

**CONTRACT**  
**BETWEEN THE WYOMING WATER DEVELOPMENT COMMISSION AND**  
**THE TOWN OF COKEVILLE**  
**GROUNDWATER EXPLORATION GRANT**  
**CONTRACT NO. \_\_\_\_\_**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission [Commission], 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Town of Cokeville, Wyoming [Sponsor], whose address is: 110 Pine Street, P.O. Box 99, Cokeville, Wyoming 83114.
2. **Purpose of Contract.** The purpose of this Contract is for the Commission to fund the Sponsor with Ground Water Exploration Grant program monies, as provided by Wyo. Stat. § 41-2-119, in order to acquire certain technical, professional, or contract services as required to construct a new public water system well and to delegate to the Wyoming Water Development Office [Office], through its Director or his designee, the authority to administer this contract.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of this Contract is from the Effective Date through January 31, 2024. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

If the Sponsor 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 Sponsor may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

4. **Payment.**

- A. **Reimbursement of Expenses.** The Commission agrees to pay the Sponsor an amount equal to seventy-five (75%) maximum of total original invoices provided 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-six thousand, five hundred twenty-five dollars (\$276,525).

The Contract total amount is controlling. Payment shall be made directly to the Sponsor. The Sponsor shall maintain hourly records of time worked by its personnel. 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 Sponsor 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.

- B. Billing Procedures.** The Commission shall pay the Sponsor 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.
- C. Money Withheld.** When the Commission has reasonable grounds for believing that the Sponsor 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 Sponsor 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.X. 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.
- D. 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.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

**5. Responsibilities of Sponsor.**

- A. Scope of Services.** The Sponsor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A. If there is any conflict between this Contract and the provisions of the specific requirements of Attachment A, the terms of this Contract shall prevail.
- B. Personnel.** All of the services required hereunder will be performed by the Sponsor or under its supervision, and all personnel engaged by consultants or contractors 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. Permits, Access, Environmental Clearances, Reclamation.** Permits, access or right-of-way agreements, and environmental clearances as needed prior to construction and testing activities described in Attachment A shall be acquired by

the Sponsor only, and the Sponsor shall not enter the WWDC as a co-applicant, nor party, nor co-signer in necessary filings. Following construction and testing activities, the Sponsor shall be responsible for construction site reclamation as required by landowner agreement(s).

**D. Contracts**

(i) **Approval Required for Contracts.** The Sponsor shall submit a list of the proposed consultants, contractors, and subcontractors; the scope and extent of each subcontract; and the dollar amount of each subcontract subsequent to Contract execution to the Office for approval. During the performance of the Contract, substitutions in or additions to such contracts, associates, or subcontracts will be subject to the prior approval of the Office. Approval of subcontractors will not relieve the Sponsor from any responsibilities outlined in this Contract. The Sponsor shall be responsible for the actions of the consultants, contractors, and subcontractors.

(ii) **Billings for Contractors.** Billings for consultants, contractors, or subcontract services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Sponsor. Subcontract costs will be documented by attaching subcontractor billings to the Sponsor's billing submittals. Contractors will utilize billing forms provided by the Office, or alternate forms if approved in advance by the Office project manager.

(iii) **Copies of Contracts.** The Sponsor shall provide to the Commission copies of each consultant or contractor contract immediately following execution with the contractor. All contracts between the Sponsor and a consultant or contractor 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 contract entered between the Sponsor and a consultant or contractor.

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

**F. Presentation of Data.** The Sponsor 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.

**G. Draft of Final Report.** The Sponsor 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 Sponsor as soon as practicable. The Sponsor will address the comments of the Commission in the final report.

- H. 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.
- I. 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 Sponsor writes or uses a computer program or spreadsheet as a part of this project, the Sponsor shall submit to the Office 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 Sponsor to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Sponsor to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

## **6. Responsibilities of the Commission.**

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Sponsor's obligation to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Commission's policies and decisions with respect to services covered by this Contract.
- B. Data to be Furnished to the Sponsor.** 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 Sponsor without charge and the Office shall cooperate with the Sponsor 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 Sponsor 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 projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sponsor, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. **Monitor Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Sponsor consultants and contractors in every phase of performance of Contract related work.
- D. **Kickbacks.** The Sponsor 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 Sponsor breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The

Sponsor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.

- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Sponsor shall cooperate fully with other contractors and the Commission in all such cases.
- G. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and any other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by the Commission for its release. If and when the Sponsor receives a request for information subject to this Contract, the Sponsor shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Commission.
- I. Conflicts of Interest.**
- (i) Sponsor's consultant(s) or contractor(s) 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. Sponsor shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Sponsor'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 Sponsor shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Sponsor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- J. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, and Attachment A, consisting of fifteen (15) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Sponsor 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 Sponsor's actions.
- L. 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.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor 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 Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole

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

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

Commission: George Moser, [george.moser1@wyo.gov](mailto:george.moser1@wyo.gov), 307-777-7626.

Sponsor: Jody Harmon, [tocclerk@allwest.net](mailto:tocclerk@allwest.net), 307-279-3227.

- P. Ownership and Return of Documents and Information.** The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Sponsor 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 Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**S. Insurance Requirements.**

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



- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Sponsor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against the Sponsor's Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Sponsor's Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Sponsor's Consultant, such insurance in the name of the Sponsor's Consultant or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Sponsor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.

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

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

The Sponsor's Consultant shall provide the Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by the Sponsor's Consultant through the Wyoming Department of Workforce Services' workers' compensation program, The Sponsor's Consultant shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

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

- (iii) **Unemployment Insurance.** The Sponsor's Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Sponsor's Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) **Automobile Liability Insurance.** Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) **Professional Liability or Errors and Omissions Liability Insurance.** Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Sponsor's Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

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

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

- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and the Sponsor expressly reserves 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. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Sponsor's Consultant's and contractors 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.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Sponsor fails to perform in accordance with the terms of this Contract.
- Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Sponsor of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

**WYOMING WATER DEVELOPMENT COMMISSION:**

|                         |      |
|-------------------------|------|
| Clinton Glick, Chairman | Date |
|-------------------------|------|

|                                  |      |
|----------------------------------|------|
| Ronald E. Kailey, Jr., Secretary | Date |
|----------------------------------|------|

**TOWN OF COKEVILLE:**

|                   |      |
|-------------------|------|
| Rose Arndt, Mayor | Date |
|-------------------|------|

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

|   |      |
|---|------|
| Megan Pope, Senior Assistant Attorney General | Date |
|---|------|

**WYOMING WATER DEVELOPMENT COMMISSION  
GROUNDWATER EXPLORATION PROGRAM**

**ATTACHMENT A  
SCOPE OF SERVICES**

**A. AUTHORIZATION:**

The Wyoming Legislature has authorized the Water Development Commission to Contract with Sponsors (cities, towns, water & sewer districts, and improvement & service districts) in Wyoming for exploration for and feasibility studies of the use of underground water for municipal and domestic purposes, not to exceed four hundred thousand dollars (\$400,000) per project. Any Sponsor participating in the program must provide at least twenty-five percent (25%) of the cost of the project from its own funds.

**B. PROJECT REQUIREMENTS**

1. Selection of a consultant or contract services by the Sponsor:

The Commission advises that municipalities and Sponsors contract with one firm to be responsible for all phases of the project. The firm selected by the Sponsor, and all proposed sub-consultants and subcontractors for drilling, logging, pump testing, water quality analysis and other supportive services, must be submitted to WWDC for review and approval prior to subcontract execution. Work performed under this Contract must be supervised by A WYOMING-LICENSED PROFESSIONAL ENGINEER OR A WYOMING-LICENSED PROFESSIONAL GEOLOGIST.

The Sponsor shall promote and ensure that responsible Wyoming contractors and residents receive employment on public works projects as set forth under Wyoming preference laws, W.S. §16-6-102, W.S. §16-6-203, W.S. §16-6-1001.

The Sponsor is responsible for ensuring that all appropriate work items and conditions contained in this Contract and its exhibits and attachments are contained in the technical specifications used by the Sponsor in the selection of a drilling contractor. The Sponsor must also ensure that such items and conditions are contained in the performance Contract between the Sponsor and its contractor. Work performed under said contract must be conducted by a WYOMING-LICENSED WATER WELL CONTRACTOR. The Commission requires utilization of a competitive public bidding process to select the well construction contract services.

## 2. Monthly Progress Reports and Billing Statements

The Sponsor shall submit a brief monthly progress report outlining the study status, progress, and results to date. The progress report shall be submitted on or before the last working day of the month.

The 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.

## 3. Computer Models, Statement of Assumptions, Project Work File

- a. If the Sponsor (or its Consultant) writes or uses a computer model or spreadsheet as a part of this project, the Sponsor shall submit to the WWDC for approval all proposed model names and data formats prior to beginning work on that task. All data shall be submitted to WWDC in written and magnetic forms with the final report. Magnetic disks shall be labeled by the Sponsor to provide sufficient detail to access the information on the disks. User manuals shall be submitted by the Sponsor to WWDC providing complete documentation of computer models developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the model(s). The computer models and spreadsheets (written and magnetic forms) are due on the same date as the final report which contains the information generated by the model.
- b. To facilitate the Commission's accurate evaluation of the Sponsor's work product, computations, conclusions, and recommendations, the Sponsor shall:
  - (i) Include in the final report a section describing the assumptions and methodology used by the Sponsor in generating the data and conclusions contained in the report.
  - (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 Sponsor 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 Sponsor to reach the conclusions described in the final report. The project notebook shall be submitted with the final report.

4. Cost Estimates

The Sponsor shall provide, as a part of project cost estimates, an estimate of:

- a. The cost to prepare final plans and specifications.
- b. The cost to acquire permits and to mitigate project impacts.
- c. The cost of project legal expenses.
- d. The cost of acquiring access and rights-of-way.

5. Calculation of Engineering Costs and Contingencies

The Sponsor shall use the following guidelines in calculating final cost estimates.

**WWDC ELIGIBLE PROJECT COSTS**

**CONSTRUCTION COSTS**

|  |          |          |
|--|----------|----------|
| Itemized Cost of Each Project Component                              | \$ _____ |          |
|  | \$ _____ |          |
|  | \$ _____ |          |
|  | \$ _____ |          |
| Cost of Project Components TOTAL<br>(subtotal #1)                    |          | \$ _____ |
| Construction Engineering Cost (subtotal #1 x 10%)                    |          | \$ _____ |
| Components + Construction Engineering Costs<br>(subtotal #2)         |          | \$ _____ |
| Contingency (subtotal #2 x 15%)                                      |          | \$ _____ |
| Construction Cost Total (subtotal #2 + Contingency)<br>(subtotal #3) |          | \$ _____ |

**PRE-CONSTRUCTION COSTS**

|   |          |
|---|----------|
| Preparation of Final Designs & Specifications (subtotal #1 x 10%) | \$ _____ |
| Permitting and Mitigation   | \$ _____ |
| Legal Fees (Title of Opinion Only)                                | \$ _____ |
| Acquisition of Access and Rights of Way                           | \$ _____ |
| Pre-construction Costs Total<br>(subtotal #4)                     | \$ _____ |



**TOTAL WWDC Eligible PROJECT COST**

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

**WWDC INELIGIBLE PROJECT COSTS**

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

**TOTAL PROJECT COST**

Total Project Cost (subtotal #5 + subtotal #6) \$ \_\_\_\_\_

**MATERIALS ONLY TOTAL**

Materials Only Total Project Cost ((Subtotal #1 + (Subtotal #1 x 10%))  
 \$ \_\_\_\_\_

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

6. Stand-By Time

The WWDC will not reimburse the Sponsor for stand-by time charges for either their own or their consultants or supervisory personnel.

7. Well Permitting

An approved permit to appropriate groundwater shall be obtained from the State Engineer prior to commencing construction on any well. The Sponsor shall be responsible for obtaining the permit. The Sponsor shall consult with the Groundwater Division of the Wyoming State Engineer's Office (SEO) prior to the initiation of well siting studies, and shall abide by SEO rules and regulations concerning well siting and construction.

The Sponsor shall comply with all provisions of the Wyoming Department of Environmental Quality – Water Quality Division Rules and Regulations regarding a permit to construct for construction of source wells supplying public water supply systems.

For pump testing purposes that may be required herein, The Sponsor shall obtain, from WDEQ-WQD, a National Pollution Discharge Elimination System (NPDES) permit as required under the federal Clean Water Act (CWA) for pump tests of water wells.

8. Verification Log

After all casing has been installed in the well, the WWDC 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.

9. Final Report

The Sponsor shall use the Contract Scope of Services as the outline for draft and final reports so that 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 WYOMING-LICENSED PROFESSIONAL ENGINEER. 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 WYOMING-LICENSED PROFESSIONAL GEOLOGIST. 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 WYOMING-LICENSED PROFESSIONAL ENGINEER AND A WYOMING-LICENSED PROFESSIONAL GEOLOGIST.

10. Final Report - Digital Format

In addition to the paper submittal described in Section B.9 above, the Consultant shall also provide the final documents and related materials in a digital format. This digital format shall contain the final documents in their entirety, including all text, tables, plates, figures, etc. This digital report shall be contained on CD/DVD(s), USB drive(s), or other media as approved by the Office project manager, and shall be in Searchable Image Adobe Acrobat format. The final documents will also be provided fully assembled into one file, in a complete "internet ready" digital format to facilitate their distribution via the WWDC website.

11. Anticipated Project Funding Assistance

The Sponsor shall clearly identify project components eligible for Commission funding, both in cost estimates and in project mapping. The Sponsor 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 Sponsor 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 Sponsor 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.

## **C. SCOPE OF SERVICES**

### **1. Project Meetings**

A meeting shall be held early in the project schedule to assure the affected parties (Sponsor, WWDC Project Manager, consultants, contractors, etc.) have a common understanding of the scope of the project. One additional meeting may be scheduled at the discretion of the WWDC project manager depending on developments during the Project. One meeting may be held at the conclusion of the Project to present the results to the Sponsor Council. In the interest of economy, meetings shall be scheduled to coincide with fieldwork if possible. The Sponsor shall notify the WWDC project manager in advance of any meetings regarding conduct of the project.

### **2. Production Well Siting, ROW Acquisition, Permitting, Drilling, Completion and Testing**

- a. The Sponsor shall prepare a plan for determining the feasibility of using the selected groundwater source as a public water supply. This plan shall include a siting study for emplacement of a new public water supply (PWS) source well that includes well location alternatives and a preferred alternative site selection. The Sponsor shall acquire access permits and execute access/ROW/easement agreements and environmental clearances as needed to allow for drilling and completion of a public water supply well.
- b. The Sponsor shall acquire all permits necessary from oversight agencies (e.g. Wyoming State Engineer's Office, Wyoming Department of Environmental Quality – Water Quality Division) to drill and test a new PWS well for the Sponsor.
- c. The Sponsor shall conduct a public bidding process, in accordance with State of Wyoming statutes, for selection from interested contractors to perform the well construction services required herein. The Sponsor shall analyze the bids received and select a contractor, after coordination with the WWDC project manager.

- d. Consultant Services during Well Construction, Aquifer Testing
- (i) The Consultant shall serve as the Sponsor's representative at the construction site during the construction process. The Consultant shall ensure 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.
  - (ii) 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.
  - (iii) 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 with increasing well depth.
  - 9) Total depth of completed well.
  - 10) Any and all other pertinent information for a complete and accurate log.
- (iv) 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 WWDC project manager upon completion of the project.

(v) Pump testing of well:

After completion and isolation of the aquifer to be tested has been ensured, 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 ninety-eight percent (98%) of its original SWL before aquifer testing begins. All aquifer testing activities shall be supervised by a Wyoming-licensed Professional Geologist.

1) Step test:

Water-level monitoring 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 the pumping rate be set at twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one-hundred percent (100%), and one-hundred fifty percent (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 12, 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, a constant-rate discharge (rate determined by the Consultant based on the step test) 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 WWDC 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-rate discharge test, recovery shall be monitored until the well has recovered to ninety-eight percent (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 one (1), five (5), ten (10), and twenty (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.

(vi) Testing of Flowing Well:

After completion and isolation of the aquifer to be tested has been ensured 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 ninety-eight percent (98%) of its original shut-in pressure before 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 discharge be set at twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), and one-hundred (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 ninety eight percent (98%) 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.

### 3. Water Quality, Water Treatment,

For each aquifer on which a test is conducted, the following shall be performed by the Consultant:

- 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:
  - i. Midway through the first test.
  - ii. 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)
  - . Haloacetic acids (HAA5)
  - . Total Organic Carbon (TOC)
  - . Chloramines
- Total Suspended Solids (TSS)

#### Turbidity

- . 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.

#### 4. Deliverables

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 15, 2023. Two USB drives containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) USB drive(s) 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 USB drive shall have a hard copy table of contents attached.

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 15, 2023. These final documents and materials shall include: 1) Fifteen (15) hard copies of the final report.

Six (6) CD/DVD(s) or USB drive 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 or USB drive shall have a hard copy table of contents attached.

Additionally, two (2) USB drive copies containing the final report in both Microsoft Word and Searchable Image Adobe Acrobat (pdf) formats will be provided. The digital reports will be completely assembled, contained in one Word file and one Acrobat file for each report, and will be the same version as the hard copies. The USB drives shall also contain the project digital files in their original format (Word, Cad, Excel). Each USB drive shall have a hard copy table of contents attached.

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report.

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