COMMISSION and its representatives access to any books, documents, papers, 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. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, 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. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

**E. 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.

**F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**G. 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.

**H. 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 and conditions 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 the behalf of the State of Wyoming or the Commission. The SPONSOR agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents and/or employees as a result of this Agreement.

**I. Notice.** Any notice, demand, request or other communication [Notice] made or given by a party under this Agreement shall be made in writing and delivered either personally or by regular mail to the other party at its address as follows:

If to the COMMISSION:

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

If to the SPONSOR:

Deaver Irrigation District  
13 First Avenue East  
Deaver, Wyoming 82421

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

**K. 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 either party may renegotiate the terms affected by the severance.

**L. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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.

**M. 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**DEAVER IRRIGATION DISTRICT**


\_\_\_\_\_  
Russ Boardman, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Siina Swanson, Secretary

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

  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

3/29/17  
\_\_\_\_\_  
Date

**PROJECT AGREEMENT**  
**GOSHEN IRRIGATION DISTRICT REHABILITATION 2017 PROJECT**  
**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, and the GOSHEN IRRIGATION DISTRICT, Goshen COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Goshen Irrigation District Rehabilitation 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of lateral pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a grant not to exceed TWO HUNDRED FOURTEEN THOUSAND DOLLARS (\$214,000.00) 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, which 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 and recognizing that the balance in the maintenance fund will be maintained to meet future repair and maintenance costs of 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.

**PROJECT AGREEMENT**  
**HEART MOUNTAIN IRRIGATION DISTRICT REHABILITATION 2017 PROJECT**  
**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, and the HEART MOUNTAIN IRRIGATION DISTRICT, Park County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Heart Mountain Irrigation District Rehabilitation 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of lateral 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a grant not to exceed FOUR HUNDRED TEN THOUSAND DOLLARS (\$410,000.00) 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, which 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 and recognizing that the balance in the maintenance fund will be maintained to meet future repair and maintenance costs of 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.

**PROJECT AGREEMENT  
MIDVALE PILOT 27.0 A LATERAL 2017 PROJECT  
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, and the MIDVALE IRRIGATION DISTRICT, Fremont County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Midvale Pilot 27.0 A Lateral 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of lateral pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a grant not to exceed THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$355,000.00) 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, which 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 and recognizing that the balance in the maintenance fund will be maintained to meet future repair and maintenance costs of 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.** Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR will submit a copy of its

**PROJECT AGREEMENT**  
**SHOSHONE IRRIGATION DISTRICT REHABILITATION 2017 PROJECT**  
**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, and the SHOSHONE IRRIGATION DISTRICT, Park County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Shoshone Irrigation District Rehabilitation 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of lateral 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a grant not to exceed TWO HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$234,000.00) 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, which 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 and recognizing that the balance in the maintenance fund will be maintained to meet future repair and maintenance costs of 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.



**PROJECT AGREEMENT**  
**SIDON IRRIGATION DISTRICT REHABILITATION 2017 PROJECT**  
**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, and the SIDON IRRIGATION DISTRICT, Big Horn County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

**2. Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Sidon Irrigation District Rehabilitation 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming water development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of lateral pipelines; 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 and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.

**4. Special Provisions.**

**A.** The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a grant not to exceed FOUR HUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$483,000.00) 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, which 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 and recognizing that the balance in the maintenance fund will be maintained to meet future repair and maintenance costs of 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.

**Level III - WDA I & II**  
**Project Agreement Amendment Summary**

<b>Amendments to Prior Appropriations</b>	<b>Location</b>	<b>WDA I</b>	<b>WDA II</b>	<b>Terms</b>	<b>Description</b>
Dull Knife Reservoir Spillway Rehabilitation	Johnson		\$ 252,000	35G	Dam fortification
Gillette Regional Extensions - Phase II	Campbell	\$ 1,675,000		67G	Adding construction phase funding
GR/RS/SC Raw Water Reservoir	Sweetwater				1 yr time extension
Laramie North Side Tank	Albany	\$ 7,303,000		67G	Adding construction phase funding
Riverton Water Supply	Fremont				3 yr time extension
Willwood Dam Rehabilitation	Park				1 yr time extension
Gillette Madison Pipeline Project	Campbell				3 yr time extension

**AMENDMENT ONE TO PROJECT AGREEMENT  
DULL KNIFE RESERVOIR SPILLWAY REHABILITATION PROJECT**

**1. Parties.** This Amendment One, to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and the DULL KNIFE IRRIGATION DISTRICT, Johnson County, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

**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 2017 Wyo. Sess. Laws, Ch. 75, modifying the PROJECT by increasing the amount of the grant, providing for an appropriation, and changing the conditions for disbursing funds.

**3. Term of the Amendment.** This Amendment effective when all parties have executed it and all required approvals have been granted, 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 first sentence of Section 4.A. of the Project Agreement is hereby amended to read as follows:

4.A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(ii), to the COMMISSION, a sum not to exceed ONE MILLION NINE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS (\$1,967,000.00) which will 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 SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,715,000.00) or thirty-five percent (35%) of the actual development costs, whichever is less.

(2) A grant to the SPONSOR of not more than TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$252,000.00) or sixty-seven percent (67%) of the additional funds needed to complete the PROJECT, whichever is less.

B. Engineering Contract Changes. The list of conditions as described in Section 4.E. of the Project Agreement is amended as follows:

4.E. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

(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 contract documents.

(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%), sixty percent (60%) and ninety percent (90%) levels of completion of the PROJECT plans.

- (4) Comply with all applicable State statutes regarding contractor retainage accounts.
- (5) Cause the SPONSOR'S ENGINEER to provide to the COMMISSION a summary of bids received.
- (6) Communicate to the COMMISSION all information on all aspects of the PROJECT and require that the SPONSOR'S ENGINEER 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 review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said examination 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, the SPONSOR shall 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's or contractor's contract.

5. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. **Entirety of Agreement.** This Amendment One, consisting of three (3) pages, and the original Project Agreement, consisting of seven (7) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**DULL KNIFE IRRIGATION DISTRICT**

\_\_\_\_\_  
David F. Palmerlee, Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Mahoney, President of the Board of Directors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Wilbur Jones, Treasurer

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

 #165323  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

\_\_\_\_\_  
Date 4/17/17

The Amendment date is the date of the last signature affixed to this page.

**AMENDMENT ONE TO PROJECT AGREEMENT  
GILLETTE REGIONAL EXTENSIONS-PHASE II PROJECT**

1. **Parties.** This Amendment One to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

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 2017 Wyo. Sess. Laws, Ch. 75, modifying the PROJECT by altering the PROJECT description, increasing the amount of the grant, and providing for an appropriation.

3. **Term of the Amendment.** This Amendment effective when all parties have executed it and all required approvals have been granted, 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 the second and third sentences of Section 2 of the Project Agreement is amended as follows:

The PROJECT consists of the following components:

- (a) Design and construction of 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.** The PROJECT funding as set forth in Section 4.A. of the Project Agreement is amended as follows:

4.A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed TWO MILLION TWO HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$2,237,800.00) which will 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 FIVE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$562,800.00) or sixty-seven percent (67%) of the actual development costs, whichever is less followed by:
- (2) A grant to the SPONSOR of not more than ONE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,675,000.00) or sixty-seven percent (67%) of the additional funds needed to complete the PROJECT, whichever is less.

5. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. **Entirety of Agreement.** This Amendment One, consisting of three (3) pages, and the original Project Agreement, consisting of eight (8) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman \_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**CITY OF GILLETTE**

\_\_\_\_\_  
Louise Carter-King, Mayor \_\_\_\_\_  
Date

\_\_\_\_\_  
J. Carter Napier, City Administrator \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karlene Abelseth, Clerk

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

 #165325 4/17/17  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General \_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.



**AMENDMENT TWO TO PROJECT AGREEMENT  
GR/RS/SC RAW WATER RESERVOIR PROJECT**

**1. Parties.** This Amendment Two, to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF GREEN RIVER, WYOMING – CITY OF ROCK SPRINGS, WYOMING – SWEETWATER COUNTY, STATE OF WYOMING JOINT POWERS WATER BOARD, Sweetwater County, Wyoming, a duly organized joint powers board existing under the laws of that state [SPONSOR].

**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 2017 Wyo. Sess. Laws, Ch. 75, modifying the PROJECT to extend the reversion date of unexpended PROJECT funds.

Amendment One, dated June 1, 2012, amended the Project Agreement by modifying the PROJECT description, increasing the appropriation, specifying terms and conditions of funding for the PROJECT and extending the reversion date of unexpended PROJECT funds.

**3. Term of the Amendment.** This Amendment is effective when all parties have executed it and all required approvals have been granted, 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 Project Agreement is amended 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, 2018 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. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, and all prior amendments to the Project Agreement shall remain unchanged and in full force and effect, including Amendment One to the Project Agreement which was duly executed June 1, 2012 and which became effective June 1, 2012.

**6. Entirety of Agreement.** This Amendment Two, consisting of two (2) pages, Amendment One consisting of Five (5) pages, and the original Project Agreement, consisting of Nine (9) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Two to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**CITY OF GREEN RIVER, WYOMING – CITY OF ROCK SPRINGS, WYOMING – SWEETWATER COUNTY, STATE OF WYOMING JOINT POWERS WATER BOARD**

*Don Hartley*  
\_\_\_\_\_  
Don Hartley, Chairman

*5/2/17*  
\_\_\_\_\_  
Date

ATTEST:

*Jane Fillmore*  
\_\_\_\_\_  
Jane Fillmore, Secretary / Treasurer

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

*Tyler M Renner #165317*  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

*4/17/17*  
\_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.

**AMENDMENT ONE TO PROJECT AGREEMENT  
LARAMIE NORTH SIDE TANK PROJECT**

**1. Parties.** This Amendment One to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF LARAMIE, Albany County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**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 2017 Wyo. Sess. Laws, Ch. 75, modifying the PROJECT by altering the PROJECT description, increasing the amount of the grant, providing for an appropriation, and extending the reversion date for unexpended PROJECT funds.

**3. Term of the Amendment.** This Amendment is effective when all parties have executed it and all required approvals have been granted, 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 the second and third sentences of Section 2 of the Project Agreement is amended as follows:

The PROJECT consists of the following components:

- (a) Design and construction of pumping facilities, pipelines, storage tank; 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. The PROJECT funding as set forth in Section 4.A. of the Project Agreement is amended as follows:

4.A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed EIGHT MILLION FIVE HUNDRED THREE THOUSAND DOLLARS (\$8,503,000.00) which will 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 EIGHT HUNDRED FOUR THOUSAND DOLLARS (\$804,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less followed by:
- (2) A grant to the SPONSOR of not more than SEVEN MILLION THREE HUNDRED THREE THOUSAND DOLLARS (\$7,303,000.00) or sixty-seven percent (67%) of the additional funds needed to complete the PROJECT, whichever is less.
- (3) A loan to the SPONSOR of not more than THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000.00) or thirty-three percent (33%) of the actual

development costs, whichever is less, for a term of thirty (30) years at an annual interest rate of four percent (4.0%).

(4) The sponsor is responsible for acquiring an additional THREE MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$3,597,000.00) from other sources to supplement the sponsor's existing commission loan thereby providing thirty-three percent (33%) of the total project budget.

C. Reversion of Unexpended Funds. The reversion date for unexpended funds as set forth in Section 4.U. of the Project Agreement is amended 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, 2020 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. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. Entirety of Agreement. This Amendment One, consisting of three (3) pages, and the original Project Agreement, consisting of nine (9) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**CITY OF LARAMIE**

\_\_\_\_\_  
Andi Summerville, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Angie Johnson, Clerk

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

 #165321  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

4/17/17  
\_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.

**AMENDMENT FOUR TO PROJECT AGREEMENT  
RIVERTON WATER SUPPLY PROJECT**

**1. Parties.** This Amendment Four to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF RIVERTON, Fremont County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

**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 2017 Wyo. Sess. Laws, Ch. 75, modifying the PROJECT to extend the reversion date of unexpended PROJECT funds.

Amendment One, dated June 29, 2010, amended the Project Agreement by modifying the PROJECT description and increasing the appropriation.

Amendment Two, dated May 28, 2014, amended the Project Agreement by extending the reversion date of unexpended PROJECT funds.

Amendment Three, dated May 29, 2015, amended the Project Agreement by increasing the appropriation and extending the reversion date of unexpended PROJECT funds.

**3. Term of the Amendment.** This Amendment is effective when all parties have executed it and all required approvals have been granted, 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.V. of the Project Agreement is amended as follows:

4.V. 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, 2020 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. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, and all prior amendments to the Project Agreement shall remain unchanged and in full force and effect, including Amendment One to the Project Agreement which was duly executed June 29, 2010 and which became effective June 29, 2010, Amendment Two to the Project Agreement which was duly executed May 28, 2014 and which became effective Month May 28, 2014 and Amendment Three to the Project Agreement which was duly executed May 29, 2015 and which became effective Month May 29, 2015.

**6. Entirety of Agreement.** This Amendment Four, consisting of three (3) pages, Amendment Three, consisting of three (3) pages, Amendment Two consisting of two (2) pages, Amendment One consisting of two (2) pages, and the original Project Agreement, consisting of nine (9) pages, represent the entire and integrated agreement

between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Four to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date


\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**CITY OF RIVERTON**

  
\_\_\_\_\_  
John 'Lars' Baker, Mayor

17 May 2017  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Kristin Watson, Clerk

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

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

4/17/17  
\_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.



**AMENDMENT ONE TO PROJECT AGREEMENT  
WILLWOOD DAM REHABILITATION PROJECT**

1. **Parties.** This Amendment One to Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and WILLWOOD IRRIGATION DISTRICT, Park and Big Horn Counties, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

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 2017 Wyo. Sess. Laws, Ch. 75, modifying the PROJECT by extending the reversion date of unexpended PROJECT funds.

3. **Term of the Amendment.** This Amendment effective when all parties have executed it and all required approvals have been granted, 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 Project Agreement is amended 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, 2018 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. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. **Entirety of Agreement.** This Amendment One, consisting of two (2) pages, and the original Project Agreement, consisting of eight (8) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**WILLWOOD IRRIGATION DISTRICT**

  
\_\_\_\_\_  
Roger Smith, President

5/11/17  
Date

ATTEST:

  
\_\_\_\_\_  
Kandie J. Berchtold, Secretary/Treasurer

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

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

4/17/17  
Date

The Amendment date is the date of the last signature affixed to this page.

**AMENDMENT SEVEN TO PROJECT AGREEMENT  
GILLETTE MADISON PIPELINE PROJECT**

1. **Parties.** This Amendment Seven to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Amendment.** This Amendment shall constitute the seventh amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to extend the reversion date of unexpended PROJECT funds.

Amendment One, effective July 29, 2010, amended the Project Agreement by increasing the appropriation.

Amendment Two, effective August 18, 2011, amended the Project Agreement by increasing the appropriation and modifying the conditions for funding.

Amendment Three, effective August 22, 2012, amended the Project Agreement by increasing the appropriation.

Amendment Four, effective September 17, 2013, amended the Project Agreement by increasing the appropriation and modifying the conditions for funding.

Amendment Five, effective April 7, 2015, amended the Project Agreement by increasing the appropriation.

Amendment Six, effective June 4, 2015, amended the Project Agreement by redirecting unobligated or unexpended Abandoned Mine Lands funding to the PROJECT and extending the reversion date of unexpended PROJECT funds.

3. **Term of the Amendment.** This Amendment effective when all parties have executed it and all required approvals have been granted, 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 Project Agreement is amended 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, 2020 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. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, and all prior amendments to the Project Agreement shall remain unchanged and in full force and effect, including Amendment One to the Project Agreement which was duly

executed on May 19, 2010, July 23, 2010, July 25, 2010, and July 29, 2010 and which became effective July 29, 2010, Amendment Two to the Project Agreement which was duly executed July 21, 2011, July 28, 2011, August 1, 2011, and August 18, 2011 and which became effective August 18, 2011, Amendment Three to the Project Agreement which was duly executed July 10, 2012, July 17, 2012, July 18, 2012 and August 22, 2012 and which became effective August 22, 2012, Amendment Four to the Project Agreement which was duly executed July 9, 2013, July 18, 2013, July 29, 2013 and September 17, 2013 and which became effective September 17, 2013, Amendment Five to the Project Agreement which was duly executed February 19, 2015, March 6, 2015, and April 7, 2015 and which became effective April 7, 2015, and Amendment Six to the Project Agreement which was duly executed May 15, 2015, June 2, 2015 and June 4, 2015 and which became effective June 4, 2015.

**6. Entirety of Agreement.** This Amendment Seven, consisting of three (3) pages, Amendment Six consisting of five (5) pages, Amendment Five consisting of five (5) pages, Amendment Four consisting of four (4) pages, Amendment Three consisting of four (4) pages, Amendment Two consisting of three (3) pages, Amendment One consisting of three (3) pages and the original Project Agreement, consisting of nine (9) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Seven to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date


\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**CITY OF GILLETTE**

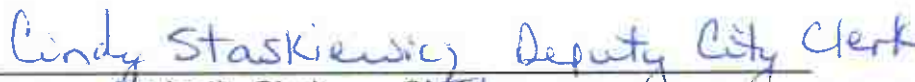

  
\_\_\_\_\_  
Louise Carter-King, Mayor

5/23/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
J. Carter Napier, City Administrator

5/22/17  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Karlene Abelseth, Clerk       Cindy Staskiewicz, Deputy City Clerk

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

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

4/17/17  
\_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.

**AMENDMENT THREE TO AGREEMENT BETWEEN  
WRIGHT WATER AND SEWER DISTRICT AND  
WYOMING WATER DEVELOPMENT COMMISSION**

1. **Parties.** This Amendment Three to the Project Agreement is made and entered into by the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and the WRIGHT WATER AND SEWER DISTRICT, Campbell County, Wyoming, a duly organized water and sewer district existing under the laws of that state [SPONSOR].

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 modify the allocation of net profits from the sale of water due to the increase in the pumping capacity of the SPONSOR'S water supply.

Amendment One, effective November 13, 2008, amended the Project Agreement by changing the cost of water and modifying the allocation of net profits from the sale of water due to the increase in the pumping capacity of the SPONSOR'S water supply.

Amendment Two, effective August 26, 2016, amended the Project Agreement by changing the cost of water and modifying the allocation of net profits from the sale of water following the completion of the RJ-7 well.

3. **Term of the Amendment.** This Amendment shall commence immediately upon the last required signature being affixed hereto, 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. **Special Provisions**

A. Subsection 4.E of the Agreement dated November 14, 2002 is amended to read:

“The water well known as RJ-4 was completed and placed in service for the SPONSOR with funding administered by the COMMISSION. Said well represents 13.5% (300 gpm/2,230 gpm) of the pumping capacity of the SPONSOR's water supply. Therefore, the payment made to the COMMISSION by the SPONSOR will be 10.1% (13.5% of capacity multiplied by the 75% share) of the NET PROFIT.

The water well known as RJ-7 was completed and placed in service for the SPONSOR with funding administered by the COMMISSION. Said well represents 14.8% (330 gpm/2,230 gpm) of the pumping capacity of the

SPONSOR's water supply. Therefore, the payment made to the COMMISSION by the SPONSOR will be 9.9% (14.8% of capacity multiplied by the 67% share) of the NET PROFIT.

Therefore, the total annual payment made to the COMMISSION by the SPONSOR will be 20.0% (10.1% for the RJ-4 well and 9.9% for the RJ-7 well) of the NET PROFIT. When wells are added to the SPONSOR's water supply system, these percentages may change and this Agreement may be subject to review for modification".

**5. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, and all prior amendments to the Project Agreement shall remain unchanged and in full force and effect, including Amendment One to the Project Agreement which was duly executed on September 13, 2008 and November 6, 2008 and became effective November 13, 2008, Amendment Two to the Project Agreement which was duly executed July 14, 2016, and August 26, 2016 and became effective August 26, 2016.

**6. General Provisions**

A. **Entirety of Agreement.** This Amendment, consisting of three (3) pages, Amendment No. 2 dated August 26, 2016, consisting of three (3) pages, Amendment No. 1 dated November 13, 2008, consisting of three (3) pages and the original Agreement dated November 14, 2002 consisting of three (3) pages, represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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7. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Three to the Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**WRIGHT WATER AND SEWER DISTRICT**

\_\_\_\_\_  
Joe Johnson, Chairman

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

4/19/17  
\_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.





## WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road  
Cheyenne, WY 82002

Phone: (307) 777-7626  
wwdc.state.wy.us

Matthew H. Mead  
Governor

### Commissioners

Nick Bettas	Kellen K. Lancaster
Karen Budd-Falen	Sheridan Little
David Evans	Jeanette Sekan
Gerald E. Geis	Larry Suchor
Clinton W. Glick	Rodney Wagner

Harry C. LaBonde, Jr., P.E.  
Director

---

### MEMORANDUM

TO: Harry LaBonde, Jr., Director, WWDO  
Bryan Clerkin, Deputy Director, Construction Division, WWDO

FROM: *DA* Dale Anderson, Project Manager

SUBJECT: Request to use funds from the Sponsor's Contingency Fund,  
Big Horn Canal Underway Project

DATE: May 30, 2017

The Big Horn Canal Underway Project is a Level III project authorized in 2015 Wyoming Session Laws, Chapter 23. The Big Horn Canal Irrigation District is the sponsor and the purpose of the project is to replace what is known as the Lester Gulch Undershot Structure under the Big Horn Canal. The purpose of the undershot is to pass water flowing in Lester Gulch under the Big Horn Canal to the Big Horn River. The appropriation is 67% grant in the amount of \$117,250.00 for the estimated \$175,000.00 project. The 33% share of project funding is provided by the sponsor from its own sources.

The budgeted amount for the construction contract is \$123,600.00. Bids were opened May 23, 2017 with five bids submitted. The lowest responsible bid appears to be \$171,918.00, which exceeds the budgeted item amount by roughly \$48,000. However, due to savings in the engineering services contract, it is estimated the project budget is deficient by approximately \$45,000.00.

The sponsor, Big Horn Canal Irrigation District, is requesting access to use the Sponsor's Contingency Fund for 67% of the \$45,000.00 shortfall, or \$30,150.00. The remaining 33% share, or \$14,850.00, will be provided by the sponsor from its sources. As always, in addition the sponsor is responsible for any costs exceeding the amount of project funding. On the other hand please note that the amount requested includes a ten percent contingency on the amount of the construction contract. With favorable conditions all or part of that contingency might not be used.

We have identified two items that likely increased the price from the conceptual cost estimate to the bid opening. The primary factor would be an increase in concrete quantities that developed during the design of the structure and a secondary factor is inflation from one year's delay while obtaining land rights.

Staff recommends that the Wyoming Water Development Commission authorize use of \$30,150.00 from the Water Development Account II Sponsor's Contingency Fund for the Big Horn Canal Underway Project and approve an Amendment To Project Agreement.

Big Horn Canal Underway Project  
 Replace Lester Gulch Undershot  
 5/30/2017

Funding		
WWDC grant	67%	\$ 117,250.00
BHCID (sponsor)	33%	\$ 57,750.00
<hr/>		
Total funding		\$ 175,000.00
Commitments		
Engineer	contract	\$ 27,000.00
Contractor	bid	\$ 171,918.00
Miscellaneous	to date	\$ 1,844.55
<hr/>		
		\$ 200,762.55
Construction Contingency	10%	\$ 17,191.80
<hr/>		
Total Anticipated Project Cost		\$ 217,954.35
Use		\$ 220,000.00
Budget shortfall		\$ 45,000.00
Sponsor's Contingency Fund	67%	\$ 30,150.00
Big Horn Canal Irrigation District	33%	\$ 14,850.00

# Big Horn Canal Irrigation District

PO Box 348  
Basin, WY 82410

May 26, 2017

Harry LaBonde Jr., Director  
Wyoming Water Development Office  
6920 Yellowtail Road  
Cheyenne, WY 82002

Dear Mr. LaBonde:

The Big Horn Canal Irrigation District is respectfully requesting additional funding to complete "The Big Horn Canal Underway Project".

Our original proposal and funding request, using the engineer's estimate, was for \$175,000. In our original grant, \$117,250 was going to come in the form of a WWDC grant and the Big Horn Canal Irrigation District was going to provide funding of \$57,750 from cash reserves. However, on Tuesday May 23, 2017, we opened sealed bids with the qualifying low bid being \$171,918. Our engineer contract is for \$27,000. We have had miscellaneous expenses (legal & advertising) to date of \$1844.55. Dale Anderson, our project manager, feels that we should have a construction contingency of 10%, leaving a total anticipated project cost of \$220,000. This leaves us with a budget shortfall of \$45,000.

We are requesting \$30,150 additional funding from the Sponsor's Contingency Fund.

The Big Horn Canal Irrigation District would make up the additional \$14,850 from cash reserves set aside for this type of project.

Your consideration of this request is appreciated.

Sincerely,



Richard Russell  
President

Big Horn Canal Irrigation District

**BIG HORN CANAL IRRIGATION DISTRICT  
LESTER GULCH UNDERSHOT REPLACEMENT PROJECT  
BID OPENING DATE 05/23/17  
BID TABULATION**



Item No.	ITEM	ESTIMATED QUANTITY	GRANITE PEAK CONSTRUCTION SERVICES, LLC		DALE WEAVER WYOMING, LLC		MCCLELLAN & MACQUEEN INC.		EHC, LLC		REIMAN CORP.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS 1	\$8,000.00	\$8,000.00	\$15,120.00	\$15,120.00	\$30,995.50	\$30,995.50	\$18,900.00	\$18,900.00	\$29,400.00	\$29,400.00
2	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS 1	\$21,780.00	\$21,780.00	\$14,400.00	\$14,400.00	\$9,200.00	\$9,200.00	\$13,940.00	\$13,940.00	\$19,500.00	\$19,500.00
3	HEADWALL STRUCTURE - INLET	LS 1	\$25,565.00	\$25,565.00	\$33,220.00	\$33,220.00	\$27,124.00	\$27,124.00	\$38,400.00	\$38,400.00	\$58,000.00	\$58,000.00
4	HEADWALL STRUCTURE - OUTLET	LS 1	\$25,565.00	\$25,565.00	\$33,220.00	\$33,220.00	\$27,124.00	\$27,124.00	\$38,400.00	\$38,400.00	\$58,000.00	\$58,000.00
5	CONCRETE SLAB	LS 1	\$15,803.00	\$15,803.00	\$19,960.00	\$19,960.00	\$11,828.00	\$11,828.00	\$27,700.00	\$27,700.00	\$35,800.00	\$35,800.00
6	CULVERT PIPE - 36 INCH	LF 350	\$160.096	\$52,831.57	\$131.00	\$43,230.00	\$130.00	\$63,739.50	\$228.00	\$75,240.00	\$220.00	\$72,600.00
7	RIPRAP - CLASS 2	CY 120	\$66.125	\$7,935.00	\$80.00	\$9,600.00	\$130.00	\$15,600.00	\$65.00	\$7,800.00	\$138.00	\$16,560.00
8	SILT FENCE	LF 80	\$4,250	\$340.00	\$8.10	\$648.00	\$5.00	\$400.00	\$7.00	\$560.00	\$6.50	\$520.00
9	MUCK EXCAVATION	CY 20	\$363.000	\$7,260.00	\$50.00	\$1,000.00	\$24.00	\$480.00	\$23.00	\$460.00	\$105.00	\$2,100.00
10	PIT RUN SUB-BASE	CY 20	\$50.000	\$1,000.00	\$76.00	\$1,520.00	\$25.45	\$509.00	\$63.00	\$1,260.00	\$170.00	\$3,400.00
<b>TOTAL BID</b>				<b>\$166,079.57</b>		<b>\$171,918.00</b>		<b>\$187,000.00</b>		<b>\$222,660.00</b>		<b>\$296,100.00</b>

**AMENDMENT ONE TO PROJECT AGREEMENT  
BIG HORN CANAL UNDERWAY PROJECT**

1. **Parties.** This Amendment One to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and BIG HORN CANAL IRRIGATION DISTRICT, Washakie and Big Horn Counties, Wyoming, a duly organized irrigation district existing under the laws of that state [SPONSOR].

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR which became effective on August 21, 2015. The purpose of this Amendment is to supplement the PROJECT with funding from the Sponsor's Contingency Fund pursuant to Wyo. Stat. § 99-3-1106(b).

3. **Term of the Amendment.** This Amendment effective when all parties have executed it and all required approvals have been granted, 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 Project Agreement is amended as follows:

4.A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124 (a)(ii), to the COMMISSION, a sum not to exceed TWO HUNDRED FIVE THOUSAND, ONE HUNDRED FIFTY DOLLARS (\$205,150.00) which will 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 HUNDRED SEVENTEEN THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$117,250.00) 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 THIRTY THOUSAND, ONE HUNDRED FIFTY DOLLARS (\$30,150.00) or sixty-seven percent (67%) of the additional funds needed to complete the PROJECT, whichever is less.

(3) The SPONSOR elected to forgo the FIFTY-SEVEN THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$57,750.00) loan from the Water Development Account, and instead, shall provide funds from its own resources to finance the balance of PROJECT costs from its sources as needed to complete the PROJECT.

5. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. **Entirety of Agreement.** This Amendment One, consisting of two (2) pages, and the original Project Agreement, consisting of seven (7) 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 INTENTIONALLY LEFT BLANK**

7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinton W. Glick, Secretary

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**BIG HORN CANAL IRRIGATION DISTRICT**

\_\_\_\_\_  
Richard Russell, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cannon McKim, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
A. D. Wills, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Wildman, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Rasmussen, Board Member

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

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

\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS**  
**University of Wyoming Office of Water Programs**  
**Water Research Program**  
**FY2018**

The Office of Water Programs/Water Research Program welcomes proposals covering a wide range of topics involved in Wyoming’s water resources. Each proposal shall include a detailed explanation of how the study (i) will encourage the development of water facilities, (ii) will facilitate the planning, selection, financing, construction, acquisition, and operation of projects and facilities for the conservation, storage, distribution and use of water; (iii) could be used by any governmental agencies in the management of Wyoming’s water resources, (iv) will meet the research needs of State and Federal agencies regarding Wyoming’s water resources, and (v) support water related training and education.

**Dam Operation and Sediment Management**

The accumulation of sediment behind dams presents challenges to their effective operation and to meet water user needs while still protecting downstream uses (e.g., fisheries, aquatic life). In the fall of 2016, over 90,000 cubic yards of sediment were released from behind Willwood Dam. The majority of this sediment was deposited on the downstream Shoshone River channel bed, affecting fish populations and aquatic life. This release event has prompted local, state, and federal agencies and organizations to work together to address impacts of the 2016 release and develop tools to prevent such events from occurring in the future. For example, in response to the 2016 Willwood Dam event, the University of Wyoming completed a study to help determine the potential to use “flushing flows” to hydraulically remove the deposited sediment in the Shoshone River below the dam. Additional research is needed to help understand how to prevent such releases and to effectively respond when they occur. Areas of research include, but are not limited to:

- Additional studies that describe the fate and transport of sediments in Wyoming’s erosive watersheds and what measures can assist with reducing sediment inputs.
- Further studies on using “flushing flows” to address downstream sediment deposition following releases.
- Studies on economically feasible ways to remove sediment accumulated behind dams.
- Studies that would help establish water quality regulations for sediment that protect existing designated uses (e.g., fisheries, aquatic life) while allowing for more flexible dam operations—e.g., identifying conditions when a dam could release higher amounts of sediment and not negatively affect downstream fisheries or other uses. Research related to evaluating water quality regulations should include a recommended acceptable limit for turbidity and/or suspended solids, and include applicable seasonal timeframes.

Proposals may be specific to a particular dam, such as the Willwood Dam. However, studies that have broader applicability to dams statewide will be more competitive.

**Reservoir Expansion – Wetland Issues/Opportunities**

Governor Matthew Mead has issued a State of Wyoming document “Leading the Charge: Wyoming Water Strategy.” This document outlines 10 initiatives over 4 themes. Theme 2, Water Development Initiatives 4, 5, and 6 relate to existing and new reservoirs while initiative 7 aims to develop collaborative planning and authorization processes, thereby creating a modular framework for information sharing, planning, and decision making.

The high priority placed by the Governor on reservoir projects would be facilitated by research that enables reservoir projects to develop in a more efficient manner. Research, focused on reservoir expansion, which investigates developing or enhancing wetland community structure and function associated with periods of high inundation and subsequent draw-downs is desired. Enlargement of reservoirs with fringe wetlands typically triggers NEPA (National Environmental Policy Act) and 404 permit requirements due to the potential degradation or loss of jurisdictional wetlands. For reservoir expansions to be feasible, existing wetlands either have to be maintained or mitigated, sometimes at ratios that make the project infeasible. However, it is known that wetland vegetation has varying tolerances to depth and duration of inundation. Therefore, it may be possible to enlarge reservoirs, perhaps only nominally, without significantly impacting existing wetlands through the use of water management, draw-down timing, and growing season. In some instances, there may be opportunity to expand, mitigate, and/or enhance the functionality and value of wetlands.

### **System Conservation Monitoring and Measurement**

The Colorado Basin is facing a host of challenges including increased water demands, prolonged drought and decreased snowpack, all of which lead to declining water levels in Lakes Powell and Mead. To meet these challenges, the Bureau of Reclamation, Colorado River Basin States, and other river stakeholders initiated the System Conservation Pilot Program (SCPP) from 2015 through 2017. SCPP was a temporary, voluntary pilot program that pays willing water right holders to reduce their water use. The overall goal has been to allow the conserved water to stay in the Colorado River system and ultimately flow to Lake Powell and enhance storage. Wyoming had good participation from agricultural producers in the Green River Basin who elected to deficit irrigate for part of the production season. While the SCPP was a pilot program that will terminate at the end of 2017, the effectiveness of any future program relies heavily on the ability to accurately monitor, measure, document and verify conserved water. Research designed to help structure SCCP-type monitoring and measurement tools in support of these efforts would contribute to our understanding if and how much deficit irrigation contributes to keeping water in the system and help us evaluate the possibility of any future program.

### **Water as a Driver for Economic Diversity in Wyoming**

In February 2017 the Wyoming legislature voted to fund the Economically Needed Diversity Options for Wyoming (ENDOW) initiative. It is an effort to develop a 20-year comprehensive and coordinated economic diversification strategy to bolster the state's economy and provide a cushion against the inevitable ebbs and flows of the energy markets. Significant efforts put forth by the Wyoming Water Development Office have focused on opportunities to develop water to meet existing and projected needs within the state. Knowledge could be gleaned to evaluate additional opportunities where Wyoming's water can contribute to the State's economic growth under today's legal and regulatory framework (i.e.- Wyoming water law, interstate compacts and court decrees, etc.). Research under this topic should evaluate the role of Wyoming's water in community development, expansion of economic sectors with a current presence in the State, as well as the attraction/retention of new sectors to our economy. It could include developing methods to enhance clean and reliable water that stimulate direct, indirect and induced economic impacts, as well as the valuation of water's contribution to sustained growth of gross regional product, job creation, per capita income and labor force participation.



## **Water Supply Forecasting**

The Wyoming Water Strategy identified the need to better understand atmospheric and climate variables and their effects on water supply, as well as the need to update, improve and/or develop water supply forecasts in river basins of Wyoming.

Areas of research that would assist in this initiative include:

- Construction or evaluation of existing flow forecasting tools that analyze the response of various combinations of climate, water demand and land use on streamflow as well as general watershed hydrology.
  - Particular emphasis should be placed on the calibration of forecasting tools in hybrid plains/mountain streams with highly variable climates during low flow years. This could include an evaluation of temperature predictions in relation to water demand factors as well as research aimed at enhancing understanding of transitional zones (i.e.- foothills that typically receive intermittent to seasonal snowpack) and lower-elevation (i.e.- high plains) contributions to streamflow. Two examples of basins of interest in Wyoming that have large datasets that can contribute to the initiation of research are the Tongue River and Upper North Platte River Basins.
- Development of localized crop coefficients appropriate for use with a Penman-Monteith based consumptive use methodology. Research in support of using remote sensed data in the evaluation of the extent of snowpack and snow water equivalent, and resulting streamflow would also support this initiative.
- Identification of areas of Wyoming where additional snow and/or climate instrumentation would benefit water supply forecasting.
- Identification of areas of consistently larger seasonal runoffs for potential siting for future water developments.

## **Groundwater Analysis/Aquifer Potential Characterization**

Governor Mead's Wyoming Water Strategy (2015), Initiative 3, Groundwater Analysis and Control Area Management Framework", seeks to address the challenges of measuring and allocating groundwater in areas of growing population and declining groundwater resources. Priority is placed on developing "information sharing and management tools" and "innovative management plans" in Groundwater Control Areas in collaboration with the Wyoming State Engineer's Office.

Research regarding the integration of recognized modeling techniques with existing hydrogeologic and geophysical measurements to understand aquifer reservoir properties and dynamics is needed. In portions of basins within Wyoming developed for groundwater demands, uncertainty persists regarding the intrinsic nature of aquifers presently pumped and those with future supply availability opportunities. A wealth of information already exists such as extensive hydro-geologic mapping, surface/remote sensing surveys, geophysical logs of boreholes, pump test data & analysis, historic piezometric data, metered discharge reporting, etc. Priority is given to the application of digital/numeric/statistical tools to explore localities or existing well fields to increase knowledge of key aquifer systems of the State.

## **Energy-Plan Strategy for Produced Water**

Governor Matthew Mead has issued a document "Leading the Charge: Wyoming's Action Plan for Energy, Environment and Economy." In this document, 16 strategies are listed. Innovative Water Treatment and Management Incentives is listed as Strategy 9C. Oil and Gas development

in Wyoming raises issues associated with the disposal and treatment of the water produced to facilitate production of oil and gas. To help fulfill the objectives of this strategy, and take a proactive approach to address the interdependence of water and energy development, research is needed in the following areas:

- Development of industrial uses for produced water.
- Improved regulatory standards for reuse.
- Investment in reuse technology.
- Incentives for third-party investment.
- Improve efficiency of existing treatment methods.

**In addition to the above priorities, the following are of interest in furthering the goals related to “Leading the Charge: Wyoming Water Strategy”**

Surface Water Hydrology: Studies related to the management of surface and connected shallow groundwater formations to better understand, manage, and enhance water availability and uses.

Groundwater Hydrology/Modeling: Studies related to the management of groundwater resources that are hydrologically disconnected from surface waters to better understand, manage, protect, and enhance those resources.

Water Recycling, Reuse, Treatment and Conservation: Studies designed to better understand and manage the quality of surface or groundwater resources for the benefit of humans and other environmental purposes.

Biological Processes: Studies designed to better understand and manage water resources to maintain, restore, or enhance any plant or animal populations or communities that support the State’s interests and authority over the management of those organisms.

Irrigation: Studies to identify methods to improve irrigation efficiencies and related water management to maximize the beneficial use of water, including assessing the hydrologic/ecologic effects of change in irrigation methods.

Atmospheric/Hydrologic Processes: Studies to better understand and/or manage atmospheric conditions and processes to maintain or improve hydrologic yields in Wyoming.

Engineering: Studies that identify potential engineering solutions to water quantity and/or quality challenges.

Economics/Social Sciences: Strategies to improve the cost effectiveness of multi-use water development opportunities.

Multiple Resource Management: Studies designed to reveal opportunities to maximize multiple uses of water that enhance economic and non-economic benefits to the State.

Evaluating Effectiveness of Conservation Practices in Improving Water Quality: Studies that evaluate the effectiveness of conservation practices in reducing pollutant loading to surface and ground water. Particular pollutants of interest are sediment, *E. coli* (pathogens) and nutrients (nitrogen and phosphorus). With regard to nutrients, a further specific area of interest is evaluating effectiveness of advanced septic system treatment for nutrient removal.

River Restoration: Research related to improving stream and river restoration planning, implementation, and assessment in order to improve the effectiveness and sustainability of restoration efforts. Of particular interest are studies related to the use of remote sensing technology to better understand fluvial geomorphology.

*E. coli* and Water Borne Pathogens: Research related to evaluating the use of indicators such as *E. coli* to establish water quality standards for protection of human health against exposure to water borne pathogens during recreation activities. Of particular interest are studies related to understanding the ability of *E. coli* to persist in the environment (i.e., fate and transport) and epidemiological studies relating *E. coli* levels to incidence of water borne pathogen exposure and illness in streams and rivers.

Ditch/Canal Conveyance Losses: Conveyance efficiency is of considerable interest to irrigators and water resource managers since it can significantly affect the amount of water delivered to the point of use (crop) from the diversion. To better develop hydrologic models meant to determine volume, location, and timing of irrigation shortages and available water for development, perhaps in the form of new reservoirs, water developers desire to have a better understanding of conveyance (ditch/canal) efficiencies in various settings. The study objective would be to evaluate conveyance efficiencies of a variety of ditch/canal sizes in a variety of soil conditions, geographic locations, and settings in an attempt to develop general efficiency information that could be applied to hydrologic models developed throughout the State when specific ditch information is unavailable.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 May-2017



**PROJECT:** Lower Nowood Rural Water Supply      **SPONSOR:** Lower Nowood Improvement and Service District

**PROJECT DESCRIPTION:** Design and construction of a transmission pipeline, water well, disinfection facility

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$	1,696,900.00	71.0%	WWDC Account:	II
WWDC Grant Amount:	\$	1,696,900.00	71.0%	Session Law:	2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2021

Funding Source #2:	RUS
Amount:	\$ 693,100.00 29.0%

<b><u>Total Project Budget:</u></b>	\$	2,390,000.00	100.0%
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**ENGINEERING**

Engineer:	Sage Engineering	Agreement Date:	Apr-10-2017
Design Fee:	\$ 219,540.00		
Construction Fee:	\$ <u>38,795.00</u>		
Total Fee:	\$ 258,335.00		

**CONSTRUCTION**

Bid Opening Date:		Number of Bids:	
Low Bidder:		Range of Bids:	
Engineer's Estimate:	\$ -	Agreement Date:	
Contractor Amount:	\$ -	Construction Time:	

**MISCELLANEOUS COSTS** (Easements, Permits, Title Of Opinion, Title Search etc.)

Misc. Costs
-------------

**PROJECT CLOSEOUT**

Final Project Cost:	Date:
WWDC Funding Share:	
Other Funding Sources:	
WWDC Reverted Funding:	

**PROJECT STATUS**

The project is currently in the design phase.



# WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road  
Cheyenne, WY 82002

Phone: (307) 777-7626  
wwdc.state.wy.us

**Matthew H. Mead**

**Governor**

**Commissioners**

Nick Bettas	Kellen K. Lancaster
Karen Budd-Falen	Sheridan Little
David Evans	Jeanette Sekan
Gerald E. Geis	Larry Suchor
Clinton W. Glick	Rodney Wagner

Harry C. LaBonde, Jr., P.E.  
**Director**

**DATE:** May 12, 2017

**AGENCY:** Wyoming Water Development Office

**PROJECT MANAGER:** Keenan Hendon

**REGARDING:** 2017 Wyoming MOA Applications

In April of 2017, the Wyoming Water Development Office (WWDO) received one (1) MOA application to fund projects located in the Colorado River Basin. The application is for funding remote sensed data analysis of consumptive use in the Upper Green River Basin of Wyoming. The WWDO staff is recommending the Upper Green River Remote Sensed Data project be submitted to the Upper Colorado River Commission for MOA funding.

In order to receive MOA funds, potential projects need to be ranked by the Wyoming Water Development Commission (WWDC) and submitted to the Upper Colorado River Commission for review and final approval.

<b>PROJECT NAME</b>	<b>PROJECT SPONSOR</b>	<b>ESTIMATED COST</b>
1. Upper Green River Remote Sensed Data <sup>1</sup>	WY SEO	<u>\$ 200,000</u>
	FY19 Project Costs:	\$ 200,000
	<b>Total Project Costs:</b>	<b>\$ 200,000</b>

Please find the following Wyoming MOA funding information below:

- MOA Agreement executed 1/24/2011- - funds first available in the 2012 federal fiscal year
- MOA Agreement expires 9/30/2025
- Total anticipated WY MOA funds per agreement: \$ 24,200,491
- Previously funded WY MOA projects: \$ 13,347,294
  - Flaming Gorge Aquatic Invasive Species Prevention
  - Big Sandy Reservoir Improvements
  - Stateline Dam Spillway Improvements
  - Farson Lateral Phase I
- Total remaining anticipated WY MOA funds: \$ 10,853,197

<sup>1</sup> Cost estimate based on historical SEO remote sensed data costs

**2017**  
**MOA RECOMMENDATION**

**2017 WWDC RECOMMENDATION  
FOR  
FY2019 MOA PROJECT FUNDING**

**Project Name:** Upper Green River Remote  
Sensed Data

**Program:** MOA

**Project Type:** Consumptive Use,  
Water Conservation,  
Water Management

**County:** Sublette, Uinta, Lincoln, & Sweetwater

**Sponsor:** Wyoming State Engineer's Office

**Proposed MOA Budget:** \$200,000

**Sponsor's Request:** Seeking funds to continue the Wyoming State Engineer's Office (SEO) Consumptive Use Program in the Green River Basin.

**WWDO Recommendation:** Project recommended for MOA funding

**Recommended Project Budget:**

Program Costs:	\$ 185,000
3% Inflation for 2 years:	<u>\$ 11,267</u>
Sub-Total:	\$ 196,267
 Total Project Costs (rounded):	 \$ 200,000

**MOA WY Project Manager:** Keenan Hendon

**Project Description:** Funding is being requested to continue the Wyoming State Engineer's Office (SEO) Consumptive Use Program in the Green River Basin (Program). The Program has several components, one of which has been to assess the use of remote sensed data (gathering information or data from a distance, e.g., satellite imagery) to assess the consumptive use of water from irrigated parcels. The remote sensed data has shown great promise in enhancing Wyoming's ability to monitor consumptive use and understand water demands relative to compact appropriations in the basin.

To support this work, the SEO has installed and operates ten agricultural weather stations in the basin. To date, the SEO has processed imagery using the METRIC™ energy balance method during two complete growing seasons (2011 and 2015). Additional years of imagery processing are needed to more fully develop SEO's understanding of the relationship between water supply and consumptive use. The Green River Basin Consumptive Use Program was initiated in 2006 and funded by SEO.

Due to recent budget reductions to SEO, the agency no longer has the available funds to continue the program. The requested MOA funds would be used to process the remote sensed data using METRIC™. The remote sensed data would be processed to provide monthly estimates of consumptive use for two growing seasons (April-October) during the period of 2016-2020. Estimated Program costs are based on historical SEO costs to process the remote sensed data. The years chosen for processing will be based on assessment of image quality during satellite data collection for each growing season.

**2017**  
**MOA APPLICATION**



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## WYOMING MOA PROGRAM APPLICATION

SUBMIT TO: WYOMING WATER DEVELOPMENT OFFICE  
ATTN: KEENAN HENDON  
6920 YELLOWTAIL RD.  
CHEYENNE, WY 82002

PHONE: 307-777-7626  
KEENAN.HENDON@WYO.GOV

APPLICATION DEADLINE: APRIL 1, 2017 BY 5:00PM

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**PROJECT NAME:** USE OF REMOTE SENSED DATA TO ASSESS CONSUMPTIVE USE IN THE UPPER GREEN RIVER BASIN, WYOMING.

**LOCATION:** UPPER GREEN RIVER BASIN (GREEN AND LITTLE SNAKE BASINS) OF WYOMING.

**SPONSOR/APPLICANT NAME:** WYOMING STATE ENGINEER'S OFFICE

**PROJECT CONTACT:** STEVE WOLFF

**CONTACT'S EMAIL:** STEVE.WOLFF@WYO.GOV

**PHONE NUMBER:** (307) 777-1942

**ADDRESS:** WYOMING STATE ENGINEER'S OFFICE  
HERSCHLER BUILDING, 1W  
CHEYENNE, WY 82002

**PROJECT DESCRIPTION:** IN 2006, THE WYOMING STATE ENGINEER'S OFFICE (SEO) INITIATED THE GREEN RIVER BASIN CONSUMPTIVE USE PROGRAM. THE PROGRAM HAS SEVERAL COMPONENTS, ONE OF WHICH HAS BEEN TO ASSESS THE USE OF REMOTE SENSED DATA (SATELLITE IMAGERY) TO ASSESS THE CONSUMPTIVE USE OF WATER FROM IRRIGATED PARCELS. THIS TOOL HAS SHOWN GREAT PROMISE IN ENHANCING WYOMING'S ABILITY TO MONITOR CONSUMPTIVE USE AND UNDERSTAND WATER DEMANDS RELATIVE TO COMPACT APPROPRIATIONS IN THE BASIN. TO SUPPORT THIS WORK, THE SEO HAS ALSO INSTALLED AND OPERATES TEN AGRICULTURAL WEATHER STATIONS IN THE BASIN. TO DATE, THE SEO HAS PROCESSED IMAGERY USING THE METRIC™ ENERGY BALANCE METHOD DURING TWO COMPLETE GROWING SEASONS (2011 AND 2015). ADDITIONAL YEARS OF IMAGERY PROCESSING ARE NEEDED TO MORE FULLY DEVELOP OUR UNDERSTANDING OF THE RELATIONSHIP BETWEEN WATER SUPPLY AND CONSUMPTIVE USE. HOWEVER, DUE TO RECENT BUDGET REDUCTIONS IN OUR AGENCY, WE NO LONGER HAVE THE FUNDS NECESSARY TO CONTINUE THIS EFFORT. THE FUNDS REQUESTED WOULD BE USED TO PROCESS SATELLITE IMAGERY USING METRIC™. FOR THIS PROPOSED PROJECT, IMAGERY WOULD BE PROCESSED TO PROVIDE MONTHLY ESTIMATES OF CONSUMPTIVE USE FOR TWO GROWING SEASONS (APRIL – OCTOBER) DURING THE PERIOD OF 2016 - 2020. YEARS CHOSEN FOR PROCESSING WILL BE BASED ON AN ASSESSMENT OF IMAGE QUALITY (I.E. CLOUD COVER) DURING SATELLITE OVERPASS FOR EACH GROWING SEASON.

**PROJECT TYPE (MARK ALL THAT APPLY):**

<input type="checkbox"/>	Replacements, Additions and/or Extraordinary Maintenance	<input type="checkbox"/>	Water Conservation Activities
<input type="checkbox"/>	Environmental Compliance Activities	<input type="checkbox"/>	Stream Gauging
<input checked="" type="checkbox"/>	<b>Consumptive Use</b> and Quality of Water Studies	<input type="checkbox"/>	Salinity Control
<input type="checkbox"/>	Other (please explain):		

**WYOMING MOA PROGRAM APPLICATION**

SUBMIT TO: WYOMING WATER DEVELOPMENT OFFICE  
ATTN: KEENAN HENDON  
6920 YELLOWTAIL RD.  
CHEYENNE, WY 82002

PHONE: 307-777-7626  
KEENAN.HENDON@WYO.GOV

APPLICATION DEADLINE: APRIL 1, 2017 BY 5:00PM

PROJECT COSTS: \$ ~185,000 \_\_\_\_\_ ENGINEER CONDUCTED COST ANALYSIS Y/N: \_\_\_\_\_

ADDITIONAL FUNDING REQUIRED Y/N: \_\_\_\_\_ AMOUNT NEEDED: \$ \_\_\_\_\_

ADDITIONAL FUNDS SECURED Y/N: \_\_\_\_\_ IF NO, DESCRIBE FUNDING PLANS \_\_\_\_\_

PROJECT SCHEDULE (ESTIMATED): START DATE **ASAP** COMPLETION DATE **SEPTEMBER, 2021**

PROJECT EASEMENTS (SECURED/TO BE SECURED/TO BE DETERMINED/OTHER): **N/A**

SUMMARIZE PROJECT BENEFITS (REDUCED COSTS/LOWER MAINTENANCE/INCREASED EFFICIENCIES/OTHER):

THE BENEFITS OF USING REMOTE SENSED DATA AND METRIC™ ARE THREE-FOLD. FIRST, IT PROVIDES FOR AN ESTIMATE OF THE CONSUMPTIVE USE OF WATER FROM A LARGE GEOGRAPHIC AREA WITH RELATIVELY MINIMAL RESOURCES (TIME AND MONEY) COMPARED TO TRADITIONAL METHODS. SECOND, IT CAN BE DONE IN A VARIETY OF CURRENT AND PAST TEMPORAL FRAMES BASED ON AVAILABILITY OF IMAGERY AND WEATHER DATA. FINALLY, APPLICATION OF METRIC™ IS BECOMING THE REGIONALLY ACCEPTED STANDARD FOR THE DEVELOPMENT OF BASIN-WIDE CONSUMPTIVE USE ESTIMATES, THUS AVOIDING ISSUES THAT SURROUND THE COMPARISON OF ESTIMATES DEVELOPED USING DIFFERING METHODOLOGIES.

CAN THIS PROJECT BE PHASED? ARE THERE OTHER PHASES OF THIS PROJECT? PLEASE EXPLAIN: \_\_\_\_\_

PROJECT CAN BE PHASED BASED ON INDIVIDUAL YEARS. DEPENDING ON RESULTS, WE MAY REQUEST FUNDING FOR ADDITIONAL YEARS OF ANALYSIS AS WELL.

DETAILED COST ESTIMATE PROVIDED (Y/N/OTHER): COSTS PROVIDED ARE BASED ON PREVIOUS WORK.

MAP OF PROJECT LOCATION PROVIDED (Y/N/OTHER): PROJECT AREA IS GREEN AND L. SNAKE BASINS

EARLIEST DATE PROJECT CAN START DESIGN: REVIEW OF IMAGERY CAN BEGIN IMMEDIATELY.

EARLIEST DATE PROJECT CAN START CONSTRUCTION: N/A

DOCUMENTATION OF SUPPORT OF THE APPLICANT'S BOARD OR OTHER GOVERNING BODY OF APPLICANT IS PROVIDED WITH THIS APPLICATION (Y/N/OTHER): N/A

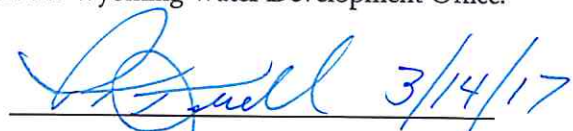
**SPONSOR'S ACKNOWLEDGEMENT**

Through submitting this application, the Sponsor understands and agrees with the conditions set forth in the Memorandum of Agreement Concerning the Upper Colorado River Basin Fund.

The person signing this application must have the authority to commit the entity to a binding contract.

MOA Funding Applications are Due April 1, 2017 by 5:00pm in the Wyoming Water Development Office.

*Steve Wolff* 3/17/2017  
Administrator – Interstate Streams Division  
Wyoming State Engineer's Office

  
\_\_\_\_\_  
Wyoming State Engineer

**WYOMING DRINKING WATER STATE REVOLVING FUND (DWSRF)  
FY2018 INTENDED USE PLAN**

The Wyoming Department of Environmental Quality (DEQ), the Office of State Lands and Investments (OSLI), and the Wyoming Water Development Office (WWDO) jointly administers the DWSRF. As required each year the Intended Use Plan (IUP) is revised and updated. The IUP identifies the proposed uses of the funds available through the DWSRF program during the upcoming funding year. The draft IUP is required to be presented to the public at a public hearing and then submitted to the Legislative Select Water Committee for their review and recommendation. A public hearing was held on Wednesday May 17, 2017, to discuss the draft 2018 DWSRF IUP and to solicit public comments prior to the finalization of the IUP. No comments were received at or prior to the public hearing. Public entities with unranked eligible projects that would qualify for the program were also encouraged to notify OSLI, DEQ, or WWDO in order to rank and include them in the new draft IUP, allowing the projects to become eligible for program assistance.

The draft IUP contains a priority ranked listing of the currently identified publicly owned drinking water system projects to address compliance issues and improvements to address system deficiencies. The draft IUP prioritizes and ranks potential projects based upon several factors. These factors include addressing public health issues, resolving compliance issues, and correcting system deficiencies. It is important to include projects in the draft IUP because it keeps these projects eligible for funding. Water system improvement projects that do not appear on this IUP are not eligible to receive loans or funding from the program. The draft FY2018 IUP Priority Ranking List contains 186 projects with estimated costs over \$254 million. It is estimated that applicants seeking funding from the program could total nearly \$26 million in requests for 2018. The list also shows an estimated \$32 million in requests for 2018-2020.

The DWSRF will provide \$220,000 of funding to the Wyoming Association of Rural Water Systems (WARWS) to fund two full time positions. The objectives are to provide technical assistance, operator training/assistance and source water protection assistance/guidance to smaller water systems under 10,000 populations. On-site technical assistance efforts would be directed toward unincorporated rural systems, tribal systems, and small municipal/water districts.

As required by the DWSRF State enabling legislation, the draft IUP is being made available to the Select Water Committee for its review and recommendations. A copy of the draft IUP may be viewed on the Wyoming DEQ website. Following review and input from the Select Water Committee, the draft IUP will be submitted to the State Lands and Investment Board for final approval and then to EPA for Agency approval.

Any comments/recommendations can be made to: Keenan Hendon, or Wade Verplancke, phone: (307) 777-7626, fax (307) 777-6819, e-mails: [keenan.hendon@wyo.gov](mailto:keenan.hendon@wyo.gov), [wade.verplancke@wyo.gov](mailto:wade.verplancke@wyo.gov), mail: Wyoming Water Development Office, 6920 Yellowtail Road, Cheyenne, Wyoming 82002

## FACTS AND ACCOMPLISHMENTS OF THE DWSRF TO DATE

To date the DWSRF has provided a total of \$250,714,468 to eligible entities throughout the state utilizing 198 loans including the 25 ARRA funded loans.

Current funds available for loans are estimated to be \$124,877,278, which includes the estimated \$8,312,000 FY2018 federal cap grant and the \$1,662,400, which is the 20% state match. Estimated loan applications for the upcoming year total \$26,000,000.

### DWSRF Financial Status

Status as of 3/1/17

	Federal Grant	State Match (20%)	Total
Capitalization grants FY1997 through FY2007	\$91,793,500	\$18,358,700	\$110,152,200
Capitalization grants FY2008 and FY2009	\$16,292,000	\$3,258,400	\$19,550,400
ARRA 2009 grant (state match not required)	\$19,500,000	\$0	\$19,500,000
Capitalization grants FY2010 through FY2015	\$58,019,000	\$11,603,800	\$69,622,800
Capitalization grant FY2016	\$8,312,000	\$1,662,400	\$9,974,400
Capitalization grant FY2017 (pending)	\$8,312,000	\$1,662,400	\$9,974,400
Capitalization grant FY2018 (estimated)	\$8,312,000	\$1,662,400	\$9,974,400
Total into DWSRF Accounts	\$210,540,500	\$38,208,100	\$248,748,600
<b>Set-asides</b>			
- Administration - 4.0% of FY1997 through FY2007 grants			-\$3,671,740
- Administration - portion of reserved amounts from FY2008 through FY2016 grants*			-\$679,640
- Technical Assistance (closed out) – Amount used from FY2001 grant			-\$23,916
- Source Water Assessment (closed out) - Amount used from FY1997 grant			-\$936,086
- Small Systems Technical Assistance - <=2% of FY2011 through FY2018 grants			-\$985,880
Sub-Total Set-asides			-\$6,627,422
Total Loan Principal Repayments			\$84,255,209
Total Loan Interest Payments			\$26,879,836
Investment Income earned			\$22,335,523
Loans (binding commitments)			-\$250,714,468
Estimated Fund Balance Available to Capital Construction Funding with FY2017 and estimated FY2018 capitalization grants**			\$124,877,278

\* Program administration set-aside: In previous IUPs, Wyoming reserved the authority to set aside an amount equal to four percent of each capitalization grant from FY2008 through FY2017, including ARRA 2009 (amount reserved from these grants=\$4,417,400). Wyoming also reserves the authority to set aside four percent (estimated amount reserved=\$332,480) of the FY2018 capitalization grant. Wyoming took administration set-aside totaling \$1,009,800 out of the total reserved amount, as part of its FY2015 and FY2016 capitalization grants. Wyoming now plans to take an administrative set aside equal to four percent (\$332,480) of the FY2017 capitalization grant. The remaining amount (estimated at \$3,407,600 = \$4,417,400 + \$332,480 - \$1,009,800 - \$332,480) remains reserved.

\*\* As of 3/8/16, \$18,721,877 of the estimated fund balance has been conditionally awarded but is not yet under binding commitment. Projects involved are noted on the priority list and are expected to complete the remaining steps for DWSRF funding during the remainder of FY2016 or in FY2017. Another \$545,214 of conditional awards was made on 4/7/16.

**Wyoming Department of Environmental Quality  
Wyoming Water Development Commission  
Wyoming State Loan and Investment Board**

**Drinking Water State Revolving Fund**

**DRAFT FY2018 Intended Use Plan**

**Introduction**

The 1996 Safe Drinking Water Act (SDWA) amendments include requirements for each state to prepare an Intended Use Plan (IUP) for each capitalization grant application. The IUP describes how the State will use the Drinking Water State Revolving Fund (DWSRF) to meet SDWA objectives and further the protection of public health. The IUP contains the following elements:

1. Priority List of Projects
2. Criteria and Method for Distribution of Funds
3. DWSRF Financial Status
4. Additional Subsidization
5. Green Project Reserve
6. Short- and Long-term Goals of the Program
7. Description of Set-Aside Accounts and Activities

The Department of Environmental Quality (DEQ), Office of State Lands and Investments (OSLI), and Water Development Office (WDO) prepared the draft IUP and provided it to the public for review and comment. The DWSRF program held a public meeting on the draft IUP on May 17, 2016, in Cheyenne. Appendix 3 summarizes comments and responses from the public meeting. Additionally, pursuant to State law, DEQ, OSLI and WDO submitted the IUP to the Select Water Committee for review, comment and recommendations. The Wyoming State Loan and Investment Board (SLIB) authorized the Final Intended Use Plan at its meeting on June 15, 2017. The Final IUP will be submitted to EPA Region VIII.

**Priority List of Projects**

Appendix 1 contains the Comprehensive Priority List of public water systems in Wyoming that have expressed interest in the DWSRF, are planning capital improvement projects, have been identified as serious public health risks, have received notices of SDWA violations, or were issued administrative orders. Not all of the projects in Appendix 1 will use SRF funds. Some systems do not yet have major projects planned; the remainder expect to proceed with projects within the next several years. Cost information is not always available. Some systems have not yet completed the feasibility or financing plans for their projects.

The DWSRF program has identified projects most likely to apply for DWSRF funds during the upcoming year. Staff bases this projection on conversations and contacts made from potential applicants. However, there is nothing implicit that these potential applications have preferential status to receive funding. Actual funding decisions will be made by the SLIB based on actual applications received and criteria determined by SLIB. The DWSRF program has also made conditional awards to fifteen projects. These projects with conditional awards still need to complete the remaining steps for DWSRF funding, either during the remainder of FY2017 or during FY2018. Projects with conditional awards do have preferential status to receive funding.

The Comprehensive Priority List in Appendix 1 identifies the projects that are expected to apply for DWSRF funds during FY2018 or that are expected to complete the remaining steps on conditional funding awards by the end of FY2017 or during FY2018. Their total estimated cost is \$37,704,000. The DWSRF program believes these are the projects that will most likely pursue funding; however, other projects from the priority list may proceed before envisioned. The comprehensive priority list also identifies the projects expected to apply for funding during the FY2019-FY2021 timeframe. Their total estimated cost is \$81,271,000. All projects on the Comprehensive Priority List are eligible to receive DWSRF loans. The State intends to fund projects in the actual application pool with both first and second round funds as needed to best meet (in the judgment of the State) the various known federal and state requirements, such as those regarding binding commitments, additional subsidization, green project reserve (GPR), and any as yet undetermined requirements.

## **Criteria and Method for Distribution of Funds**

The Safe Drinking Water Act amendments of 1986 and 1996 imposed many new regulatory requirements upon public water suppliers. Public health and compliance problems related to these requirements are the most influential criteria in Wyoming's project ranking system. System deficiencies, as related to public health and compliance, are also considered in the Wyoming ranking system. The financial impact of the proposed project on the system users is also considered; the communities most in need of low interest loans to fund the project are awarded points under the affordability criteria.

A summary of the ranking criteria and scoring is listed below. The complete Wyoming DWSRF Ranking System is attached to this plan as Appendix 2.

1. Public Health Issues - 200 points maximum
2. Compliance Issues - 240 points maximum
3. System Deficiencies that may affect public health or ability to comply - 85 points maximum
4. Affordability - 30 points maximum

Because public health issues may result from a variety of causes, points may be obtained from more than one of the four ranking system categories listed above. For example, any documented public health issue, such as a boil order resulting from bacteriological contamination, would be accompanied by compliance and system deficiencies points. Points

are not awarded for any issue which results from operator error. Typically, project proposals that address immediate public health receive the highest overall scores, followed by proposals that address lower risk public health threats, such as chemical contaminants present at low levels, and then by proposals that address system deficiencies that may not allow compliance with existing or future regulatory requirements before noncompliance occurs.

The Wyoming DWSRF program is required annually to use at least 15% of all funds credited to the DWSRF account to provide loan assistance to systems serving fewer than 10,000 people. Because the majority of systems in Wyoming serve fewer than 10,000 people, this requirement has and will be achieved.

**Financial planning:**

The State of Wyoming bases its financial planning for the DWSRF on the following factors: fund utilization, Mineral Royalty Grant funds available, and projects ready to proceed. The core loan program interest rate of 2.5% and the special terms under recent capitalization grants have increased loan applications over the last few years. In addition, the loan origination fees and the interest payments are projected to increase as projects are completed and loan repayments begin. Furthermore, the health of the fund will increase with a higher fund utilization rate to replenish the revolving fund.

**Interest rates and different types of assistance:**

The current market rate is calculated annually in July; the current market rate is 3.01%. The market rate is calculated using the Range of Yield Curve Scales, for Bonds with a rating of BAA for a twenty year period.

Most loans will be made at a 2.5% interest rate; however, loans under the GPR will be made at a 0% interest rate. Repayment periods are up to twenty (20) years on regular loans and up to thirty (30) years on loans to disadvantaged communities. The interest rates were determined based on the following factors: Mineral Royalty Grant funds available, current market rate, and the need to ensure maximum fund utilization. In addition, each applicant will pay a 0.5% origination fee upon completion of loan documents. Some loans will also include forgiveness of a portion of the loan principal under requirements and criteria for awarding additional subsidization. Both additional subsidization and the GPR are discussed further in separate sections of this IUP.

**Project funding decisions and bypass procedures:**

Historically, the State has been able to fund all eligible projects which actually apply for loan funding, and it expects to be able to continue to do so during FY2017, though not all applicants will likely be able to receive the full amount of principal forgiveness for which they apply. If and when the loan application amounts exceed the funding available for loans, the State will fund projects in order of priority of those that apply that are ready to proceed promptly with construction (or with design work for a design only loan). An exception may apply to projects eligible for the GPR; these projects, in priority order, may bypass higher ranked projects if needed to achieve the minimum GPR funding requirement. Only projects on the priority list will be considered eligible for funding, except in the case of emergencies as described below.

**Non-emergency bypass procedures:**

Any projects not ready to proceed, or that do not apply, will be bypassed in favor of projects that actually apply. These determinations will be made at the time applications are received and presented to the SLIB. In addition, the State will do as much as possible to make bypassed projects ready to proceed in future years. This effort will include grant and loan seminars and video conferences to help applicants arrange funding for their projects. Only projects on the priority list will be considered eligible for funding, except in the case of emergencies as described below.

**Emergency bypass procedures:**

If SLIB determines that immediate attention is required to protect public health, a project may be funded with DWSRF funds on an emergency basis, even if it is not on the IUP. Any eligible costs would be reimbursable after the project meets all other applicable DWSRF program requirements. An emergency for this purpose refers to a natural disaster or similar event that causes damage or disrupts normal public water system operations and requires immediate action to protect public health and safety.

**Cash Draw Ratio:**

In FY2018, the DWSRF program will use the grant-specific proportionality method for cash draws. The federal and state ratios for each open grant are calculated in Table 1. Currently the DWSRF program is using the FY2012 grant to pay for project payment requests.

**Table 1. Cash Draw Ratio Calculation**

Year	Cap Grant	State Match	Set Aside Accounts	Federal	State	Total	Federal Portion	State Portion
2012	\$8,975,000	\$1,795,000	\$179,500	\$8,795,500	\$1,795,000	\$10,590,500	83.05%	16.95%
2013	\$8,421,000	\$1,684,200	\$168,420	\$8,252,580	\$1,684,200	\$9,936,780	83.05%	16.95%
2014	\$8,845,000	\$1,769,000	\$530,700	\$8,314,300	\$1,769,000	\$10,083,300	82.46%	17.54%
2015	\$8,787,000	\$1,757,400	\$853,060	\$7,933,940	\$1,757,400	\$9,691,340	81.87%	18.13%

**Data Entry:**

The State will perform monthly updates to the DW Projects & Benefits Reporting (PBR) database. In addition, the State will perform monthly updates to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) to meet the Federal Funding Accountability and Transparency Act as required by the grant conditions of awarded grants.

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## DWSRF Financial Status

The following table summarizes the DWSRF financial status as of 3/1/17.

**Table 2. DWSRF financial status as of 3/1/17**

	Federal Grant	State Match (20%)	Total
Capitalization grants FY1997 through FY2007	\$91,793,500	\$18,358,700	\$110,152,200
Capitalization grants FY2008 through FY2009	\$16,292,000	\$3,258,400	\$19,550,400
ARRA 2009 grant (state match not required)	\$19,500,000	\$0	\$19,500,000
Capitalization grants FY2010 through FY2015	\$58,019,000	\$11,603,800	\$69,622,800
Capitalization grant FY2016	\$8,312,000	\$1,662,400	\$9,974,400
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Capitalization grant FY2018 (estimated)	\$8,312,000	\$1,662,400	\$9,974,400
<b>Total into DWSRF Accounts</b>	<b>\$210,540,500</b>	<b>\$38,208,100</b>	<b>\$248,748,600</b>
<b>Set-asides</b>			
- Administration - 4.0% of FY1997 through FY2007 grants			-\$3,671,740
- Administration - portion of reserved amounts from FY2008 through FY2018 grants*			-\$1,009,800
- Technical Assistance (closed out) – Amount used from FY2001 grant			-\$23,916
- Source Water Assessment (closed out) - Amount used from FY1997 grant			-\$936,086
- Small Systems Technical Assistance - <=2% of FY2011 through FY2018 grants			-\$985,880
<b>Sub-Total Set-asides</b>			<b>-\$6,627,422</b>
Total Loan Principal Repayments			\$84,255,209
Total Loan Interest Payments			\$26,879,836
Investment Income earned			\$22,335,523
Loans (binding commitments)			-\$250,714,468
<b>Estimated Fund Balance Available to Capital Construction Funding with estimated FY2017 and FY2018 capitalization grants**</b>			<b>\$124,877,278</b>

\* **Program administration set-aside:** In previous IUPs, Wyoming reserved the authority to set aside an amount equal to four percent of each capitalization grant from FY2008 through FY2017, including ARRA 2009 (amount reserved from these grants=\$4,417,400). Wyoming also reserves the authority to set aside four percent (estimated amount reserved=\$332,480) of the FY2018 capitalization grant. Wyoming took administration set-aside totaling \$1,009,800 out of the total reserved amount, as part of its FY2015 and FY2016 capitalization grants. Wyoming now plans to take an administrative set aside equal to four percent (\$332,480) of the FY2017 capitalization grant. The remaining amount (estimated at \$3,407,600 = \$4,417,400 + \$332,480 - \$1,009,800 - \$332,480) remains reserved.

\*\* As of 3/8/16, \$18,721,877 of the estimated fund balance has been conditionally awarded but is not yet under binding commitment. Projects involved are noted on the priority list and are expected to complete the remaining steps for DWSRF funding during the remainder of FY2016 or in FY2017. Another \$545,214 of conditional awards was made on 4/7/16.

A more detailed description of set-asides may be found later in this plan. Any unused administrative funds are placed in an account and used for administration in future years. After federal capitalization grants are no longer available the program must rely solely on loan origination fees and State funds.

The State program legislation and rules provide for the collection of a 0.5% loan origination fee which is to be set aside in a separate account to provide for future administration of the DWSRF program. All current and future fees will be placed into an administration account.

### Additional Subsidization

Starting with the FY2010 federal capitalization grant, the State must use certain amounts of the capitalization grant to provide additional subsidization to eligible recipients. In addition to that requirement, the State also intends to take a 30% allowance from both the FY2017 and FY2018 capitalization grants to provide additional subsidization to disadvantaged communities, as allowed under federal DWSRF rules. The 30% allowance is estimated to be \$2,493,600 for each of these fiscal years. The State provides additional subsidization in the form of loans in which a portion of the principal will be forgiven upon project completion. SLIB determines the actual amount of principal forgiveness awarded to individual projects based on criteria set forth in SLIB Rules and Regulations Chapter 16 and on the actual applications received. The rules base eligibility for principal forgiveness primarily on disadvantaged community criteria that are based on income data, unemployment data, and population trends. The rules also allow eligibility based only on income criteria in cases where principal forgiveness does not need to be linked to disadvantaged community criteria. The rules specify a maximum percentage of principal forgiveness for applicants based on the given criteria. Table 3 shows the status of the additional subsidization requirement.

**Table 3. Additional Subsidization Requirement Status as of 3/1/17**

Federal Grant Year	Federal Grant Amount	Min. Required Add. Sub.	Max. Allowable Add. Sub.
FY2010	\$13,573,000	\$4,071,900	\$13,573,000
FY2011	\$9,418,000	\$2,825,400	\$9,418,000
FY2012	\$8,975,000	\$1,795,000	\$2,692,500
FY2013	\$8,421,000	\$1,684,200	\$2,526,300
FY2014	\$8,845,000	\$1,769,000	\$2,653,500
FY2015	\$8,787,000	\$1,757,400	\$2,636,100
FY2016	\$8,312,000	\$1,662,400	\$4,156,000
FY2017 (estimated)	\$8,312,000	\$1,662,400	\$4,156,000
FY2018 (estimated)	\$8,312,000	\$1,662,400	\$4,156,000
Totals		\$18,890,100	\$45,967,400
Additional subsidization under binding commitment			\$32,383,340
Additional subsidization conditionally awarded, binding commitment pending (includes additional amount awarded 4/6/17)			\$5,272,060
Minimum additional subsidization still required (for FY2017 and FY2018 grants)			\$3,324,800
Maximum additional subsidization still available			\$8,312,000

## Green Project Reserve

Starting with the FY2010 capitalization grant, to the extent there are sufficient eligible project applications, the State must use certain minimum amounts of the capitalization grants to fund projects which address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities (collectively referred to as "green" projects). This requirement is referred to as the Green Project Reserve, or GPR. Table 4 shows the status of the GPR. The priority list (Appendix 1) shows that sufficient green projects are anticipated to apply for funding or to complete remaining steps on conditional funding awards to meet the minimum required GPR amount. Other projects on the priority lists may be able to show, through a business case or other information, that they also are green projects; these projects too will be considered eligible for award under the GPR. GPR loans will have an interest rate of 0% and will be eligible for principal forgiveness under the criteria established in SLIB rules.

**Table 4. Green Project Reserve Status as of 3/1/17**

Federal Grant Year	Federal Grant Amount	Minimum GPR %	Minimum GPR
FY2010	\$13,573,000	20%	\$2,714,600
FY2011	\$9,418,000	20%	\$1,883,600
FY2012	\$8,975,000	0%	\$0
FY2013	\$8,421,000	0%	\$0
FY2014	\$8,845,000	0%	\$0
FY2015	\$8,787,000	0%	\$0
FY2016	\$8,312,000	0%	\$0
FY2017 (estimated)	\$8,312,000	0%	\$0
FY2018 (estimated)	\$8,312,000	0%	\$0
Totals			\$4,598,200
GPR amount under binding commitment			\$13,428,236
GPR amount conditionally awarded, binding commitment pending			\$0
Minimum GPR amount remaining			\$0

### Short-term Goals

1. To administer the DWSRF program in Wyoming.
2. To ensure the technical integrity of DWSRF projects through the review of compliance records; outreach efforts including presentations and training at Wyoming Association of Rural Water and Wyoming Water Quality and Pollution Control Association events and conferences; and review of planning, designs/specifications, and construction documents and activities.
3. To ensure the financial integrity of the DWSRF program through the review of the financial impacts of publicly owned public water supplies' loan applications, and the ability for loan repayment.

## Long-term Goals

1. To build and maintain a permanent, self-sustaining State Revolving Fund program that will serve as a cost-effective, convenient source of financing for drinking water projects in Wyoming.
2. To provide a financing assistance program to help publicly owned public water supplies afford sustainable infrastructure and to assist them with funds to complete capital improvement projects to maintain and achieve compliance.
3. To work with other federal, state, and local assistance providers to bundle funding packages that address publicly owned public water supplies' most pressing needs.
4. To have the OSLI, the DEQ, and the WDO recommend priorities for financial assistance from the DWSRF program to the Wyoming SLIB.

## Set-Asides

The DWSRF may fund certain provisions of the Federal Safe Drinking Water Act, through the use of “set-aside” accounts. The DWSRF Federal and State enabling legislation allows set-aside amounts of the federal drinking water capitalization grant for specific purposes. These set-asides each have different purposes and conditions. Wyoming currently uses an administration set-aside and a technical assistance set-aside. Other set-asides which may be established include state program management and local assistance. The State of Wyoming reserves its right to implement its option to fund allowable set-asides.

### **Administration Set-Aside:**

Wyoming uses the 4% administration set-aside to cover program development, review of water system facilities plans, review of construction and bid documents, assistance and oversight during planning, design and construction, loan origination work, administering repayments, costs associated with the Select Water Committee and the public comment process, staff salaries, and other associated costs to administer the program.

Wyoming set-aside 4% of the FY1997 - FY2007 capitalization grants for program administration. In previous IUPs, Wyoming reserved the authority to set aside an amount equal to 4% of each capitalization grant from FY2008 through FY2017, including ARRA 2009 (amount reserved from these grants=\$4,417,400). Wyoming also reserves the authority to set-aside 4% (estimated amount reserved=\$332,480) of the FY2018 capitalization grant. Wyoming took administration set-aside totaling \$1,009,800 out of the total reserved amount, as part of its FY2015 and FY2016 capitalization grants. Wyoming now plans to take an administrative set aside equal to four percent (\$332,480) of the FY2017 capitalization grant. The remaining amount (estimated at \$3,407,600 = \$4,417,400 + \$332,480 - \$1,009,800 - \$332,480) remains reserved.

Any funds that were set-aside for administration but not actually spent will be placed in an account and used for administration in future years. After federal capitalization grants are no longer available, the program must rely solely on origination fees and State funds. Spending

such funds is subject to approval of the Wyoming Legislature, although federal restrictions will limit use of these funds to purposes related to this program.

**Technical Assistance for Small Systems Set-Aside:**

A state may use up to 2% of its allotment to provide technical assistance to public water systems serving 10,000 people or fewer (section 1452(g)(2)). If a state does not use the entire 2% for these activities against a given allotment, it can bank the excess balance and use it for the same activities in later years. If a state chooses to use funds under this set-aside, EPA encourages states to use available funds to support small system efforts to apply for DWSRF loans. A state may use these funds to support a technical assistance team or to contract with outside organizations to provide technical assistance. Wyoming plans to continue using this set-aside to fund a contract with the Wyoming Association of Rural Water Systems to assist small systems. An updated work-plan will be submitted to USEPA Region VIII for their approval.

DRAFT

**Appendix 1: FY2018 Drinking Water State Revolving Fund - Comprehensive Priority List**

DRAFT

## Appendix 1: FY2018 Drinking Water State Revolving Fund - Comprehensive Priority List

Project	Rank	Rank Points	Pop.	Owner	PWS No	Description	Amount (\$1,000)	Est Max % Princ Forgive	Est Max Princ Forgive (\$1,000)	Green type	Green Amount (\$1,000)	Expect 2018 Award	Expect 2018-2021
Alta Community Pipeline	1	172	40	Alta Community Pipeline	5600275	E. coli positive samples resulting in boil order 11/16. Upgrades to achieve compliance.	\$200	25%	\$50				
Greater Smoot WSD	2	102	260	Greater Smoot W&S District	5601397	TCR violations 8/13 and 9/13. EPA administrative order issued 11/11, and notice of violation of that order issued 2/14. Install system upgrades to resolve these issues, including disinfection facilities.	\$220	25%	\$55				
Bear River Regional	3	82	1200	Bear River Regional JPB	5601019	TTHM violations 2014. TCR violation 10/13. EPA administrative order 9/15. System upgrades to achieve compliance.	\$200	25%	\$50				
LaBarge Tank	4	77	551	LaBarge, Town of	5600222	New tank and/or tank repairs. Existing tanks in poor condition, with open holes that allowed rodents and other contaminants to enter tank. EPA emergency administrative order 7/15.	\$500	25%	\$125				

Lusk Treatment or New Source	5	56	1567	Lusk, Town of	5600032	Gross alpha violations 2014. EPA administrative order 9/14. Treatment or new source and/or other upgrades to achieve compliance.	\$1,500	75%	\$1,125				
Wheatland Uranium Compliance	6	56	3627	Wheatland, Town of	5600187	Uranium violations 2015. EPA administrative order 3/16. Upgrades to achieve compliance.	\$500	75%	\$375				
Kennington Springs	7	52	75	Kennington Springs Water District	5601199	EPA administrative order 3/11 and subsequent violation notices and addenda. Construct upgrades to comply with administrative order; options include redevelop existing source, develop new source, regionalization, and possibly others.	\$250	25%	\$62.50				
Granger Emergency Repairs	8	52	139	Granger, Town of	5600020	February 2016 line break lead to loss of system pressure and to EPA emergency administrative order. Repair or replace main between north and south tanks. Other repair/replacements needed for compliance with Administrative Order.	\$400	50%	\$200				



Owl Creek TTHM	9	45	60	Owl Creek Water District	5601673	TTHM violation 2016. EPA administrative order 9/16. Upgrades to achieve compliance.	\$200	75%	\$150				
Kemmerer-Diamondville TTHM	10	42	3393	Kemmerer-Diamondville JPB	5600028	TTHM violations 2015. EPA administrative order 3/16. Upgrades to achieve compliance.	\$250	0%	\$0				
Laramie Distribution Upgrades	11	40	30816	Laramie, City of	5600029	Replace old, deteriorated and undersized waterlines (cross contamination potential). DWSRF loans have been made for past similar projects.	\$4,000	50%	\$2,000				
Manderson Tank	12	38	114	Manderson, Town of	5600204	New storage tank to replace old, deteriorated, leaking tank (cross contamination potential).	\$654	75%	\$490.50				
Rawlins Treatment Upgrades	13	37	9259	Rawlins, City of	5600045	Treatment plant nearing end of useful life and has recurring EPA sanitary survey deficiencies related to filters. Upgrades and/or replacements.	\$4,500	25%	\$1,125				
Fort Laramie Main Replacements	14	33	230	Fort Laramie, Town of	5600185	Replace old, deteriorated, and undersized water mains (cross contamination potential).	\$240	75%	\$180				

Dubois Distribution Improvements	15	33	971	Dubois, Town of	5600177	Replace old, deteriorated, and undersized water mains and appurtenances (cross contamination potential). DWSRF loans have been made.	\$378	75%	\$283					X
Dubois Lead Corrosion Control	16	33	971	Dubois, Town of	5600177	Lead result above action level. Install corrosion control system.	\$100	75%	\$75					
Clearmont Main Replacements	17	31	142	Clearmont, Town of	5600013	Replace old, deteriorated water mains (cross contamination potential). DWSRF loan has been made.	\$200	75%	\$150					
Lusk Well and Distribution Upgrades	18	31	1567	Lusk, Town of	5600032	Rehabilitate or replace existing well, including raise wellhead above grade and eliminate underground vault. Replace and upsize undersized, corroded, and leaking mains (cross contamination potential). Loop deadend mains to improve water quality. Rehabi	\$1,500	75%	\$1,125					X
Evansville Deteriorated Main Replacements	19	31	2544	Evansville, Town of	5600018	Replace old, deteriorated waterlines and appurtenances (cross contamination potential).	\$1,500	75%	\$1,125					X

Mills Distribution Improvements	20	31	3461	Mills, Town of	5600036	Replace old, deteriorated and undersized water lines (cross contamination potential). Replace old, deteriorated service saddles, valves, hydrants, and other appurtenances.	\$2,500	75%	\$1,875					X
Torrington Main Replacements	21	31	6501	Torrington, City of	5600164	Replace old, deteriorated water mains and appurtenances (cross contamination potential).	\$1,200	50%	\$600					
Meeteetse Lead Corrosion Control	22	27	327	Meeteetse, Town of	5600035	Lead result above action level. Install corrosion control system.	\$100	75%	\$75					
Thayne Main Replacements	23	27	366	Thayne, Town of	5600159	Replace old, deteriorated, and undersized water mains (cross contamination potential). DWSRF loans have been made.	\$500	75%	\$375				X	
Thayne Tank	24	27	366	Thayne, Town of	5600159	Rehabilitate deteriorated tank (cross contamination potential). Construct additional storage tank. DWSRF conditional award 2/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$488	75%	\$366					X

Encampment Main Replacements	25	27	450	Encampment, Town of	5600060	Replace old, deteriorated, and undersized water mains (cross contamination potential).	\$250	75%	\$187				X
Hanna Water Mains	26	27	841	Hanna, Town of	5600025	Replace old, deteriorated, and undersized water lines and appurtenances (cross contamination potential). DWSRF loan made for first of several phases. DWSRF conditional award 4/17 for next phase; expected to become binding commitment by end of FY2017 or	\$770	50%	\$385			X	
Greybull Tank	27	27	1847	Greybull, Town of	5600022	Replace old, deteriorated tank (cross contamination potential).	\$1,000	50%	\$500				X
Greybull Transmission	28	27	1847	Greybull, Town of	5600022	Upgrade old deteriorated transmission main (cross contamination potential).	\$1,000	50%	\$500				
Powell Main Replacements	29	27	6314	Powell, City of	5600042	Replace old, deteriorated, and undersized water mains (cross contamination potential).	\$3,000	50%	\$1,500			X	
Lander Tank	30	27	7487	Lander, City of	5600176	Replace or rehabilitate deteriorated tanks (cross contamination potential).	\$2,000	50%	\$1,000				

Lander Transmission Upgrades	31	27	7487	Lander, City of	5600176	Replace old, deteriorated, and undersized mains and appurtenances (cross contamination potential). Includes removal of no longer needed pump houses. DWSRF loans have been made.	\$1,000	50%	\$500				
Riverton Replacements	32	27	10615	Riverton, City of	5600047	Replace old, deteriorated, and undersized mains and appurtenances (cross contamination potential). DWSRF conditional award 6/16; expected to become binding commitment by end of FY2017 or in FY2018.	\$442	50%	\$221			X	
Deaver Main Replacements	33	25	178	Deaver, Town of	5600016	Replace old, deteriorated water mains (cross contamination potential). DWSRF loan has been made.	\$100	75%	\$75				
Salt Creek JPB Transmission Improvements	34	25	599	Salt Creek JPB	5600201	Replace old, deteriorated transmission main (cross contamination potential).	\$6,500	50%	\$3,250				X
Guernsey Replacements/ Rehabilitation	35	25	1147	Guernsey, Town of	5600023	Replace/rehabilitate old, deteriorated mains, tanks, and appurtenances (cross contamination potential).	\$1,130	50%	\$565				

Thermopolis Distribution Improvements	36	25	3009	Thermopolis, Town of	5600056	Replace old, deteriorated, and undersized water mains (cross contamination potential). DWSRF conditional award 4/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$1,300	50%	\$650			X	
Buffalo Lead Corrosion Control	37	25	4585	Buffalo, Town of	5600005	Lead result above action level. Install corrosion control system.	\$100	25%	\$25				
Worland Main Replacements	38	25	5487	Worland, City of	5600197	Replace old, deteriorated water mains (cross contamination potential).	\$1,000	50%	\$500				
Sheridan Water Main Replacements	39	25	17444	Sheridan, City of	5600052	Replace old, deteriorated, and undersized water mains and appurtenances (cross contamination potential). DWSRF loans have been made for several projects. Estimated \$10 million total need. DWSRF conditional awards 10/16 and 4/17; expected to become bind	\$1,790	25%	\$447			X	

Cambria Tank	40	24	144	Cambria I&S District	5601028	New tank to replace two existing old tanks (cross contamination potential). Includes transmission and pump station. DWSRF loan has been made.	\$100	50%	\$50			X	
Osage Distribution Improvements	41	24	208	Osage Water District	5600038	Replace old, deteriorated, and undersized water mains (cross contamination potential).	\$500	50%	\$250				
Northwest Rural Main Replacements	42	24	5500	Northwest Rural Water District	5601254	Replace old, deteriorated water mains and appurtenances (cross contamination potential).	\$1,000	25%	\$250				
Sundance Meadows Lead Corrosion Control	43	22	60	Sundance Meadows Water District	5601639	Lead result above action level. Install corrosion control system.	\$100	50%	\$50				
Granger Rehabilitation Projects	44	22	139	Granger, Town of	5600020	Rehabilitate old, deteriorated tank (cross contamination potential); includes repair, coating, cathodic protection, mixing system. Reconstruct old, deteriorated raw water intake, pump station, and pipeline.	\$500	50%	\$250				
Green Valley Estates Lead Corrosion Control	45	22	140	Green Valley Estates Imp. District	5601245	Lead result above action level. Install corrosion control system.	\$100	50%	\$50				

Bennor Estates Lead Corrosion Control	46	22	174	Bennor Estates I&S District	5601596	Lead result above action level. Install corrosion control system.	\$100	50%	\$50				
Kaycee Lead Corrosion Control	47	22	263	Kaycee, Town of	5600196	Lead result above action level. Install corrosion control system.	\$100	50%	\$50				
South Park Service Center ISD	48	22	350	South Park Service Center I&S District	5600822	Replace old, deteriorated water system components. Install water meters.	\$805	25%	\$201	WC	\$200		
Freedom Hills Distribution Improvements	49	22	400	Freedom Hills I&S District	5600789	Replace old, deteriorated water mains (cross contamination potential). Install meters on currently unmetered system (categorically green). DWSRF conditional award 6/15 for \$1,127,830; expected to become binding commitment in FY2018; expecting a loan inc	\$1,850	50%	\$925	WC	\$400		
Sinclair Main Replacements	50	22	433	Sinclair, Town of	5600054	Replace old, deteriorated water mains, services, and appurtenances (cross contamination potential).	\$600	25%	\$150				
Baggs Distribution Improvements	51	22	440	Baggs, Town of	5600058	Replace old, deteriorated water mains and appurtenances (cross contamination potential).	\$486	50%	\$243				



LaBarge Transmission	52	22	551	LaBarge, Town of	5600222	Replace old, deteriorated transmission line from water treatment plant to storage tank (cross contamination potential).	\$750	25%	\$187					X
HMR Distribution Improvements	53	22	580	High Meadow Ranch Water District	5601569	Replace old, deteriorated, and undersized water mains and appurtenances (cross contamination potential). Includes looping existing deadend lines and adding isolation valves and PRVs. DWSRF conditional award 4/17; expected to become binding commitment	\$2,700	25%	\$675					
Byron Distribution Improvements	54	22	593	Byron, Town of	5600008	Replace old, deteriorated, and undersized water mains and appurtenances (cross contamination potential).	\$1,050	25%	\$262					
Cowley Main Replacements	55	22	655	Cowley, Town of	5600206	Replace old, deteriorated water mains (cross contamination potential).	\$3,100	25%	\$775					
Alpine Lead Corrosion Control	56	22	828	Alpine, Town of	5600156	Lead result above action level. Install corrosion control system.	\$100	25%	\$25					

Melody Ranch ISD Valve Repairs	57	22	900	Melody Ranch I&S District	5601440	Repair valves and hydrants damaged by corrosion (cross contamination potential).	\$330	25%	\$82				
Moorcroft Distribution Improvements	58	22	1009	Moorcroft, Town of	5600037	Replace old, deteriorated, undersized water mains and distribution appurtenances (cross contamination potential). Loop water lines. DWSRF conditional award 2/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$941	25%	\$235			X	
Upton Main Replacements	59	22	1100	Upton, Town of	5600140	Replace old, deteriorated water mains and appurtenances (cross contamination potential).	\$3,000	50%	\$1,500			X	
Pine Bluffs Main Replacements	60	22	1129	Pine Bluffs, Town of	5600040	Replace old, deteriorated water mains (cross contamination potential).	\$1,057	25%	\$264				
Pine Bluffs Tank	61	22	1129	Pine Bluffs, Town of	5600040	Replace deteriorated tank (cross contamination potential).	\$1,300	25%	\$325				

Sundance Storage and Distribution Replacements	62	22	1182	Sundance, Town of	5600055	Replace old, deteriorated, undersized tanks, mains, and services (cross contamination potential).	\$1,500	25%	\$375				
Basin Lead Corrosion Control	63	22	1285	Basin, Town of	5600004	Lead result above action level. Install corrosion control system.	\$100	25%	\$25				
Star Valley Ranch Main Replacements	64	22	1503	Star Valley Ranch, Town of	5600287	Replace old, deteriorated, and undersized water mains (cross contamination potential). Estimated total need \$6 million phased over several years. DWSRF loan made for first phase. DWSRF conditional award 12/16 for second phase; expected to become bindin	\$1,965	25%	\$491				X
Saratoga Main Replacements	65	22	1690	Saratoga, Town of	5600061	Replace old, deteriorated, and undersized mains (cross contamination potential).	\$2,500	25%	\$625				

Afton Distribution and Storage Improvements	66	22	1911	Afton, Town of	5600002	Replace old, deteriorated, undersized mains (cross contamination potential), including looping the replacements to eliminate deadends. Rehabilitate deteriorated top slab of concrete water storage tank (cross contamination potential). A portion of main r	\$1,300	25%	\$325	WB	\$600		
Pinedale Main Replacements	67	22	2030	Pinedale, Town of	5600041	Replace old, deteriorated, and undersized water mains (cross contamination potential). DWSRF loan has been made.	\$300	25%	\$75				
KDJPB Main Replacements	68	22	3393	Kemmerer-Diamondville JPB	5600028	Replace old, deteriorated water mains (cross contamination potential).	\$800	0%	\$0				
Rawlins Potable Main Replacements	69	22	9259	Rawlins, City of	5600045	Replace old, deteriorated , and undersized water mains and appurtenances (cross contamination potential).	\$750	25%	\$187.50				
Rawlins Tanks	70	22	9259	Rawlins, City of	5600045	Replace two old, deteriorated tanks (cross contamination potential).	\$2,500	25%	\$625				X

Jackson Landslide Water Mains	71	22	9577	Jackson, Town of	5600213	Replace pump station, mains, and appurtenances damaged by landslide (cross contamination potential).	\$450	0%	\$0					
Gillette Main Replacements	72	22	29087	Gillette, City of	5600019	Replace old, deteriorated, and undersized water mains (cross contamination potential).	\$3,300	0%	\$0					
Gillette Tank Rehabilitation	73	22	29087	Gillette, City of	5600019	Rehabilitate tanks that have corrosion, foundation, and site drainage problems (cross contamination potential).	\$900	0%	\$0					
Gillette Interstate Industrial Park	74	22	29087	Gillette, City of	5600019	Water system improvements in Interstate Industrial Park (PWS 5600909) to connect to, include in, and bring up to City of Gillette (PWS 5600019) standards; Includes connecting transmission lines, replace old deteriorated distribution mains and appurt	\$2,050	0%	\$0					X
GR-RS-SWC JPWB Transmission Replacement	75	22	40000	Green River - Rock Springs - Sweetwater Co JPWB	5600050	Replace old, deteriorated and undersized transmission mains (cross contamination potential).	\$4,000	0%	\$0					X

Recluse School Lead Corrosion Control	76	22	46133	Campbell County School District	5601057	Lead result above action level. Install corrosion control system.	\$100	0%	\$0					
Casper Miscellaneous Water Main Replacements	77	22	55316	Casper, City of	5601415	Replace/rehabilitate old, deteriorated, undersized mains (cross contamination potential).	\$6,000	25%	\$1,500				X	
Casper 10 MG Tank Rehabilitation	78	22	55316	Casper, City of	5601415	Rehabilitate old, deteriorated, 10 million gallon finished water storage reservoir (cross contamination potential).	\$4,500	25%	\$1,125					X
Casper CY Booster Station	79	22	55316	Casper, City of	5601415	Replace old, deteriorated CY Booster Station (cross contamination potential).	\$1,500	25%	\$375					
Cheyenne Main Rehabilitation and Replacements	80	22	59466	Cheyenne, City of	5600011	Replace/rehabilitate old, deteriorated, and undersized water mains (cross contamination potential). Various DWSRF loans have been made. \$10M total need.	\$2,000	0%	\$0				X	
Cheyenne Round Top Tank Replacement	81	22	59466	Cheyenne, City of	5600011	Replace old, deteriorated Round Top 10 million gallon underground storage tank (cross contamination potential) with new above ground tank.	\$10,000	0%	\$0					X

Laramie Tanks	82	20	30816	Laramie, City of	5600029	New tank in northern part of system to better serve area. Includes transmission, pump station, pressure control stations, and other appurtenances. DWSRF conditional award 4/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$4,356	50%	\$2,178			X	
Laramie Turner Well Field Improvements	83	20	30816	Laramie, City of	5600029	Improvements to Turner Well Field.	\$2,500	50%	\$1,250				
Laramie Meters	84	20	30816	Laramie, City of	5600029	Implement a fixed network meter reading system and replacement of meters.	\$2,500	50%	\$1,250	WC	\$2,500		
Laramie Public Works Service Center	85	20	30816	Laramie, City of	5600029	Fund the drinking water system related portions of new or renovated buildings for the City's public works department. DWSRF conditional award 4/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$3,000	50%	\$1,500			X	
South Laramie WSD Well	86	19	550	South of Laramie W&S District	5601393	Drill new well for secondary water source. DWSRF conditional award 2/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$193	50%	\$97	X		X	

Pine Haven Tank and Wells	87	17	490	Pine Haven, Town of	5600191	Construct new tank at higher elevation to correct existing static pressures below 35 psi and to provide additional storage. Plug and abandon one of two existing wells, improvements to the other existing well, and drill new well near tank. Includes upgra	\$497	25%	\$124			X	
Lovell Tank	88	17	2360	Lovell, Town of	5600031	Water storage tank, new pump station, and associated piping and SCADA improvements for pressure zone 2. Currently no storage in this zone. DWSRF loan has been made.	\$200	50%	\$100				X
LaGrange Tank	89	16	448	LaGrange, Town of	5600788	New tank and transmission. Chlorination improvements.	\$1,100	75%	\$825				
LaGrange Waterline Looping	90	16	448	LaGrange, Town of	5600788	Waterline looping and extension.	\$450	75%	\$337				
LaGrange Meters	91	16	448	LaGrange, Town of	5600788	Replace existing meters and pits with new meters including automated meter reading and leak detection system.	\$350	75%	\$263	WC	\$350		



Freedom WSD Meters	92	13	214	Freedom W&S District	5600158	Replace existing meters with new meters including automated meter reading and leak detection system.	\$50	75%	\$37	WC	\$50		
Fort Laramie Meters	93	13	230	Fort Laramie, Town of	5600185	Replace existing old, malfunctioning meters with new meters, including automated meter reading and leak detection system.	\$58	75%	\$43	WC	\$58		
Pineview ISD Tank and Booster	94	12	71	Pineview I&S District	5601490	New tank and booster station for system that currently has only pressure storage. Piping upgrades, generator, meters.	\$265	50%	\$133				
HMR Interconnection , Tank, and Well	95	12	580	High Meadow Ranch Water District	5601569	District system currently has two parts unconnected to each other, and it lacks storage and adequate redundancy of supply. Install new transmission main to interconnect two separate parts of system, tank and booster station, additional well, disinfection	\$1,030	25%	\$257				
Cowley Tank	96	12	655	Cowley, Town of	5600206	Replace existing undersized tank and associated transmission main. Chlorination system. Backflow preventers on transmission line taps.	\$1,509	25%	\$377				

South Big Horn Extension	97	12	1000	South Bighorn County Water Supply JPB	5601454	Extend water mains to provide service to Greybull River valley area and possible future service as far as Burlington area. Existing individual wells produce groundwater of poor quality; many residents haul water.	\$1,900	50%	\$950				
Clearmont Well	98	11	142	Clearmont, Town of	5600013	New well to provide adequate redundancy of supply.	\$250	75%	\$187				
Evansville Main Looping and Upsizing	99	11	2544	Evansville, Town of	5600018	Loop and upsize water lines to improve service.	\$7,000	75%	\$5,250				
Evansville New Tank	100	11	2544	Evansville, Town of	5600018	Construct additional storage tank.	\$1,000	75%	\$750				
Evansville Scott Hill Booster Pump Station	101	11	2544	Evansville, Town of	5600018	Upgrade current booster pump station by installing emergency generator, two new pumps, and appurtenances.	\$200	75%	\$150				
Mills Public Works Facility	102	11	3461	Mills, Town of	5600036	Fund the drinking water system related portion of a new or renovated building for the Town's public works department.	\$1,000	75%	\$750				
Wheatland Well	103	11	3627	Wheatland, Town of	5600187	New wells for increased source redundancy. Most of town's wells are several decades old.	\$500	75%	\$375				

Washakie Rural ISD Refinance	104	10	625	Washakie Rural I&S District	5601523	Refinance project that constructed a regional water system to provide rural areas with a reliable and good quality domestic water supply. Residences had individual wells with inadequate water quality. DWSRF conditional award 4/17; expected to become bin	\$1,159	50%	\$579				
Sheridan Main Extensions	105	10	17444	Sheridan, City of	5600052	Extend water mains to serve areas that currently have water of inadequate quantity and/or quality. Extend and loop transmission main to eliminate deadend and provide redundancy. Extend main to serve new school.	\$931	25%	\$233				
Broken Wheel Ranch	106	7	50	Broken Wheel Ranch I&S District	5601625	Tank, well, transmission, and pump improvements to address deficiencies identified in EPA sanitary survey (including operating pressure below 20 psi), to meet demands, and to increase reliability. Install new curb stops and meters pits (currently unmeter	\$202	25%	\$50				

Squaw Creek	107	7	110	Squaw Creek Water District	5600737	Upgrades to more efficiently use limited supply. New tanks. Replace well pumps. SCADA, controls, piping, metering, and valve upgrades. DWSRF loan has been made.	\$100	25%	\$25				
Encampment Distribution Looping	108	7	450	Encampment, Town of	5600060	Loop existing dead end distribution mains to improve system reliability and water circulation.	\$300	75%	\$225				
Hog Island ISD Water System	109	7	500	Hog Island I&S District	New system	New water system for area where homes are on individual wells with inadequate quality and quantity.	\$3,000	25%	\$750				
Hanna Miscellaneous Improvements	110	7	841	Hanna, Town of	5600025	Water source, transmission, treatment, distribution, and storage upgrades. Fencing improvements at storage facilities.	\$1,500	50%	\$750			X	
Hanna Meters	111	7	841	Hanna, Town of	5600025	Replace existing meters with new meters including automated meter reading and leak detection system.	\$1,000	50%	\$500	WC	\$1,000	X	

South Bighorn County WSJPB Refinance	112	7	1000	South Bighorn County Water Supply JPB	5601454	Refinance project that constructed a regional water system to provide Basin, Manderson, and surrounding rural areas with a reliable and good quality domestic water supply. Communities and individual residences had quality and quantity problems with their	\$900	50%	\$450				
Lovell Looping and Service Extension	113	7	2360	Lovell, Town of	5600031	Eliminate stagnant water by looping dead end water line and extend service to areas that currently do not have good source of water.	\$675	50%	\$337				
Lovell Refinance	114	7	2360	Lovell, Town of	5600031	Refinance project originally constructed to replace old, deteriorated water lines.	\$2,921	50%	\$1,461				
Lander Refinance	115	7	7487	Lander, City of	5600176	Refinance project which originally upsized and improved water treatment plant.	\$2,070	50%	\$1,035				
Lander Telemetry	116	7	7487	Lander, City of	5600176	Install/upgrade SCADA system monitoring and controls at various locations.	\$500	50%	\$250				
Riverton Safety Improvements	117	7	10615	Riverton, City of	5600047	Safety and/or regulatory upgrades to the water treatment plant, well houses, and storage tanks.	\$200	50%	\$100				

South End WD	118	5	150	South End Water District	5600970	Control building to replace underground vault at system's connection to Cowley system. Water line looping.	\$280	50%	\$140				
Pavillion Meters	119	5	231	Pavillion, Town of	5600039	Replace existing meters with new meters including automated meter reading and leak detection system.	\$215	75%	\$161	WC	\$215		
Ten Sleep Miscellaneous Upgrades	120	5	260	Ten Sleep, Town of	5600203	Replace faulty line valves and install new valves to improve system isolation for flushing and repairs. Replace thin wall PVC pipe from 1970's with C900 PVC pipe. Replace old inaccurate well meters. Install flushing/blowoff hydrants to transmission mai	\$1,000	50%	\$500				
Ten Sleep Well	121	5	260	Ten Sleep, Town of	5600203	Redrill and replace one of two supply wells dating from 1950's to ensure continued source supply redundancy; includes new well house and appurtenances.	\$500	50%	\$250				

South Thermopolis Refinance	122	5	300	South Thermopolis W&S District	5601083	Refinance project originally constructed to resolve issues of low pressures and deteriorated and/or undersized infrastructure and to serve additional areas that had inadequate individual wells.	\$400	75%	\$300				
Burns Well Replacements	123	5	301	Burns, Town of	5600188	Replacement wells for wells A2, A3, and A4.	\$2,400	75%	\$1,800				
Big Piney SCADA	124	5	552	Big Piney, Town of	5600007	Install SCADA system for wells and tanks.	\$40	50%	\$20				
Salt Creek JPB Pump Station and Surge Tank Improvements	125	5	599	Salt Creek JPB	5600201	Upgrades to pump station and surge tank constructed in 1995, involving SCADA, controls, electrical, pumps, piping, valves, and various other appurtenances.	\$320	50%	\$160				X
Thermopolis Backup Generator	126	5	3009	Thermopolis, Town of	5600056	Backup generator for pump station.	\$160	50%	\$80				
Newcastle Well and Control Upgrades	127	5	3532	Newcastle, City of	5600256	Drill and connect new well.	\$300	50%	\$150			X	
Newcastle Meters	128	5	3532	Newcastle, City of	5600256	Retrofit existing meters with automated meter reading and leak detection system.	\$500	50%	\$250	WC	\$500		X

Buffalo Transmission and Tank Valve	129	5	4585	Buffalo, Town of	5600005	New transmission main to eliminate need for pump station serving south part of town. Control valves for south tank; will allow better maintenance of pressure in other parts of system while controlling tank levels.	\$150	25%	\$37				
Big Horn Regional Refinance	130	5	14000	Big Horn Regional JPB	5601630	Refinance project originally constructed to provide redundant supply to various communities and service to areas on inadequate individual wells. DWSRF conditional award 4/17; expected to become binding commitment by end of FY2017 or in FY2018.	\$5,718	25%	\$1,429				
Sheridan Intake Improvements	131	5	17444	Sheridan, City of	5600052	Improvements to intake facilities that serve the Sheridan and Big Goose water treatment plants. Includes improvements to communications, SCADA, electrical, screening, piping/valves, flow measurement, security, and energy efficiency (possible green eligib	\$300	25%	\$75	EB	\$50		X



Sheridan/SAWS Treatment Plant Miscellaneous Upgrades	132	5	17444	Sheridan, City of	5600052	Miscellaneous upgrades at the two water treatment plants, involving SCADA, plate settlers, backwash piping, disinfection, sludge handling/drying, vehicle storage building, road surfacing, drainage, security gates, utilidor.	\$2,000	25%	\$500				
Sheridan Hydropower	133	5	17444	Sheridan, City of	5600052	Install hydropower generation on high pressure drinking water transmission mains at Beckton Hall vault and Sheridan WTP. DWSRF loan has been made.	\$200	25%	\$50	EC	\$200		
Shoshone Municipal Main Relocation	134	5	24622	Shoshone Municipal Water JPWB	5601198	Relocate transmission pipeline out of WYDOT right-of-way to accommodate highway project as required by WYDOT.	\$500	25%	\$125			X	
Dixon Miscellaneous Improvements	135	4	97	Dixon, Town of	5600059	Install an isolated transmission line from the water treatment plant clear well to the storage tank to improve disinfection contact time, promote tank turnover, and improve water quality. Upsize and loop existing 2" deadend water mains. Install solar po	\$933	50%	\$467	EC	\$20		

Dixon Meters	136	4	97	Dixon, Town of	5600059	Replace existing meters with new meters including automated meter reading and leak detection system. Includes dual check backflow preventers.	\$288	50%	\$144	WC	\$288		
Dixon Energy Efficiency Upgrades	137	4	97	Dixon, Town of	5600059	Install solar power system at water treatment plant and operations facility (categorically green eligible).	\$192	50%	\$96	EC	\$192		
Osage Meters	138	4	208	Osage Water District	5600038	Replace existing meters with new meters including automated meter reading and leak detection system.	\$300	50%	\$150	WC	\$300		
Osage Telemetry	139	4	208	Osage Water District	5600038	Update telemetry system for tank operation to better control levels and reduce water loss.	\$100	50%	\$50				
Pioneer Transmission	140	4	450	Pioneer W&S District	5600828	Additional transmission line from regional system to northern part of District to provide looping for more reliable supply.	\$636	50%	\$318				
Northwest Rural Tanks and Pump Station	141	4	5500	Northwest Rural Water District	5601254	Install tanks for additional storage in O'Donnell and North End service areas. Upgrade North End pump station.	\$500	25%	\$125				

Northwest Rural Operations Center	142	4	5500	Northwest Rural Water District	5601254	Construct a facility to consolidate the District's operations and administration to one location, including offices, records, SCADA, vehicles, equipment, parts, etc. These are currently spread among multiple locations. DWSRF conditional award 2/17;	\$1,200	25%	\$300				
Opal Water System Upgrades	143	2	96	Opal, Town of	5600835	Water system upgrades to minimize stagnation.	\$520	25%	\$130			X	
Fox Ridge ISD System Upgrades	144	2	100	Fox Ridge I&S District	5601615	Well improvements, pump system upgrades, backup generator, master meter, distribution upgrades.	\$250	50%	\$125				
Grover W&S District Meters	145	2	147	Grover W&S District	5600160	Replace existing meters with new meters including automated meter reading and leak detection system.	\$120	25%	\$30	WC	\$120		
Indian Paintbrush Water District	146	2	150	Indian Paintbrush Water District	5600758	New well, transmission, and storage tank. Install meters on services (currently unmetered). Upgrades also include chlorination, pump station, control valves, controls, emergency generator. DWSRF loan has been made.	\$475	25%	\$118.75				

Spring Creek Well	147	2	400	Spring Creek I&S District	5600811	New well and associated pump, controls, valves, and piping.	\$440	25%	\$110				
Baggs Miscellaneous WTP Improvements	148	2	440	Baggs, Town of	5600058	VFDs on pumps, SCADA programming to automate membrane maintenance washes, permanent emergency generator.	\$500	50%	\$250				
Baggs Well	149	2	440	Baggs, Town of	5600058	Install horizontal collector well or on-land infiltration gallery to provide alternate raw water supply to treatment plant.	\$500	50%	\$250				
Baggs/Dixon Transmission Main	150	2	440	Baggs, Town of	5600058	Transmission main to provide system redundancy and to regionalize the Town of Baggs (5600058) and Town of Dixon (5600059) water treatment plants.	\$5,340	50%	\$2,670				
Cokeville Meters	151	2	535	Cokeville, Town of	5600015	New meters and pits in unmetered areas. Replace old faulty well meters.	\$500	25%	\$125	WC	\$500		
LaBarge Emergency Generator	152	2	551	LaBarge, Town of	5600222	Emergency generator for water treatment plant.	\$150	25%	\$37				

HMR Meters	153	2	580	High Meadow Ranch Water District	5601569	Install meters in currently unmetered system. DWSRF conditional award 4/17; expected to become binding commitment be end of FY2017 or in FY2018.	\$500	25%	\$125	WC	\$500		X
Byron Looping	154	2	593	Byron, Town of	5600008	Waterline looping to eliminate deadends.	\$613	25%	\$153				
Alpine Meters	155	2	828	Alpine, Town of	5600156	Replace existing meters with new meters including automated meter reading and leak detection system.	\$300	25%	\$75	WC	\$300	X	
Upton Well	156	2	1100	Upton, Town of	5600140	New well to replace an old well.	\$1,000	50%	\$500				
Upton Refinance	157	2	1100	Upton, Town of	5600140	Refinance project which originally replaced deteriorated tank.	\$125	50%	\$62				
Pine Bluffs Well Replacement	158	2	1129	Pine Bluffs, Town of	5600040	Replacement well and transmission.	\$800	25%	\$200				
Pine Bluffs Reverse Osmosis	159	2	1129	Pine Bluffs, Town of	5600040	Add reverse osmosis to treat water from some wells which are increasing in nitrate concentration.	\$1,320	25%	\$330				
Pine Bluffs Miscellaneous Upgrades	160	2	1129	Pine Bluffs, Town of	5600040	Main looping and extensions for water quality and pressure improvement. Install hydrants. Install bulk water fill station.	\$175	25%	\$43				

Sundance Looping	161	2	1182	Sundance, Town of	5600055	Waterline looping.	\$250	25%	\$63				
Sundance Wells	162	2	1182	Sundance, Town of	5600055	Rehabilitate/redevelop existing wells.	\$500	25%	\$125				
Saratoga Well Upgrades	163	2	1690	Saratoga, Town of	5600061	Deepen and/or install additional well screens in Well No. 5 to increase capacity and eliminate air problems. Install additional well for increased capacity.	\$300	25%	\$75				
Wright Tank and Chlorination Improvements	164	2	1807	Wright W&S District	5600136	Replace chlorination system in new location for better access. Remove or rehabilitate tank. Associated pipe and valve improvements.	\$1,400	25%	\$350				
Glenrock Transmission	165	2	2576	Glenrock, Town of	5600199	Transmission main improvements to provide more reliable supply to northern part of town.	\$130	50%	\$65				
SAWS Control Valve Upgrades	166	2	3900	Sheridan Area Water Supply JPB	5600052	Replace and/or upgrade aging control valves throughout system.	\$837	25%	\$209			X	
Bridger Valley Transmission	167	2	4320	Bridger Valley JPB	5600757	Install second transmission main to Fort Bridger area for redundancy and increased flow and pressures.	\$768	25%	\$192				
Cody Tank	168	2	9520	Cody, City of	5600207	New tank and transmission.	\$1,200	25%	\$300				

Green River Main Reconfiguration	169	2	12515	Green River, City of	5601181	Upsize and reconfigure water mains to improve balance of flow between tanks.	\$200	0%	\$0				
Gillette Winland Upgrades	170	2	29087	Gillette, City of	5600019	Water system improvements in Winland Industrial Park to bring up to City standards, including looping water lines to improve water quality and flow, and installation of meters, backflow prevention, and shutoff valves on services.	\$424	0%	\$0				
Gillette Lakeway Area Improvements	171	2	29087	Gillette, City of	5600019	Transmission, storage, and pump station improvements to extend Zone 2 to Lakeway area. This will allow switchover of some current Zone 3 areas to be more appropriately served by Zone 2.	\$12,300	0%	\$0				
Gillette Regional Extensions and Connections	172	2	29087	Gillette, City of	5600019	Transmission mains and connections to serve various water districts from the Gillette Regional Water System.	\$5,000	0%	\$0				
GR-RS-SWC JPWB Additional Transmission	173	2	40000	Green River - Rock Springs - Sweetwater Co JPWB	5600050	Parallel/redundant transmission mains to ensure continuous service in critical mains.	\$4,000	0%	\$0				

Cheyenne Water Treatment Upgrades	174	2	59466	Cheyenne, City of	5600011	Install powder activated carbon system at treatment plant. DWSRF loan has been made.	\$250	0%	\$0				
Cheyenne Main Extensions and Upgrades	175	2	59466	Cheyenne, City of	5600011	Extend and upsize major water mains. DWSRF loans have been made.	\$5,000	0%	\$0				
Cheyenne Sherard Hydropower Generator	176	2	59466	Cheyenne, City of	5600011	Install a hydropower generator unit at the Sherard Water Treatment Plant. This will generate power to operate the drinking water treatment plant using the excess head available in the raw water pipeline. DWSRF loan has been made.	\$500	0%	\$0	EC	\$500		
Cheyenne Reservoir Bypass Transmission Mains	177	2	59466	Cheyenne, City of	5600011	Construct transmission lines to bypass Crystal and Granite Reservoirs to allow water to flow directly to Sherard WTP when necessary.	\$2,300	0%	\$0				
Cheyenne Pressure Management	178	2	59466	Cheyenne, City of	5600011	Improvements associated with pressure management plan phase II. This will allow City to better manage pressures within distribution system to reduce main breaks.	\$2,000	0%	\$0				



Central Wyo. Regional Water Alternate Backwash Supply	179	2	60000	Central Wyo Regional Water System	5600009	Provide alternate backwash water supply to allow current supply components to be taken out of service as needed. Includes drain system improvements for existing backwash supply tank. DWSRF loan has been made.	\$500	25%	\$125				
Central Wyo. Reg. WTP Disinfection System Replacement	180	2	60000	Central Wyo Regional Water System	5600009	Install new ultraviolet light disinfection system for groundwater supply treatment.	\$12,000	25%	\$3,000				
Central Wyo. Regional Water Airport Tank	181	2	60000	Central Wyo Regional Water System	5600009	New elevated water storage tank near Natrona County International Airport. New tank overflow would be 30 feet higher than existing to resolve problem of marginal pressure (approximately 35 psi) at airport. New tank would also be only 1 MG volume compare	\$1,200	25%	\$300				
Central Wyo. Reg. SCADA Upgrades	182	2	60000	Central Wyo Regional Water System	5600009	SCADA and PLC system upgrades throughout regional water system.	\$1,700	25%	\$425				
Central Wyo. Reg. Westwind Rd. Transmission Main	183	2	60000	Central Wyo Regional Water System	5600009	Transmission main along Westwind road connecting zones IIA and IIB.	\$5,500	25%	\$1,375				

Central Wyo. Reg. Refinance	184	2	60000	Central Wyo Regional Water System	5600009	Refinance loans that were originally made for major improvements associated with the creation of the regional water system. The regional system was established to consolidate several independent systems to improve their technical, managerial, and financi	\$6,600	25%	\$1,650				
Natrona Airport Utility Master Plan	185	2	75450	Natrona County International Airport Board	5600079	Master planning study to determine existing conditions and determine needed improvements for water, sanitary sewer, and storm sewer utilities. To be funded jointly with CWSRF; \$100k each.	\$100	25%	\$25				
Douglas Water Line Replacement	186	2	6120	Douglas, City of	5600137	Replace old, deteriorated water mains (cross contamination potential).	\$378	25%	\$94				X
Total of projects expected to submit applications in FY2018 or to complete remaining steps on conditional awards by end of FY2017or in FY2018							\$26,650		\$11,544		\$1,300	X	
Total of projects expected to submit applications in FY2018-FY2020							\$32,846		\$41,079		\$1,337		X
Total of all listed projects \$1,000							\$254,009		\$80,240		\$9,130		

## Appendix 2: Ranking Criteria for DWSRF Priority List

SYSTEM/PROJECT NAME \_\_\_\_\_

PWS No. \_\_\_\_\_

### Wyoming Drinking Water State Revolving Fund Ranking System

		Available Points	Points <u>Received</u>
I.	PUBLIC HEALTH ISSUES		
	Points will be awarded for public health concerns that appear to be beyond the control of the water supplier and have occurred in the last four years. Items beyond the control of the water supplier do not include lab error or operator error.		
	A. Outbreak of waterborne disease	100	
	B. Fecal or other pathogen detection which results in a boil order	80	
	C. Positive Coliform results which do not result in a violation	20	
	Public Health Issues Points		
II.	COMPLIANCE ISSUES		
	Points will be awarded for compliance issues that appear to be beyond the control of the water supplier and have occurred in the last four years. Multiple violations within a 12 month period will add 10 points total for categories in A-D below. For example a single microbiological violation receives 40 points. Two or more microbiological violations would result in a maximum point award of 50 points.		
	A. Microbiological violation	40	
	B. Nitrate or nitrite MCL exceedance	25	
	C. Lead and Copper Rule action level exceedance	20	
	D. Turbidity exceedance	20	
	E. Non-compliance with SWTR, ISWTR, ESWTR, GWDR, GWUDI or currently applicable regulation	25	
	F. MCL exceedances of regulated contaminants (not mentioned above)		
	1. 1 contaminant	10	
	2. 2 to 4 contaminants	20	
	3. >4 contaminants	40	
	G. Facility is subject to a compliance issue, enforcement action and/or enforcement referral.	30	
	Compliance Issues Points		

		Available Points	Points Received
III.	SYSTEM DEFICIENCIES		
	Points will be awarded for system deficiencies that may affect public health or the ability to comply with SDWA. Points will be awarded to a project from only one of the three categories below.		
	A. Distribution system		
	1. Distribution system equipment is deteriorated and results in numerous or serious leaks, and/or creates a cross-contamination potential.	20	
	2. Applicable disinfectant residual maintenance requirements are not met.	20	
	3. Project will replace unsafe materials.	10	
	4. Minimum normal operating pressure is not met (35 psi).	5	
	5. Distribution system is inadequate to meet existing demands.	5	
	B. Treatment System		
	1. Treatment system cannot consistently meet log removal requirements and/or turbidity standards.	25	
	2. Treatment system is subject to impending failure or has failed.	25	
	3. The required disinfection systems are not installed or are inadequate.	20	
	4. Treatment system equipment does not meet the requirements of Wyoming Water Quality Rules and Regulations Chapter 12.	10	
	5. System equipment is projected to become inadequate without upgrades within 5 years.	5	
	C. Storage System		
	1. Storage system is subject to impending failure, has failed, cannot be easily cleaned, or subject to contamination.	20	
	2. Applicable contact time requirements cannot be met without an upgrade.	20	
	3. System suffers from low static pressures.	15	
	4. Storage system demand exceeds 90% of storage capacity.	10	
	System Deficiencies Points		

		Available Points	Points Received
IV.	AFFORDABILITY		
	Points will be awarded based on a project's affordability.		
	A. Relative income index: ratio of local annual median household income (AMHI) to the state AMHI.		
	1. < 50%	15	
	2. 50%-70%	10	
	3. 70%-90%	4	
	4. > 90%	1	
	B. Relative water rate index: ratio of expected average annual residential user charge for water services resulting from the project, including costs recovered through special assessments, to the local AMHI.		
	1. > 2.5%	15	
	2. 2.0% to 2.5%	10	
	3. 1.5% to 2.0%	6	
	4. 1.0% to 1.5%	3	
	5. < 1.0%	1	
		Affordability Points	

POINTS AWARDED

Public Health Issues Points \_\_\_\_\_

Compliance Issues Points \_\_\_\_\_

System Deficiencies Points \_\_\_\_\_

Affordability Points \_\_\_\_\_

Total Points \_\_\_\_\_

Population = \_\_\_\_\_

Note: Population will be used in cases of ties. Smaller systems will be given priority.

### **Appendix 3: Summary of Comments and Responses from Public Meeting**

[to be inserted after the meeting is held]



## WYOMING WATER DEVELOPMENT COMMISSION

6920 Yellowtail Road  
Cheyenne, WY 82002

Phone: (307) 777-7626  
[wwdc.state.wy.us](http://wwdc.state.wy.us)

Matthew H. Mead  
Governor

### Commissioners

Nick Bettas	Kellen K. Lancaster
Karen Budd-Falen	Sheridan Little
David Evans	Jeanette Sekan
Gerald E. Geis	Larry Suchor
Clinton W. Glick	Rodney Wagner

Harry C. LaBonde, Jr., P.E.  
Director

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To: [Shawn.killinger@trib.com](mailto:Shawn.killinger@trib.com)  
From: [Katie.talbott@wyo.gov](mailto:Katie.talbott@wyo.gov)

### Legal Notice Ad

Notice of Intent to Receive Public Comment on the Operating Criteria of the Small Water Project Program of the Wyoming Water Development Program

Agency: Wyoming Water Development Commission

Address: 6920 Yellowtail Road, Cheyenne, Wyoming 82002

Agency Contact Person: Jodie Pavlica, Project Manager

Contact Information: email [jodie.pavlica@wyo.gov](mailto:jodie.pavlica@wyo.gov), phone: 307-777-7626

The Water Development Commission is seeking public comment of Operating Criteria of the Small Water Project Program.

A copy of the operating criteria may be obtained at: <http://wwdc.state.wy.us>

- Interested persons may present their views on the existing Small Water Project Operating Criteria by submitting written comments to the Water Development Office at the address above or providing comments via the agency website
- Written comments will be accepted until end of work on July 29, 2017 11:59 p.m.

### OFFICE USE ONLY: DO NOT PUBLISH THESE INSTRUCTIONS

1. Prior to publishing, email a copy of the proof to [Katie.Talbott@wyo.gov](mailto:Katie.Talbott@wyo.gov)
2. After completion of the last publication, submit your invoice with one copy of the ad tear sheet to the Water Development Office at the address above.
3. Publication will be once a week beginning June 15, 2017 and ending June 29, 2017 for a total of **three** publications.

## **Operating Criteria of the Small Water Project Program of the Wyoming Water Development Program**

### **A. Introduction:**

The purpose of the Small Water Project Program (SWPP) is to participate with land management agencies and sponsoring entities in providing incentives for improving watershed condition and function. Projects eligible for SWPP grant funding assistance include the construction or rehabilitation of small reservoirs, wells, pipelines and conveyance facilities, springs, solar platforms, irrigation works, windmills and wetland developments. Projects should improve watershed condition and function and provide benefit for wildlife, livestock and the environment. Projects may provide improved water quality, riparian habitat, habitat for fish and wildlife and address environmental concerns by providing water supplies to support plant and animal species or serve to improve natural resource conditions.

These criteria provide the Wyoming Water Development Commission (WWDC) and the Wyoming Water Development Office (WWDO) with general standards for evaluating and prioritizing applications for funding from the SWPP. In addition, the criteria serve as a tool to coordinate with the public and other state and federal agencies.

### **B. Legal and Institutional Constraints:**

1. Sponsoring Entity: Pursuant to W.S. 99-3-1903(k)(i) and W.S. 99-3-1904(m)(i)<sup>1</sup>, funding is available only to eligible public entities.
2. Eligible public entities are defined by state statute and include conservation districts, watershed improvement districts, water conservancy districts, irrigation districts, municipalities, the Joint Business Council of the Eastern Shoshone and Northern Arapaho Indian Tribes, the Business Council of the Eastern Shoshone Indian tribe, the Business Council of the Northern Arapaho Indian tribe, or other approved assessment districts formed in accordance with Wyoming law.
3. Project Description: Pursuant to W.S. 99-3-1903(k)(iii) and W.S. 99-3-1904(m)(iii), the SWPP may provide for construction or rehabilitation and replacement of small dams, windmills, spring development, pipelines, etc., to impound, develop and convey water for livestock, wildlife, irrigation, environmental and recreational purposes.
4. Project Funding: Pursuant to W.S. 99-3-1903(k)(vii) and 99-3-1904(m)(vii), a small project is a project where estimated construction or rehabilitation costs, permit procurement, construction engineering and project land procurement are one hundred thirty-five thousand dollars (\$135,000.00) or less and where the maximum financial contribution from the commission is thirty-five thousand dollars (\$35,000.00) or less.

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<sup>1</sup> For reference and identification only special statute numbers [appearing in Title "99" of the Wyoming Statutes] have been assigned to selected water projects by the legislative service office.



**C. Small Water Project Program Definitions:**

1. **Small Reservoir:** A small reservoir is any water storage facility up to twenty feet (20') of dam height and twenty acre-feet (20 AF) of capacity.
2. **Well:** A well may be eligible for funding depending on the depth of the well and scope of the project. Projects that propose to drill into unproved aquifers, as determined by the WWDC, may be eligible for the SWPP at the discretion of the WWDC. Discretion of the WWDC will be exercised in cases including but not limited to cases where the applicant is willing to reimburse the WWDC if the well does not meet the minimum requirements of the project in terms of quality and quantity.
3. **Solar Platforms:** Construction of solar platforms may be eligible for funding through the SWPP.
4. **Pipelines and conveyance facilities:** Rehabilitation of existing pipelines or conveyance facilities or construction of new pipelines or conveyance facilities may be eligible for funding through the SWPP.
5. **Springs:** Improving flows of existing springs and installation of collection facilities associated with springs may be eligible for funding through the SWPP.
6. **Wetland Development:** Development of wetlands where multiple benefits accrue may be eligible for funding through the SWPP.
7. **Environmental:** Projects that provide for stream bank stability, water quality improvements, or erosion protection may be eligible for funding through the SWPP.
8. **Irrigation:** Irrigation projects may be eligible for funding through the SWPP.
9. **Windmill:** Rehabilitation of existing windmills or construction of new windmills may be eligible for funding through the SWPP.

**D. Application and Evaluation Process:**

1. Planning for small water projects will be generated by a WWDC watershed study or equivalent as determined by the WWDC.
2. Applications shall be received by January 1 of each calendar year. Applications meeting criteria requirements will be considered during the regularly scheduled WWDC meeting in March. Applications shall include a project application, detailed project description, description of public benefit, outline of financial and technical contributions, project location map, project cost estimates and any letters of authorization or commitment of participation that may be available from other funding sources.

3. Projects that improve watershed condition and function, provide multiple benefits, and meet the funding criteria specified in W.S. 99-3-1903(k)(vii) or W.S. 99-3-1904(m)(vii), as described in B.4 herein, are eligible for consideration.
4. The sponsoring entity will be required to address the WWDC and provide testimony and other additional supporting evidence that justifies SWPP funding whenever the public benefit documentation, as required in W.S. 99-3-1903(k)(viii)(c) and W.S. 99-3-1904(m)(viii)(c), submitted with the application is deemed to be insufficient by the WWDO.
5. In order to establish priorities for both New Development and Rehabilitation projects, and to utilize available program funds effectively and efficiently, it is necessary to develop priorities. A project's priority will be assigned based the projects primary purpose, secondary benefits may be considered at the Commission's discretion. Project priorities in order of preference, are defined as follows.
  - (1.) Source Water Development
  - (2.) Storage
  - (3.) Pipelines, Conveyance Facilities, Solar Platforms, and Windmills
  - (4.) Irrigation
  - (5.) Environmental
6. Projects that have completed the following requirements prior to application will be classified as "Shovel Ready", and may be considered as a funding priority at the Commission's discretion.
  - Permit procurement
  - State and Federal Agency Notifications
  - Land procurement, Right of Way, or Easement Acquisition
  - Have finalized all other financial agreements

To establish completion of the above listed requirements, the project applicant may be asked to submit additional documentation as determined by the Commission at the time of application.

7. In the case of limited funding for this program the WWDC may only fund a portion of the applications submitted by any one Sponsor.
8. The Commission may take into consideration a Sponsor's existing back log of previously funded projects that are not completed, when awarding grants for new projects.

**E. Project Development:**

1. The sponsoring entity shall adhere to design standards for small water projects that are provided by the NRCS, an appropriate land management agency or the State Engineer.
2. Project water rights shall be in good standing with the State of Wyoming prior to construction of the project.
3. If the sponsoring entity initiates the construction process without prior written notification by the Commission, the sponsoring entity shall bear all costs resulting from said action.

**F. Program Expenditures:**

1. Project Description: Projects that develop unused and/or unappropriated water will be considered SWPP New Development Projects and will be funded from SWPP Account I, which is funded by appropriations from Water Development Account I [W.S. 41-2-124(a)(i)]. Projects that improve completed water projects, decrease operation and maintenance costs, and/or improve efficiency of use of existing water supplies will be considered SWPP Rehabilitation Projects and will be funded from SWPP Account II, which is funded by appropriations from Water Development Account II [W.S. 41-2-124(a)(ii)].
2. Project Funding: W.S. 99-3-1903(k)(vii) and W.S. 99-3-1904(m)(vii) as described in B.4 herein, establish the funding limitations for the SWPP.
3. Activities eligible for SWPP funding include design, permit procurement, project land procurement, construction engineering (design and construction inspections), project materials and invoiced contractor expenses. In-kind contributions are only eligible for installation of project materials that were purchased specifically for the project as documented by invoices.
4. Required permits and clearances shall be obtained prior to construction of the project. Copies of the final permits and clearances must be submitted to the WWDO before the WWDO will issue the notice to proceed for construction. WWDC funds may be used as necessary to secure the technical assistance required to complete permitting activities before construction commences.
5. The sponsoring entity shall provide the WWDO an operation and maintenance plan for the estimated life of the project.
6. SWPP funds shall not be used to refinance projects that have already been completed. SWPP funds shall not be used to augment the operating budget of a sponsor or any other entity. Maintenance costs, as determined by the WWDO, are not eligible expenditures under the SWPP. SWPP funding is limited to a one-time construction of a new project or a single rehabilitation of an existing project.

7. A Project Agreement between the WWDC and the sponsoring entity, which documents the roles and responsibilities of the project participants, must be finalized prior to expenditure of SWPP funds. Changes, modifications, revisions or amendments to the Project Agreement may be granted by the WWDC.
8. Construction contractors shall be selected using a competitive bid process.
9. Upon project completion, WWDC funds will be disbursed when a certified bill is received from the sponsoring entity including statement of completion, before and after photographs, project longitude/latitude coordinates and the affidavit of publication documenting the required notices of final settlement were published pursuant to W.S. 16-6-116.
10. If the sponsoring entity submits a certified bill, WWDC funds can be disbursed for a component of a project upon receipt of a certification by the project engineer that the component provides a beneficial use and functions in the manner intended. Retainage on the cost of the component may be held until conditions described in F.9 are met.
11. Upon receipt of WWDC funds, the sponsoring entity shall promptly pay outstanding obligations.
12. Unexpended funds allocated under the Project Agreement will revert to SWPP Account I or SWPP Account II, as appropriate, upon the expiration date of the Project Agreement. Expiration dates may be extended in writing by the WWDC.

**2017 WWDC/SWC MEETING SCHEDULE**  
(Revised – June 2017)

<u>Date</u>	<u>Day</u>	<u>Program Item</u>
<hr/>		
<b><u>AUGUST</u></b>		
August 23-25, 2017	Wed-Fri	WWDC/SWC Workshop/Summer Tour/ Meeting (Green River, WY)
<hr/>		
<b><u>NOVEMBER</u></b>		
November 1, 2017	Wed	WWDC/SWC Workshop (Casper)
November 2-3, 2017	Thurs-Fri	WWDC/SWC Joint Meeting (Preliminary Funding Recs) (Casper)
<hr/>		