

**Select Water Committee
Cheyenne, WY
March 9, 2022**

*Please add the items below to the SWC agenda on behalf of the Water Development Office.
These items will also be included in an E-Notebook sent separately.

1. 2022 Level I and II Planning Project Contracts (A)

Level I Projects – New Development (B)

- Clarks Fork/Upper Shoshone Watershed Study
- Dayton Water Master Plan
- Riverton Regional Water Master Plan

Level II Projects – New Development (C)

- LaGrange Groundwater Supply & Improvements
- Pavillion Groundwater Supply

Level I Projects – Rehabilitation (D)

- West Afton/Nield String Master Plan

Level II Projects – Rehabilitation (E)

- Dowlin Diversion Rehabilitation

2. Small Water Project Program – Funding Applications (F)

- 74 Projects

3. 2022 Construction Project Agreements – Account I (G)

- Crystal Bypass Pipeline 2022
- Evanston Transmission Pipeline 2022
- Gillette Regional Extensions Phase VI 2022
- NRWD Improvements 2022

4. 2022 Construction Project Agreements – Account II (H)

- Big Horn Canal Adobe Check Structure 2022
- Cottonwood Irrigation District Pipeline Replacement 2022
- Deaver ID Rehabilitation 2022
- Dry Creek Irrigation District Pipeline Replacement 2022
- Goshen ID 29.4 Pipeline Project Phase II 2022
- Goshen ID Tunnel Rehabilitation 2022
- Highland Hanover ID System Improvements 2022
- Lovell Moncur Lateral Phase II Rehabilitation
- Owl Creek Irrigation District System Improvements

5. 2022 Construction Project Amendments (I)

- Laramie Valley Diversion Structure 2020

- 6. Construction Contingency Funds(J)**
 - Eden Valley Irrigation & Drainage District – 2 Projects
 - Shell Valley Watershed Improvement District – Leavitt Reservoir Expansion Project
- 7. 2022 Summer Tour/Meeting – Afton, WY – August 17-19, 2022**

Level I and Level II Planning Project Contracts

Level I Projects

New Development

**CLARKS FORK/UPPER SHOSHONE 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 Trihydro Corporation, 1252 Commerce Drive, Laramie, WY 82070.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2024. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed three hundred ninety-five thousand, eight hundred and eighty dollars (\$395,880.00).
 - 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	\$ 30,950.00
2. Review of Background Information	\$ 12,950.00
3. Inventory and Descriptions	\$ 161,500.00
4. Streamflow Hydrology	\$ 33,170.00
5. Management and Rehabilitation Plan	\$ 71,540.00
6. Cost Estimates	\$ 8,700.00
7. Economic Analysis	\$ 6,000.00
8. Permits	\$ 4,920.00
9. Discretionary Task	\$ 15,000.00
10. Draft Report	\$ 34,650.00
11. Report Presentations	\$ 4,700.00
12. Final Report and Deliverables	\$ 11,800.00
TOTAL PROJECT COST	\$ 395,880.00

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

- C. Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
 - (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.
 - (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

- D. Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

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

- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.
- D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.
- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts.

- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
- (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

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

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

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

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit

or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- K. Entirety of Contract.** This Contract, consisting of fourteen (14) pages; Attachment A, consisting of twenty-eight (28) pages; and Attachment B, consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- L. Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.
- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee

of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.

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

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

Commission/Office: Mike Robertson, mike.robertson1@wyo.gov, (307) 777-7626.
Consultant: Scott Lee, slee@trihydro.com, (307) 745-7474.

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

S. Ownership and Return of Documents and Information. The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for

any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.

- T. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
 - (i)** During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii)** All policies shall be primary over any insurance or self-insurance program carried by the Consultant or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii)** The Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

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

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

workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

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

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

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

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

- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Consultant of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

TRIHYDRO CORPORATION:

George E. Mathes III, P.E., Senior Vice President
Employer ID #83-0272860

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location: This study will focus on the Clarks Fork and Upper Shoshone River watershed, which drains a large portion of the Big Horn Basin in NW Wyoming. The proposed study is located in Park County, includes the towns of Cody and Powell and Buffalo Bill Reservoirs and covers approximately 2,300,000 acres. The Shoshone River system has numerous tributaries such as North Fork Shoshone River, South Fork Shoshone River, Bitter Creek, Trail Creek, Sulphur Creek, Sage Creek, and Deer Creek. The Clarks Fork River system, the tributaries include Bennett Creek, Bear Creek, and Sunlight Creek. The watershed study area will include only those portions of the watershed located within the State of Wyoming.
2. Purpose: To perform a Level I study for the Clarks Fork and Upper Shoshone River watershed.
3. History: The Cody and Powell-Clarks Fork Conservation Districts requested a watershed study to evaluate current watershed function and irrigation diversion/conveyance systems in order to identify opportunities to assist landowners (and irrigation districts in the process) in water developments that convey water more efficiently and reduce excess bacteria, nutrients, and sediment loading into nearby waters. TMDLs and a sediment watershed plan have been developed to address bacteria and sediment loading in the project area. Identifying specific projects to remediate those water quality issues while improving water quantity is a high priority for both districts. There is a need to evaluate the management of water developments from the perspective of improving system efficiency while ensuring the timing and duration of waters received by downstream users is not considerably disrupted. There is also a need to evaluate the benefits of pursuing funding to conduct return flow studies in the project area.

The study will provide an inventory of physical, biological, and built systems within the watershed. Watershed studies evaluate water infrastructure and water storage systems for enlargement and rehabilitation, assess current condition of wetlands and riparian areas within the drainage, and provide geomorphic classification. This

information will provide baseline information from which the Districts can pursue implementation of management practices that address the natural resource issues within the drainage.

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

C. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

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

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

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

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

b. If the Consultant develops, collects, and/or uses GIS data as a part of this project, the Consultant shall do so in accordance with the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at <https://water.geospatialhub.org/pages/wwdc-gis-standards>. A webinar on required GIS Standards, hosted by WWDC and WRDS, will be available following consultant selection and is strongly recommended.

The Consultant shall adhere to the following GIS standards:

(i) **FEATURE MAPPING.** The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. In certain circumstances, the consultant may need to provide a second set of core data in a format for the benefit of the project sponsor. This would occur when a project sponsor already has GIS data in a format that differs from the Commission format, or when an alternative format would provide more benefit to the sponsor than the Commission format (e.g., a different coordinate system, or database structure). In these situations, the consultant will provide core GIS data using the Geodatabase template, and a second core GIS dataset in the format that meets the needs of the project sponsor. Auxiliary data sets, include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.

(ii) **FORMATS and STANDARDS.** Metadata are required for the geodatabase file, each included feature class (including those obtained from another source) and for each newly created feature. Metadata shall be completed in accordance with the GIS Standards Technical Memorandum. A detailed example for feature class metadata is provided in the GIS Standards Technical Memorandum and included in the Geodatabase Templates. This includes required information and default language, where appropriate, for each of the five metadata sections. Feature-level metadata requirements are also described in the Memorandum. Codes or values used in attribute fields, which are not included as part of the core data templates, shall be defined in the metadata. GIS data shall be saved in a Decimal Degree Coordinate system with a NAD83 datum, specifically “GCS_North_American_1983,” as indicated in the GIS Standards Technical Memorandum. In addition to the Project geodatabase(s) and map file(s), GIS deliverables may also include linked nonspatial data/databases

(.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Core data shall be delivered within the Geodatabase Template. Auxiliary data can be provided as .shp files and metadata are required.

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

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

- (i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.
- (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
- (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

Itemized Cost of Each Project Component	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
Cost of Project Components TOTAL (subtotal #1)		\$ _____

Construction Engineering Cost (subtotal #1 x 10%) \$ _____
 Components + Construction Engineering Costs \$ _____
 (subtotal #2)

Contingency (subtotal #2 x 15%) \$ _____
 Construction Cost Total (subtotal #2 + Contingency) \$ _____
 (subtotal #3)

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (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.

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

Task 1. Scoping and Project Meetings

Two scoping meetings shall be held early in the project schedule in the Cody and Powell portions of the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from all affected parties. The Consultant shall prepare all presentation material, including maps and other visual aids as necessary, to explain the project. The scoping meeting should be held after the Consultant has thoroughly reviewed all background information as described in Task 2. The meeting location and time shall be coordinated with the Sponsor and Office project manager.

Public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of three (3) public project meetings in the study area. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices and needed materials and prepare the meeting record. Meetings should be scheduled to

coincide with fieldwork whenever possible. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study; regular communication with both the Sponsor and Office project manager is very important.

The Consultant shall assist the Sponsor with public participation in terms of meetings and outreach that communicates the nature, status, and findings of this study. During the study, public outreach shall also occur as needed for information gathering and to help identify WWDC Small Water Projects and other WWDC water development opportunities. Public participation meetings and outreach are anticipated to involve local landowners, stakeholders, agencies, organizations, representatives of land management activities, and any other interested parties. Outreach may take the form of flyers, postcards, postings, newspaper advertisements, mailings, attendance at District Board meetings, etc. The Consultant will develop a 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. The consultant will communicate with the Sponsor to ensure that all relevant background data sources are acquired. 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.

Task 3. Inventory and Descriptions

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

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

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

Analyses: Analyses may be required on various watershed topics as agreed upon during the course of this study by the Consultant and the Office project manager. The intention of these analyses is to further refine the acquired information and formulate conclusions necessary to achieve the objectives of this study and subsequent preparation of a watershed plan and project recommendations. All analyses shall be conducted to the degree necessary to suit the nature of the topic and documented within the final report to fully support any conclusions, plans, or recommendations that are reached. Furthermore, the Consultant should remain cognizant of any previously analyzed topics and avoid duplicating work efforts.

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

Systems	Categories	Topics
A. Physical Systems	(I) Surface Water	a. Hydrography*
		b. Water Quality
		c. Flooding and Runoff
	(II) Geomorphology	a. Stream Classification*
		b. Channel Structure and Stream Stability
		c. Sediment Transport
	(III) Groundwater	a. Hydrogeology
		b. Aquifers and Springs
		c. Groundwater Use, Base Flow, and Recharge
	(IV) Geology	a. Topography
		b. Soils
		c. Bedrock
	(V) Climate	a. Precipitation, Temperature, Climate Zones
B. Biological Systems	(I) Fish and Wildlife	a. Fisheries
		b. Wildlife Habitat, Game, and Sensitive Species (Plant and Animal)
		c. Sage Grouse
	(II) Land Cover	a. Riparian Areas
		b. Wetlands
		c. Vegetation and Plant Communities
C. Anthropogenic Systems	(I) Agricultural Water Use	a. Irrigated Lands*
		b. Irrigation Systems*
	(II) Domestic Water Use	a. Potable Water Systems*
	(III) Water Storage	a. Reservoirs*
		b. Upland Water Storage*
	(IV) Land	a. Land Use
		b. Land Ownership
		c. Land Management and Upland Water Resources
		d. Cultural Resources

*GIS layer associated with WWDO core data schema.

A. Physical Systems

The Physical Systems within the watershed shall be cataloged as outlined below with respect to the following categories: Surface Water; Geomorphology; 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. Hydrographic features within the watershed shall be identified, mapped, and described.

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

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

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

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

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

(II) Geomorphology

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

- a. Stream Classification: The stream systems within the watershed shall be classified using a 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. Willwood working groups’ efforts should be considered as part of this task. Mapping based on existing erosion areas and potential (based on soils, slope, vegetation cover, precipitation, etc) erosion areas is required. This should also include 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. BMPs for the management of sediment should be identified with discussion of effectiveness.

Deliverables for all topics under the Geomorphology category shall consist of a written description and any newly developed GIS data shall comply with the WWDO GIS

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

(III) 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 (<https://sales.wsgs.wyo.gov/wyoming-state-geological-survey-statewide-groundwater-baseflow-study/>).

Deliverables for all topics under the Groundwater category shall consist of written descriptions. Existing GIS materials shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data. Applicable analyses and respective conclusions will be fully documented within the final report.

(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), such as SuiteWater, 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, direct download from WGFD open data website) from WGFD of seasonal ranges and migration corridors for big game species as well as critical habitat and birthing areas. Also, the Wyoming Natural Diversity Database (WYNDD) may list many non-game species of concern that may be present within the study area, including fish, birds, amphibians, mollusks, mammals, and reptiles. A review of literature should be conducted to compile information on wildlife habitat distribution, sensitive, and endangered plant and animal species. The WYNDD should be queried to generate a list of Species of Concern that have been categorized as rare, endemic, disjunct, threatened or otherwise biologically sensitive in the watershed. In addition, species from the BLM or USFS Sensitive Species list will be identified. The most current iterations of the WGFD mapped seasonal, crucial, parturition, migration corridor and migration barrier mapping may be acquired and presented.
- c. Sage Grouse: The Consultant shall describe and map the Greater Sage Grouse core area as recognized by WGFD. The Greater Sage Grouse is considered a species of concern and requires additional management consideration throughout the state. Greater Sage Grouse Core Area Mapping and applicable stipulation buffers as defined by Executive Order 2019-3 will be presented.

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

(II) Land Cover

For the Land Cover inventory, describe the influence of land cover on the hydrologic systems and its current conditions. Data may be compiled from the National Land Cover Dataset (NLCD), National GAP Analysis Program (GAP), Landscape Fire and Resource Management Planning Tools (LANDFIRE), and

other sources as applicable. Overall, the Consultant shall describe the roles of riparian areas, wetlands, vegetation, and plant communities in enhancing water quality, reducing flood impact, streambank stabilization, and mitigating erosion activity and sediment transport. Topics and deliverables under the Land Cover category are envisioned to consist of the following:

- a. Riparian Areas: The Consultant shall describe and map riparian zones within the watershed. Riparian plant and animal communities should be documented using any available data sources. All riparian features within the watershed should be characterized according to their existing conditions and relative abundance within the watershed. Generally describe the role of riparian areas in influencing the chemical, physical, and biological integrity of the watershed.
- b. Wetlands: The Consultant shall map the existing wetlands within the watershed utilizing the National Wetlands Inventory (NWI) created by the USFWS and supplemented with any other available data sources. Generally describe the role of wetlands in influencing the chemical, physical, and biological integrity of the watershed.
- c. Vegetation and Plant Communities: Existing vegetative cover within the study area shall be assessed and mapped using available data sources such as LANDFIRE datasets to help describe existing vegetation types, existing canopy cover, and existing vegetation height. Describe the collective plant life within the study area and discuss how regional climate affects types of plants that survive within the plant community. Vegetation features should be characterized according to their existing conditions and relative abundance within the watershed. Generally describe the role of vegetation and plant communities in influencing the chemical, physical, and biological integrity of the watershed.

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

C. Anthropogenic Systems

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

(I) Agricultural Water Use

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

- a. Irrigated Lands: The Consultant shall gather, review, and describe available irrigated lands mapping and then further evaluate, map, and describe significant changes in irrigated lands by using aerial photos or other remotely sensed data as applicable. In areas with significant changes, irrigated lands should be identified, mapped, and the irrigation method described according to center pivot, flooding, or other methods. The Consultant shall identify the hydrologic conditions (dry, average, or wet year) to associate with the irrigated lands mapping generated in this task. Methods to classify the dry, average, and wet years may be as defined in WWDC River Basin Plans or proposed by the Consultant.
- b. Irrigation Systems: Irrigation water systems within the watershed will be described and mapped. Mapping should include diversions (greater than 2 cfs or as directed by the Office project manager) and their main conveyance systems (ditches, pipelines, etc.) for irrigation systems. Points of diversions and scanned plat maps of ditch locations and names may be sourced from water rights data obtained from the WSEO e-Permit system and its online plat viewer. ePermit conversion tools for initial plotting of diversions may be useful for mapping irrigation systems, this tool is documented in the WWDO GIS Standards Technical Memo and available on the WWDC's website. Where applicable, the Consultant may utilize diversion records obtained from annual hydrographer records and the SEO Realtime Streamflow Data website (seoflow.wyo.gov). Reservoirs and wells that supply irrigation districts will be identified on the map. Trans-watershed diversions shall be identified, mapped, and quantified in the report.

Based upon meetings with the Sponsor, stakeholders, and landowners, the Consultant may identify existing smaller irrigation systems and conduct subsequent evaluations. The Consultant shall acquire information necessary to ascertain any rehabilitation that may relate to improving water delivery along with annual or seasonal shortages of water supply or irrigation water delivery issues. Evaluations may define existing issues with water supply, erosion,

conveyance losses, seepage, etc. Features such as headgates, diversion structures, and conveyance methods should be evaluated and mapped in the field as needed. Opportunities to improve diversion methods and reduce maintenance through the installation of grade control structures, channel stabilization efforts, or other in-stream improvements shall be identified.

Deliverables for Agricultural Water Use topics shall consist of written descriptions. Any newly developed GIS data shall comply with the WWDO GIS Technical Standards specified in Attachment “A”, Section C Project Requirements, item #2. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data. Applicable analyses and respective conclusions will be fully documented within the final report.

(II) Domestic Water Use

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

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

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

(III) Water Storage

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

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

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

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

- b. Upland Water Storage: Existing wildlife and livestock water sources and storage facilities, including but not limited to springs, stock reservoirs, tanks, ponds, and stock wells, etc. will be mapped, evaluated, and described. Such facilities will be mapped after confirmation of their existence and supplemented by a brief description of their general condition as it relates to holding water (Functional, Non-functional, Ephemeral or intermittent, Potential). 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 shall consist of a written description; and any newly developed GIS data shall comply with the WWDO GIS Technical Standards specified in Attachment “A”, Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data.

(IV) Land

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

- a. Land Use: All land uses within the study area shall be described and mapped, including, but not limited to agricultural, urban, commercial, industrial, transportation, power systems, utilities, easements, etc. The Consultant shall acquire Land Use data sets from existing sources or provide reference to SuiteWater GIS, or Natural Resource and Energy Explorer (<https://nrex.wyo.gov/>). The watershed shall be characterized according to its level of development, dominant land use type, and relative water use.
- b. Land Ownership: The Consultant shall identify, describe, and map essential details about Land Ownership within the watershed. The composition of federal, state, and private lands and the orientation and locations of ownership parcels should be discussed as related to future development or management strategies and project planning. Land ownership information may be obtained from available sources including the county assessor's office.
- c. Land Management and Upland Water Resources: The Consultant shall identify, describe, and map or provide reference to SuiteWater GIS, or Natural Resource and Energy Explorer (<https://nrex.wyo.gov/>) details about Land Management and Upland Water Resources within the study area. Ascertain where private and public grazing uses are located and identify grazing radius of influence from existing water sources or implementation of any upland water development.

Where requested by the landowner(s), evaluations should be conducted on existing upland water resources. Any potential enhancement and improved water distribution for livestock and wildlife that facilitates grazing management for range resource improvement should be documented. NRCS Ecological Site Descriptions (ESD) may be acquired and mapped as needed to help identify and describe common plant communities and other land cover characteristics of the watershed. The Consultant should identify potential benefits to the watershed through plant community invigorations, reduction of erosion, and stream channel stabilization achieved from water development projects strategically implemented within the watershed. Other issues and opportunities, such as making beneficial use of produced water and removal of high water demand invasive species, can be examined.

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

Deliverables for the Land Use, Land Ownership, and Land Management and Upland Water Resources topics are anticipated to consist of written descriptions; referenced GIS data

source(s) or references to online map applications in the final report; and any necessary maps, charts, tables, etc. described and incorporated into the final report.

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

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

Task 4. Streamflow Hydrology

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

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

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

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

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

Stage recording and data logging devices may be acquired from the Office for use in this project. The Consultant shall be responsible for providing all other required equipment, including data transfer units, laptops and computers for data upload and processing, software, and all equipment required for the physical installation of each unit. Based upon site requirements and proximities, the Consultant shall determine and install the proper number of pressure transducers to ensure proper calibration to barometric pressure at each stage recording site if needed. Any equipment provided by the Office under this Contract and all data collected shall be the sole property of the Office and returned to the Office prior to close of Contract. Note that surcharges or rental fees of any kind shall not be billable within this Contract should the Consultant chose not to install equipment available from the Office.

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

Deliverables for this task shall consist of any newly developed GIS data, that shall comply with the WWDO GIS Technical Standards specified in Attachment “A”, Section C Project Requirements, item #2. If using existing GIS material, it shall be referenced within the

final report as applicable. Any necessary maps, charts, or tables shall be inserted into the final report accompanied by all supporting tabular or spreadsheet data.

Task 5. Management and Rehabilitation Plan

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

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

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

- Surface water storage: The Consultant may evaluate the potential for new or increased water storage to address seasonal or annual shortages, augment late season streamflow to benefit riparian habitat and wildlife, address sedimentation and flood control, or improve water quality and stream channel stability. Opportunities may be identified through discussions with the Sponsor, local stakeholders, irrigators, and landowners within the basin.
- Irrigation supply systems with emphasis on upgrades, operational improvements, and efficient management techniques including, but not limited to, issues with water quantity, erosion, conveyance loss, infrastructure, and seepage.
- Livestock/wildlife upland water development.
- Groundwater recharge. Identify areas for potential groundwater recharge projects, if appropriate.
- Stream channel condition and stability.
- Wetland development and enhancement.
- Grazing management.

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 6), identify fatal flaws (pipelines, transportation, energy transmission, and cultural resources), and any socio-economic impediments to moving forward. The description should include information relevant to completing a WWDC project application.

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

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

Task 6. Cost Estimates

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.

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 2019-3, Greater Sage-Grouse Core Area Protection.

Task 9. Discretionary Task

The Consultant shall place \$15,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be accomplished under this task and the cost of the work. No work will be initiated, or funds spent for this task, without direct approval from the Office project manager.

Task 10. Draft Report

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than August 16, 2023. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 11. Report Presentations

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in

Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

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

Task 12. Final Report and Deliverables

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

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials to the Office on or before November 1, 2023. These final documents and materials shall include: 1) Twelve (12) [MIN] hard copies of the final report and 2) Twelve (12) [MIN] stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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

Three (3) [MIN] CD or USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a CD or USB drive. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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**ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022**

TRIHYRO CORPORATION

PERSONNEL UNIT RATE

Senior Principal -----	\$240.00/hour
Principal -----	\$215.00/hour
Project Principal -----	\$197.00/hour
Technical Specialist 4 -----	\$262.00/hour
Technical Specialist 3 -----	\$240.00/hour
Technical Specialist 2 -----	\$222.00/hour
Technical Specialist 1 -----	\$207.00/hour
Professional Level 12 -----	\$210.00/hour
Professional Level 11 -----	\$195.00/hour
Professional Level 10 -----	\$180.00/hour
Professional Level 9 -----	\$165.00/hour
Professional Level 8 -----	\$150.00/hour
Professional Level 7 -----	\$138.00/hour
Professional Level 6 -----	\$123.00/hour
Professional Level 5 -----	\$109.00/hour
Professional Level 4 -----	\$ 99.00/hour
Professional Level 3 -----	\$ 88.00/hour
Professional Level 2 -----	\$ 77.00/hour
Professional Level 1 -----	\$ 65.00/hour
Technician Level 8 -----	\$125.00/hour
Technician Level 7 -----	\$117.00/hour
Technician Level 6 -----	\$106.00/hour
Technician Level 5 -----	\$ 98.00/hour
Technician Level 4 -----	\$ 86.00/hour
Technician Level 3 -----	\$ 76.00/hour
Technician Level 2 -----	\$ 65.00/hour
Technician Level 1 -----	\$ 53.00/hour
Administrative 4 -----	\$ 80.00/hour
Administrative 3 -----	\$ 76.00/hour
Administrative 2 -----	\$ 65.00/hour
Administrative 1 -----	\$ 53.00/hour

EXPENSES

Subcontracts (Labor, Equipment and Services) -----	Cost
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost

TRAVEL EXPENSES

Meal Per Diem – Full Day -----	\$55/day/person
Meal Per Diem – Travel Day -----	\$41.25/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle -----	Cost

FIELD EXPENSES AND EQUIPMENT

Consumable Field Supplies -----	Cost
---------------------------------	------

Rental Equipment -----	Cost
Purchased Equipment -----	Cost
Company Vehicles -----	58.5 cents/mile

FIELD MONITORING INSTRUMENTS PRICE/UNIT

Air Flow/Test Meters/Manometers -----	\$35/day
Benzene Detector Pump & Tubes -----	\$10/sample
Combustible Gas Meter (LEL) -----	\$25/day
Compressor Vent Flow Measurement Equipment (incl. Fox Flow Meter and Acoustic Meter) -----	\$300/day
Dissolved Oxygen Meter -----	\$30/day
El Paso Sampling System -----	\$125/day
FLIR -----	\$250/day
Gas Alert Ammonia Detector -----	\$30/month
HACH Test Kits -----	\$3/sample
MSA Gas Scope Methane Monitor -----	\$45/day
Myramid Meter -----	\$150/day
OGI Equipment Package (Half-Day/Full-Day) -----	\$500/900/day
Oil/Water Interface Probe/Level Meter -----	\$33/day
Personal H2S Monitor -----	\$25/day
Ph Conductance/Temperature Meter -----	\$35/day
Photovac 2020 Gas Pro Plus -----	\$250/month
PID -----	\$60/day
Soil Vapor Sampling Kit -----	\$75/day, \$250/week
TLC Screen Equipment -----	\$25/sample
TRPH Analyzer -----	\$40/sample
Water Level Meter (100 feet) -----	\$20/day
Water Level Meter (200 feet) -----	\$22.50/day
Water Level Meter (300 feet) -----	\$25/day

SURVEYING-SPECIFIC FIELD EQUIPMENT

ATV -----	\$100/day
GPS – Survey-Grade -----	\$70/hr
GPS – Survey-Grade -----	\$420/day
Level – Digital -----	\$15/hr
Level – Digital -----	\$75/day
Robotic Total Station -----	\$70/hr
Robotic Total Station -----	\$420/day
Total Station -----	\$15/hr
Total Station -----	\$75/day
UTV -----	\$150/day

GENERAL FIELD EQUIPMENT PRICE/UNIT

4-Gas Meter -----	\$35/day
4-Gas Meter -----	\$105/week
4-Gas Meter -----	\$300/month
AMS Core Sample Sleeves 4" -----	\$3/ea
AMS Core Sampler -----	\$50/day
SCBA -----	\$100/day
Auto Bailer -----	\$100/week
Bladder Pump -----	\$45/day
Clam Shell Soil Sampler -----	\$20/day
Color-Tec Screening -----	\$15/sample
Condensing Cooler -----	\$35/day
Digital Camera -----	\$10/day
Dosimeter - Sound Meter -----	\$50/day

Downrigger -----	\$30/day
Draeger Pump -----	\$10/day
Ecological Field Supplies -----	\$25/event
Electromagnetic Surveyor (EM-61) -----	\$500/day
Field Cell Phone -----	\$25/day
Field Computer -----	\$10/day

GENERAL FIELD EQUIPMENT CONTINUED PRICE/UNIT

Field Direct Rugged Tablet-----	\$25/day
Field Direct Rugged Tablet-----	\$100/week
Field Direct Rugged Tablet-----	\$300/month
Field Direct Tablet with Recreational Grade GPS-----	\$500/month
Field Radio -----	\$10/day
Flame Ionization Detector (FID) -----	\$100/day
Generator (and fuel) -----	\$75/day
GPS - Map-Grade -----	\$90/day
GPS - Map-Grade -----	\$400/week
GPS - Map-Grade -----	\$1050/month
Groundwater Sampling Equipment (Incl. YSI Meter, Water Level Meter, Peristaltic Pump & Turbidity Meter) ---	\$110/day
Hammer Drill & Bits -----	\$25/day
Handheld Datalogger -----	\$40/day
Injection Trailer -----	\$150/day
iPad Mini -----	\$25/day
Large Sampling Trailer -----	\$50/day
Life Vests -----	\$5/day
Low Pressure Sample Pump -----	\$65/event
Manual Probe Sampling Equipment -----	\$100/day
Measuring Wheel -----	\$5/day
Metal Detector -----	\$30/day
Peristaltic Pump -----	\$35/day
Personal Arrest System, Lanyard -----	\$9/day
Personal Arrest System, Harness -----	\$16/day
Ponar Sampler -----	\$20/day
Small Sampling Trailer -----	\$25/day
SPOT Safety Device -----	\$25/event
Submersible Pump - 2 inch redi-flow -----	\$55/day
Submersible Pump - mini purge -----	\$35/day
Subsurface Injection System -----	\$5,000/week
Tank & Paint Thickness Gauges -----	\$150/day
TVA 1000 -----	\$100/day
TVA 1000 -----	\$900/month
UAV Fixed Wing/Large Rotocraft -----	\$500/day
UAV Small Quad Copter (e.g. Inspire/Phantom) -----	\$100/day
Vapor Sampling Pump -----	\$20/day
Velocity Meter -----	\$25/day
Verizon Wireless Card -----	\$25/day
Water Tank (Car Boy) -----	\$10/day

CONSUMABLE FIELD SUPPLIES PRICE/UNIT

Aluminum Seals -----	\$0.20/ea
Brass Soil Sample Rings -----	\$3/ea
Disposable Bailers -----	\$8/ea
Eye Wash -----	\$12.50/ea
Flow Through Filters -----	\$8/ea
Geoprobe Sleeves -----	\$1/ea

GHG Consumable Supplies -----	\$35/week
Groundwater Sampling Expendables Kit (daily) -----	\$50/day
Heavy Rubber Gloves -----	\$8/pair
In-Line Filters -----	\$9/ea
Latex/Nitrile Sampling Gloves -----	\$15/100
LDAR Tags -----	\$1.00/ea
Respirator Cartridges -----	\$35/pair
Tyvek Suits -----	\$7/suit
VOC Tip -----	\$1/ea

COMPANY / PERSONAL VEHICLE USAGE

\$0.585/mile

**DAYTON 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 Engineering Associates (Consultant), 902 13th Street, Cody, Wyoming 82414.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2024. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred sixty-six thousand dollars (\$166,000.00).
 - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$9,000.00
2. Information Review	\$8,000.00
3. Inventory, Evaluation, and GIS	\$33,000.00
4. Hydraulic Model	\$9,000.00
5. Water Sources	\$28,000.00
6. Growth and Demand Projections	\$4,000.00
7. Recommendations and Cost Estimates	\$28,000.00
8. Water System Financing	\$5,000.00
9. Discretionary Task	\$7,000.00
10. Draft Report	\$21,000.00
11. Report Presentations	\$2,000.00
12. Final Report and Deliverables	<u>\$12,000.00</u>
TOTAL PROJECT COST	\$166,000.00

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

- C. Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
- (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.
 - (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

- D. Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

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

- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.
- D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.
- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts.

- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
- (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

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

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

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

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit

or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- K. Entirety of Contract.** This Contract, consisting of fourteen (14) pages; Attachment A, consisting of seventeen (17) pages; and Attachment B, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- L. Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.
- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee

of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.

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

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

Commission/Office: Julie Gondzar, julie.gondzar@wyo.gov, 307-777-7626.

Consultant: Dave Engels, dave.engels@eaengineers.com, 307-673-1545.

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

S. Ownership and Return of Documents and Information. The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for

any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.

- T. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
 - (i)** During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii)** All policies shall be primary over any insurance or self-insurance program carried by the Consultant or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii)** The Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

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

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

workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

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

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

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

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

- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Consultant of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

ENGINEERING ASSOCIATES:

Heath Overfield, CEO
Employer ID #83-0211787

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location: This project is located in the Powder/Tongue River Basin, Sheridan County, Town of Dayton, Wyoming. The Town has a population of approximately 850 residents with approximately 425 taps. The main source of water is the northeast-flowing Tongue River, which is located toward the northern boundaries of the Town.
2. Purpose: To perform a Level I study for the Town of Dayton to fully evaluate the Town's water supply system. This study will help the Town in evaluating the current condition of their water system and provide tools and guidance needed to assist in the planning, rehabilitating, upgrading, managing of the system, water storage and planning for future growth. The master plan would serve as a framework of the Town to establish project priorities and to perform the financial planning necessary to meet those priorities. The plan would also provide reconnaissance level information regarding costs and scheduling.
3. History: This study will be an update to the previous Level I master plan, completed in 2000. With the Town's current and expected growth and development, water storage capacity and fire flow in the upper pressure zone is a growing concern. The current storage tank is not able to provide sufficient pressure and fire flow to new development and higher elevated areas. The Town's water treatment plant was built in the 1960's and has significant aging infrastructure. Much of the equipment and machinery in the water treatment plant has exceeded its lifespan and is beyond continued repair.

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

C. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

The Consultant shall submit a brief monthly progress report outlining the study status,

progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month.

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

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

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

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

Links to GIS Standards Technical Memorandum are available at:

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

The Consultant shall adhere to the following GIS standards:

(i) **FEATURE MAPPING.** The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core

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

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

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

- c. To facilitate the Commission's accurate evaluation of the Consultant's work product, computations, conclusions and recommendations, the Consultant shall:
- (i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.
 - (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
 - (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

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

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (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.

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

Task 1. Meetings

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from all affected parties. The Consultant shall prepare all presentation material, including maps and other visual aids as necessary, to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

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

Task 2. Information Review

The Consultant will gather and review all existing information related to the Sponsor's water supply and distribution system, including the Town's raw water system. This includes information available through the Sponsor, WWDO, Water Resources Data

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

Task 3. Inventory, Evaluation, and GIS

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

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 6. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 7.
- b. Assess the capacity and serviceability of transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the water supply system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service. Evaluate the changes needed in the Town's water system in order to accommodate any future water treatment facilities.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that

may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils.

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

The Consultant shall confer with the Sponsor to ascertain any existing GIS, the extent of mapping, and required updates. The Consultant shall then propose the scope of further mapping to be completed in this task. The GIS shall include accurate water system mapping in terms of piping connectivity, looping, location of system components, etc. The Consultant shall coordinate with the Sponsor during field work so the Sponsor may perform any necessary excavating to help verify potential water system components.

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

Deliverables to the Sponsor shall include at least one set of large size hard copy printouts of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two hard copy map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery. GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. of Attachment A.)

Task 4. Hydraulic Model

In conjunction with the GIS and water system information obtained in Task 3, the Consultant shall develop an up-to-date hydraulic model of the town's water system, and raw water system. Existing models may be available and should be reviewed for incorporation into the new model. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following 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 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 lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas.

The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the town's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary.

The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, coordinate with town staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project.

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

Within the final report, the Consultant shall fully describe all modeling efforts particularly in terms of the model extents 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
- Pipe Friction Factors
- Tank Geometry

Task 5. Water Sources

The Consultant shall gather and analyze data and information as needed to examine the Sponsor's water supply sources for its public water supply system and raw water system. Capacities, diversion rates, pumping rates, pump capacities, and water treatment plant capacities shall be investigated as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and if so, identify water supply alternatives to meet those demands. This may include a cursory consideration of groundwater as a source supply as referenced within any previous studies. The Sponsor's existing main transmission lines shall be assessed in terms of sizing, condition, and possible redundancy use. Any future potential raw water storage projects that the Sponsor is considering shall be documented and discussed.

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

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

Task 6. Growth and Demand Projections

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

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

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

Task 7. Recommendations and Cost Estimates

The Consultant shall develop a listing and descriptions of recommendations for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, maintenance, and replacement of the system. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application. The table will identify both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The Level III cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

Task 8. Water System Financing

The Consultant shall work with the Sponsor to acquire all necessary financial data required for this task to determine the current and anticipated future water system revenues and expenditures. To initiate this task, the Consultant shall determine if the Sponsor has a water

enterprise fund in which existing water revenues allow the water system to be financially self-supporting or if the Sponsor must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for the water system to be self-supporting, revenues should be sufficient to accomplish the following:

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

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

Next, the Consultant shall prepare two (2) funding scenarios for consideration by the Sponsor that demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 7. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These two (2) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following two (2) scenarios:

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

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 67% grant from WWDC and a 33% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

The Consultant shall then identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 33% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

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

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

For DWSRF

Forms and Guidance:

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

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

Tel 307-777-6371. Email: stanley.miller@wyo.gov

For RUS

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

Contact: Lorraine Werner, Community Programs Director, USDA RUS
Wyoming State Office, 100 East B Street, Rm 1005, Casper, WY 82602
Tel 307-233-6710. Email: lorraine.werner@usda.gov

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <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 9. Discretionary Task

The Consultant shall place \$7,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be accomplished under this task and the cost of the work. No work will be initiated, or funds spent for this task, without direct approval from the Office project manager.

Task 10. Draft Report

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than June 1, 2023. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment "A", Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 11. Report Presentations

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

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

Task 12. Final Report and Deliverables

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

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials to the Office on or before August 1, 2023. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, and 2) Twelve (12) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

Four (4) CD or USB drive copies containing the final report and executive summary in a text-recognized Adobe Acrobat (pdf) format will be provided. The pdf version will be

completely assembled into one stand-alone file and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

Three (3) CD or USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a CD or USB drive. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022

ENGINEERING ASSOCIATES

HOURLY RATES

<u>Engineering and Surveying Services</u>	<u>Per Hour</u>
Engineer's Aide	\$ 69.00
Resident Project Representative 1	\$ 80.00
Resident Project Representative 2	\$ 87.00
Resident Project Representative 3	\$ 95.00
Resident Project Representative 4	\$ 102.00
Resident Project Representative 5	\$ 108.00
Technician 1	\$ 80.00
Technician 2	\$ 87.00
Technician 3	\$ 95.00
Technician 4	\$ 102.00
Technician 5	\$ 108.00
Engineer-in-Training 1	\$ 113.00
Engineer-in-Training 2	\$ 118.00
Engineer 1 / Hydrogeologist 1	\$ 128.00
Engineer 2 / Hydrogeologist 2	\$ 142.00
Engineer 3 / Hydrogeologist 3	\$ 150.00
Engineer 4 / Hydrogeologist 4	\$ 155.00
Engineer 5 / Hydrogeologist 5	\$ 163.00
Surveyor's Aide	\$ 69.00
Survey Technician 1	\$ 80.00
Survey Technician 2	\$ 87.00
Survey Technician 3	\$ 95.00
Survey Technician 4	\$ 102.00
Survey Technician 5	\$ 108.00
Land Surveyor-in-Training 1	\$ 113.00
Land Surveyor-in-Training 2	\$ 118.00
Land Surveyor 1	\$ 128.00
Land Surveyor 2	\$ 141.00
Land Surveyor 3	\$ 150.00
Land Surveyor 4	\$ 155.00
<u>Project Management Services</u>	<u>Per Hour</u>
Project Manager 1	\$ 156.00
Project Manager 2	\$ 178.00
<u>Support Services</u>	<u>Per Hour</u>
Administrative Assistant 1	\$ 66.00
Administrative Assistant 2	\$ 68.00
Administrative Assistant 3	\$ 74.00
CAD Technician 1	\$ 86.00

HOURLY RATES (CONTINUED)

CAD Technician 2	\$ 94.00
CAD Technician 3	\$ 102.00
CAD Technician 4	\$ 108.00

REIMBURSABLE EXPENSES

<u>Equipment Charges</u>	<u>Cost</u>
Survey - Total Station, Laser or Digital Level, Handheld GPS	\$ 20.00 per hour
Survey - Global Positioning System (GPS) or Robotic Station	\$ 60.00 per hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of hourly fee
Vehicle - All Terrain – Rhino or Four-Wheeler	\$ 200.00 per day
Vehicle Mileage	\$ 0.585 per mile

Miscellaneous Charges

Commercial travel, meals, lodging, records, printing, and other miscellaneous vendor services will be charged for at cost rates. Subconsultant services will be charged at the billed rate.

<u>Copying and Electronic Scanning</u>	<u>Cost</u>
Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.15 ea
Copies – 11" x 17"	\$ 0.50 ea
Color Copies – 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 ea
Color Copies – 11" x 17"	\$ 2.00 ea
Black and White Prints – Up to 24" x 36"	\$ 7.50 per sheet
Color Prints – Up to 24" x 36"	\$ 15.00 per sheet
Scanned Drawing to Electronic File	\$ 12.00 ea
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 ea
CD of Scanned Drawings (Electronic Files)	\$ 5.00 ea
Other Reproducible Media (i.e. Mylar, Vellum) or Larger Prints	\$ 15.00 ea

<u>Testing</u>	<u>Cost</u>
Density Testing	\$ 25.00 ea
Concrete Cylinder Break w/Mold	\$ 35.00 ea
Asphalt or Concrete Cores	\$ 40.00 ea
Pressure Recorder	\$ 30.00 per day
Holiday or Adhesion Testing	\$ 30.00 per day
Dry Film Thickness Testing	\$ 60.00 per day
Turbidimeter	\$ 60.00 per day
Current Velocity Meter and Datalogger	\$ 120.00 per day
Bac-T Testing	\$ 25.00 ea (Fri. \$100)

REIMBURSABLE EXPENSES (CONTINUED)**Surveying Materials**

	<u>Cost</u>
Stake, Hub, Lath, Spike, Nail or Shiner	\$ 2.00 ea
Rebar (#5 x 24")	\$ 2.50 ea
Conduit (1/2" x 5' EMT)	\$ 4.00 ea
Paint (per can)	\$ 5.00 ea
Steel Fence Post	\$ 10.00 ea
Aerial Targets; Special Materials	At cost

Surveying Monuments

	<u>Cost</u>
1 1/2", 2" and 2 1/2" Aluminum Cap and Rebar	\$ 17.50 ea
3 1/4" Brass Cap and Pipe	\$ 100.00 ea
3 1/4" WYDOT Markers	At cost

**RIVERTON REGIONAL WATER MASTER PLAN, LEVEL I STUDY
CONSULTANT CONTRACT FOR SERVICES NO. _____**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission (Commission), 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and William H. Smith and Associates Inc. (Consultant), 1515 9th Street, Suite A, Rock Springs, Wyoming 82901.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2024. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred fifty-five thousand, nine hundred dollars (\$255,900.00).
 - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Meetings	\$ 29,100.00
2. Information Review	\$ 7,900.00
3. Inventory, Evaluation, and GIS	\$ 56,400.00
4. Hydraulic Model	\$ 41,700.00
5. Water Sources	\$ 8,500.00
6. Growth and Demand Projections	\$ 11,900.00
7. Well Siting	\$ 10,600.00
8. Recommendations and Cost Estimates	\$ 21,900.00
9. Water System Financing	\$ 7,600.00
10. Discretionary Task	\$ 15,000.00
11. Draft Report	\$ 24,800.00
12. Report Presentations	\$ 6,100.00
13. Final Report & Deliverables	\$ 14,400.00
TOTAL PROJECT COST	\$ 255,900.00

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

- C. Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
 - (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.
 - (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

- D. Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

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

- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.
- D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. **Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.
- E. **Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts.

- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
- (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

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

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

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

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or

representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- K. Entirety of Contract.** This Contract, consisting of fourteen (14) pages; Attachment A, consisting of eighteen (18) pages; and Attachment B, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- L. Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.
- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of

the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.

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

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

Commission/Office: Chace Tavelli, chace.tavelli@wyo.gov, 307-777-7626.

Consultant: Steve Vedder, svedder@whsmithpc.com, 307-335-5646.

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

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

other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.

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

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

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

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

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

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

- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

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

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

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

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

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

- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of

sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Consultant of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

WILLIAM H. SMITH AND ASSOCIATES INC.:

Shawn M. Arnoldi, Vice President
Employer ID #83-0241302

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location: Wind River Basin, Fremont County, City of Riverton, Wyoming.
2. Purpose: To perform a Level I study for the Riverton Regional Water Master Plan.
3. History: The City of Riverton's last municipal water master plan was completed in 1998. There have been many changes to their system since that time. The City seems to be experiencing high rates of water loss, has significant aging infrastructure, corrosion issues, fire hydrants that are potentially not fed by proper diameter pipe, potential water supply issues in their upper pressure zones, and a raw water irrigation system that has never been studied. The following is a list of previous Level I and II studies:

Riverton Regional Water Master Plan, Level I Study (1998)
Riverton Mountain View Acres, Level II Study (2008)
Riverton Water Supply, Level II Study (2000)

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

C. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

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

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

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

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

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

Links to GIS Standards Technical Memorandum are available at:

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

The Consultant shall adhere to the following GIS standards:

(i) **FEATURE MAPPING.** The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. In certain circumstances, the consultant may need to provide a second set of core data in a format for the benefit of the project sponsor. This would occur

when a project sponsor already has GIS data in a format that differs from the Commission format, or when an alternative format would provide more benefit to the sponsor than the Commission format (e.g., a different coordinate system, or database structure). In these situations, the consultant will provide core GIS data using the Geodatabase template, and a second core GIS dataset in the format that meets the needs of the project sponsor. Auxiliary data sets, include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.

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

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

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

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

- (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
- (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

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

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (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.

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

Task 1. Meetings

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from all affected parties. The Consultant shall prepare all presentation material, including maps and other visual aids as necessary, to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

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

Task 2. Information Review

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

affect this project. The Consultant shall provide a summary of existing information in the final report.

Task 3. Inventory, Evaluation, and GIS

The City has both a potable water system and a raw water system. The requirements of this task are applicable to both systems. The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating GIS mapping. During this task, the Consultant may coordinate with the Sponsor during field work so city staff may perform any required pot-holing to help verify and true-up the city's existing data. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and future water demands developed in Task 6. Identify those components that presently require repair or replacement and those components that will require repair or replacement within the next twenty (20) years. Provide a schedule for the needed improvements as described in Task 8.
- b. Assess the capacity and serviceability of existing water treatment facilities, transmission and distribution pipelines, storage tanks, pump stations, PRV stations, flow monitoring devices, SCADA, and other major components of the treated and raw water supply systems as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations. In conjunction with the hydraulic modeling task, pipe materials and pressure classes shall be examined in terms of suitability to provide adequate service.
- c. Evaluate the system for water losses, including leaks and other non-revenue water. Results of the hydraulic model can serve as an indicator for potential leakage locations along with observations and discussions with system operators. Identify locations that may warrant a future leak detection study. Identify factors and locations that may be the cause for leaks, such as corrosive soils. If corrosive soils are identified, their locations will be mapped in the GIS and a plan for protecting existing infrastructure will be recommended in Task 8.

The Consultant shall work with the Sponsor to evaluate the management and operation of both the treated and raw water systems in the study area to determine if procedural changes would be beneficial. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task along with observations and discussions with system operators. The Consultant shall evaluate the existing water

metering system to ensure water bills can be or are based on metered usage. The Consultant may offer suggestions relating to the existing billing and metering procedures.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics. The Consultant shall investigate the potential for in-the-field GIS applications that City staff can use to view, edit, and update the GIS. Results of this investigation will be recommended in Task 8.

Deliverables to the Sponsor shall include at least two (2) sets of large size hard copy printouts of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 13. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery. GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. of Attachment A).

Task 4. Hydraulic Model

In conjunction with the updated GIS and water system information obtained in Task 3, the Consultant shall build a hydraulic model of the City's water system. Existing models may be available and should be reviewed for incorporation into the new model. The Consultant shall model the current system and proposed system improvements. Acceptable software platforms include the following 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 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 lines, pumping stations, and storage capacities to meet current and future pressure and flow requirements based on maximum day demands. System storage shall be modeled in terms of volume and water quality (i.e.: tank turnover, water age, etc.). System pressures shall be determined in the model and compared against the pressure classes of existing pipes to identify problem areas.

The Consultant shall consider domestic, rural, commercial, municipal, and industrial demands as needed in the evaluation (i.e.: hospitals, colleges, golf courses, hotels, trailer

park, schools, etc.) and incorporate planned development areas and all independent water systems that are supplied from the city's system. All pressure zones shall be properly accounted for and simulated in the model. All pump stations shall be simulated in the model, and the Consultant should assess the adequacy of the existing pumps in terms of capacity, hydraulic head, run-time, variable frequency drive (VFD) operation, etc. as deemed necessary.

The Consultant shall use the model to size new pumps, transmission and distribution lines, storage, and other facilities as needed. In terms of fire flow, coordinate with city staff to ascertain the Sponsor's expectations in providing fire flow to its service areas and the subsequent extent of fire flow simulations required. The model shall incorporate the recommended system upgrades or modifications and shall be detailed enough to satisfy the needs of the project

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

Within the final report, the Consultant shall fully describe all modeling efforts particularly in terms of the model extents 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
- Pipe Friction Factors
- Tank Geometry

Task 5. Water Sources

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

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

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

Task 6. Growth and Demand Projections

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

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

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

Consultants shall also investigate any water service regionalization opportunities that may exist to satisfy future water demands.

Task 7. Well Siting

If the Consultant determines that the water supply and function of the system would benefit from an additional well, or wells, the Consultant shall seek approval from the Office project manager for investigating the siting of a potential well(s). The Consultant should clearly present the need for additional groundwater supply. Upon approval from the Office project manager the Consultant shall complete a reconnaissance level study that emphasizes the identification of a source aquifer 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) Aquifer identification
- (b) Difficulty of drilling and/or completion
- (c) Estimated water quality potential
- (d) Estimated yield needed in gallons per minute
- (e) Approximate distance to key municipal system facilities (diversions, storage, transmission pipeline(s), treatment, power, etc.)
- (f) Well spacing requirements

Task 8. Recommendations and Cost Estimates

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

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application where applicable. Separate tables will be developed for Commission eligible and for Commission non-eligible projects. For Commission eligible projects, that table will identify both Commission eligible and non-eligible component costs. Cost

estimates for each Commission eligible project shall be prepared as outlined in Attachment A, Section C.3. The Commission eligible Level III cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction contingencies. The Commission non-eligible project cost estimates will be detailed according to the Sponsor's requirements. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

Task 9. 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 treated and raw water systems and provide normal improvements and replacement requirements for the systems.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

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

Next, the Consultant shall prepare two (2) funding scenarios for consideration by the Sponsor that demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 8. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially

self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These two (2) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following two (2) scenarios:

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

Scenario 2: For Commission eligible projects, assume that funding for WWDC **eligible** components will be in the form of a 67% grant from WWDC and a 33% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

The Consultant shall then identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 33% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project and/or to help fund projects not eligible for Commission funding. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof. For more information on project funding assistance, see Section C.6 of Attachment A.

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

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

For DWSRF

Forms and Guidance:

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

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

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

Tel 307-777-6371. Email: stanley.miller@wyo.gov

For RUS

Forms and Guidance:

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

Contact: Lorraine Werner, Community Programs Director, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1005, Casper, WY 82602

Tel 307-233-6710. Email: lorraine.werner@usda.gov

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

The Consultant shall place \$15,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be

accomplished under this task and the cost of the work. No work will be initiated, or funds spent for this task, without direct approval from the Office project manager.

Task 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 May 1, 2023. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 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) as obtained from the Office; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

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

Task 13. Final Report and Deliverables

After incorporation of the Office’s and the Sponsor’s review comments on the draft report, the Consultant shall submit one (1) final report and one (1) executive summary in hard copy along with one (1) CD or USB drive containing the final report and executive summary in a text-recognized Adobe Acrobat (pdf) format to the Office 1 to 2 weeks prior to the final deadline for final comparison purposes. The pdf version shall be completely assembled into one stand-alone file and shall be exactly the same version as the hard copies.

Any discrepancies discovered by the Office project manager between the hard copy and electronic copy during this final comparison are the responsibility of the Consultant to correct.

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials to the Office on or before September 1, 2023. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report, and 2) Twelve (12) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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

Three (3) CD or USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

Two (2) sets of large size hard copy printouts of the service areas and associated 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, provided on a CD or USB drive. Each CD or USB shall be labeled with the project

name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

**ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022**

WILLIAM H. SMITH AND ASSOCIATES INC.

Engineering/Surveying	Hourly Rate
Clerical	\$ 50
Laborer	\$ 50
Administrative Assistant	\$ 55
Assistant/Support Staff	\$ 65
Construction Site Rep/Inspector	\$ 75
Engineer Tech	\$ 80
Staff Engineer	\$ 100
Professional Engineer I	\$ 110
Professional Engineer II	\$ 120
Principal PE	\$ 150
CAD Tech I	\$ 75
CAD Tech II/ CAD Manager	\$ 85
CAD Tech III/ Design Manager	\$ 95
Survey Tech	\$ 65
LSIT/Party Chief	\$ 75
Senior Party Chief	\$ 85
Photogrammetrist/LIDAR Tech	\$ 90
PLS I/Field Ops Manager	\$ 100
PLS II/ Project Manager	\$ 110
Principal PLS	\$ 150
*Equipment for Survey Crew	\$ 35
*Equipped w/ Vehicle, Tools, and 1 Set of Survey Equipment	
 Miscellaneous/Specialty Items	 Hourly Rate
Metrotech	\$ 10
Digital Level	\$ 15
Truck	\$ 10
ATV	\$ 12.50
UTV	\$ 25
Blue Sky Pipeline Software	\$ 25
Additional GPS Unit	\$ 25
Additional Vehicle	\$ 30
Total Station	\$ 50
Snow Cat	\$ 75
Drone (Aerial Mapping)	\$ 300/flight
Food & Lodging Per Diem	at Cost
Mileage	\$ 0.585/mile

Materials Testing	Rate
Technical Manager	\$105/hour
Project Manager	\$90/hour
Materials Technician	\$55/hour
Materials Technician II	\$65/hour
Nuclear Density Gauge	\$50/day
Field Moisture Density Test	\$35/test
Sieve Analysis 1 ½" Minus	\$75/test
Compressive Strength of Cylinders	\$20/4 x 8 cyl. \$30/6 x 12 cyl.
Vehicle	\$65/day

***Other Lab Tests Available Upon Request**

Survey Crew	Rate
2 Man Crew	\$175/hour
3 Man Crew	\$220/hour
Includes GPS Base and Rover or a Total Station and Vehicles As Well As Any Needed Tools or Equipment	

Office Personnel Time over 8 hours per day for office staff will be charged at the above specified rates.

Field time will be calculated from the daily point of embarkation to the point of evening return.

Travel time involving overnight stay, will be charged out from the daily point of embarkation to the project's location and/or to the home office.

Associated costs due to mandatory safety meetings or stand downs beyond WHS' control will be charged out at one half the day rate or hourly rate with Per Diem if Per Diem is involved.

Note: Field supplies that may be required and are not listed will be at cost.

Level II Projects

New Development

**LAGRANGE GROUNDWATER SUPPLY & IMPROVEMENTS,
LEVEL II STUDY
CONSULTANT CONTRACT FOR SERVICES NO. _____**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission (Commission), 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and AVI PC (Consultant), 1103 Old Town Lane, Suite 101, Cheyenne, Wyoming 82009.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2025. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed seven hundred twenty-four thousand, four hundred dollars (\$724,400.00).
 - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
Phase I	Meetings, Drilling/Testing Program
1. Meetings	\$ 11,000
2. Permits, Drilling/Testing Program Development	\$ 7,000
3. Bidding Specifications, Bidding Process	\$ 13,500
4. Consultant Services During Well Construction/Testing	\$ 19,500
5. Water Quality, Water Treatment, Reclamation	\$ 6,500
6. Well Construction Subcontracts	<u>\$ 500,000</u>
SUBTOTAL PHASE I TASKS	\$ 557,500
Phase II	Conceptual Designs, Cost Estimates & Reports
1. Geotechnical Analysis	\$ 15,000
2. Identification of Alternatives and Improvements	\$ 28,200
3. Preparation of Preliminary Cost Estimates	\$ 22,500
4. Selection of Preferred Alternatives	\$ 11,000
5. Conceptual Designs and Cost Estimates	\$ 10,000
6. Water System Financing	\$ 6,500
7. Identification of Permits and ROWs for Construction	\$ 5,700
8. Environmental Report	\$ 10,000
9. Discretionary Task	\$ 20,000
10. Draft Report	\$ 21,500
11. Report Presentations	\$ 6,500
12. Final Report and Deliverables	<u>\$ 10,000</u>
SUBTOTAL PHASE II TASKS	\$ 166,900
TOTAL PROJECT COST	\$ 724,400

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

- C. **Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. **Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. **Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
 - (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.

- (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.
- D. Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by

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

6. Responsibilities of the Commission.

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Consultant's services to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.
- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site

inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.

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

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.

- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.**
- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
 - (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.
- G. Certificate of Good Standing.** The Consultant shall provide to the Commission a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Consultant is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. The Consultant shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Commission for its release. If and when the Consultant receives a request for information subject to this Contract, the Consultant shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Commission.

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

K. Entirety of Contract. This Contract, consisting of fifteen (15) pages; Attachment A, consisting of twenty-three (23) pages; and Attachment B, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.
- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, e-mail, or delivery in person at the addresses provided under this Contract. Notice provided by e-mail shall be delivered as follows:

Commission/Office: Keith Clarey, PG, keith.clarey@wyo.gov, (307) 777-7626.
 Consultant: Bruce Perryman, PE & PLS, perryman@avipc.com, (307) 637-6017.

- R. Notice of Sale or Transfer.** The Consultant shall provide the Commission with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Commission determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then the Commission may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.
- T. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

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

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

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

- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

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

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

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

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

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

or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

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

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

- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

AVI PC:

Trey Rinne, PE, Jr. Principal
Employer ID #83-0267190

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location. The study area is located in the North Platte River Basin, Goshen, County, Town of LaGrange, Wyoming.
2. Purpose. To perform a Level II study for the LaGrange Groundwater Supply & Improvements. The Town of LaGrange requested a Level II feasibility study to evaluate the siting, construction, and testing of a new test/production well for use as a redundant groundwater supply and to use as a future supply for the Town's water system. The LaGrange Water Master Plan, Level I Study was completed October, 2021.
3. History. The purpose of the Town of LaGrange Level II test well construction feasibility study is to provide future additional supply and to provide redundancy for the Town's water system. In addition, the Town desires a water source with better water quality than the existing system of two 100-foot deep wells ("LaGrange Aquifer"). The proposed Level II well is targeting the Fox Hills Sandstone with a projected formation top ~500 feet deep and ~130 feet thickness in the northern Denver-Julesburg Basin. The proposed, fully penetrating, test well depth ranges from ~650 to ~750 feet deep. The Level II also includes a study component of improving the Town's existing water system. In addition, an evaluation of the need for an additional elevated 300,000-gallon storage tank, possibly located in the Town area southwest of the railroad tracks, needs to be performed for existing fire-flow requirement deficiencies and future needs. A proposed tank location at the LaGrange park needs to be further evaluated as an alternate location as part of the Level II study.

Legislative Appropriations:

2020	LaGrange Water Master Plan	Level I	\$114,000
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Previous relevant reports (Fox Hills Sandstone test well):

Wyoming Groundwater, LLC, Yoder Groundwater Level II Study, Final Report, Oct. 2011.

Wyoming Groundwater, LLC, Yoder Groundwater Level II Study, Executive Summary, Oct. 2011.

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

C. **PROJECT REQUIREMENTS**

1. Monthly Progress Reports and Billing Statements

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

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

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

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

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

Links to GIS Standards Technical Memorandum are available at:

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

The Consultant shall adhere to the following GIS standards:

(i) **FEATURE MAPPING.** The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. In certain circumstances, the consultant may need to provide a second set of core data in a format for the benefit of the project sponsor. This would occur when a project sponsor already has GIS data in a format that differs from the Commission format, or when an alternative format would provide more benefit to the sponsor than the Commission format (e.g., a different coordinate system, or database structure). In these situations, the consultant will provide core GIS data using the Geodatabase template, and a second core GIS dataset in the format that meets the needs of the project sponsor. Auxiliary data sets, include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.

(ii) **FORMATS and STANDARDS.** Metadata are required for the geodatabase file, each included feature class (including those obtained from another source) and for each newly created feature. Metadata shall be completed in accordance with the GIS Standards Technical Memorandum. A detailed example for feature class metadata is provided in the GIS Standards Technical Memorandum and included in the Geodatabase Templates. This includes required information and default language, where appropriate, for each of the five metadata sections. Feature-level metadata requirements are also described in the Memorandum. Codes or values used in attribute fields, which are not included as part of the core data templates, shall be defined in the metadata. GIS data shall be saved in a Decimal Degree Coordinate system with a NAD83 datum, specifically “GCS_North_American_1983,” as indicated in the GIS Standards Technical Memorandum. In addition to the Project geodatabase(s) and map file(s), GIS deliverables may also include linked nonspatial data/databases

(.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Core data shall be delivered within the Geodatabase Template. Auxiliary data can be provided as .shp files and metadata are required.

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

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

- (i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.
- (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
- (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

Itemized Cost of Each Project Component	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
Cost of Project Components TOTAL (subtotal #1)		\$ _____

Construction Engineering Cost (subtotal #1 x 10%) \$ _____
 Components + Construction Engineering Costs (subtotal #2) \$ _____

Contingency (subtotal #2 x 15%) \$ _____
 Construction Cost Total (subtotal #2 + Contingency) (subtotal #3) \$ _____

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (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.

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

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)

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
- . 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 and Improvements

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.

This Level II study shall include a component of improving the Town of LaGrange's existing water system. In addition, an evaluation of the need for an additional elevated 300,000-gallon storage tank, possibly located in the Town area southwest of the railroad tracks, needs to be performed under the Level II study for existing fire-flow requirement deficiencies and future needs. A proposed tank location at the LaGrange park needs to be further evaluated as an alternate location as part of the Level II study.

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 "A," 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 reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

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

Next, the Consultant shall prepare two (2) funding scenarios for consideration by the Sponsor that demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and 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 as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual

median household income divided by 12 months. These two (2) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following two (2) scenarios:

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

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 67% grant from WWDC and a 33% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

The Consultant shall then identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 33% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof.

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

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

For DWSRF

Forms and Guidance:

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

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

Tel 307-777-6371. Email: stanley.miller@wyo.gov

For RUS

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

Contact: Lorraine Werner, Community Programs Director, USDA RUS
Wyoming State Office, 100 East B Street, Rm 1005, Casper, WY 82602
Tel 307-233-6710. Email: lorraine.werner@usda.gov

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <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 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 8. Environmental Report

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, or Lillian Freed, State Engineer & Assistant State Environmental Coordinator, at (307) 683-4187.

<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 10, 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. Discretionary Task

The Consultant shall not begin work on this Task unless specifically authorized in writing by the Office project manager.

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

Task 10. Draft Report

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, other than the Environmental Review documents, no later than July 1, 2024. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment "A", Section C Project Requirements, Item #2.(b). The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 11. Report Presentations

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 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 12. Final Report and Deliverables

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

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials, including the Environmental Review (ER) documents, to the Office on or before September 1, 2024.

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) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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

Three (3) CD or USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a CD or USB drive. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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**ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022**

AVI PC

Senior Principal	\$163.00 per hour
Principal	\$143.00 per hour
Senior Registered Engineer	\$132.00 per hour
Registered Engineer	\$115.00 per hour
Engineer (Non-Registered)	\$97.00 per hour
Senior Planner	\$132.00 per hour
Drainage Engineer	\$126.00 per hour
Planner	\$97.00 per hour
Construction Manager	\$103.00 per hour
Technician I	\$98.00 per hour
Technician II	\$94.00 per hour
Technician III	\$88.00 per hour
Inspector I	\$89.00 per hour
Bookkeeping	\$64.00 per hour
Clerical	\$64.00 per hour
Registered Surveyor	\$130.00 per hour
Party Chief	\$108.00 per hour
Crew Member	\$60.00 per hour
Party Chief/RLS	\$130.00 per hour

* * Expert witness and/or legal assistance will bill at 1.5 times the above billing rates.

TRAVEL CHARGES

Mileage (State/Municipality/County)	\$0.585 per mile
ATV/Boat Rentals	\$150.00 per day
UTV Rental	\$150.00 per day

EQUIPMENT CHARGES

Trimble R6 GPS Survey Equipment	\$320.00 per day per unit
Additional Rover	\$20.00 per hour
Trimble R6 GPS Survey Equipment w/2 nd Rover	\$60.00 per hour
Digital Level (Trimble/Leica)	\$100.00 per day
Robotic Total Station	\$20.00 per hour/\$160.00 per day
Robotic Total Station w/scanner	\$30.00 per hour/\$250.00 per day
Trailer	\$25.00 per day

LARGE FORMAT PRINTS & PLOTS

Copies	\$0.25 per square foot
Mylars	\$2.50 per square foot
Color Graphics prints & plots	\$0.67 per square foot
Office Fees (Copies, Phone, Postage, Etc.)	\$300.00 per month

PER DIEM Paid at the GSA rates for meals plus actual lodging cost per man day

MISCELLANEOUS EXPENSES**AT COST**

**PAVILLION 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 James Gores and Associates, Inc. (Consultant), 111 North 3rd Street East, Riverton, Wyoming 82501.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2025. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed six hundred eighty-six thousand, eight hundred forty-two dollars (\$686,842.00).
 - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
Phase I Meetings, Drilling/Testing Program	
1. Meetings	\$ 25,000
2. Permits, Drilling/Testing Program Development	\$ 17,680
3. Bidding Specifications, Bidding Process	\$ 19,196
4. Consultant Services During Well Construction/Testing	\$ 8,710
5. Water Quality, Water Treatment, Reclamation	\$ 12,846
6. Well Construction Subcontracts	<u>\$ 521,762</u>
SUBTOTAL PHASE I TASKS	\$ 605,194
Phase II Conceptual Designs, Cost Estimates & Reports	
1. Geotechnical Analysis	\$ 2,965
2. Identification of Alternatives	\$ 2,640
3. Preparation of Preliminary Cost Estimates	\$ 1,800
4. Selection of Preferred Alternatives	\$ 2,120
5. Conceptual Designs and Cost Estimates	\$ 4,560
6. Water System Financing	\$ 4,840
7. Identification of Permits and ROWs for Construction	\$ 3,600
8. Environmental Report	\$ 10,000
9. Discretionary Task	\$ 20,000
10. Draft Report	\$ 16,760
11. Report Presentations	\$ 7,632
12. Final Report and Deliverables	<u>\$ 4,731</u>
SUBTOTAL PHASE II TASKS	\$ 81,648
TOTAL PROJECT COST	\$ 686,842

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

- C. **Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. **Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. **Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
 - (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.

- (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.
- D. **Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. **Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. **Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. **Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. **Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by

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

6. Responsibilities of the Commission.

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Consultant's services to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.
- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site

inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.

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

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.

- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.**
- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
 - (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.
- G. Certificate of Good Standing.** The Consultant shall provide to the Commission a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Consultant is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. The Consultant shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Commission for its release. If and when the Consultant receives a request for information subject to this Contract, the Consultant shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Commission.

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

K. Entirety of Contract. This Contract, consisting of fifteen (15) pages; Attachment A, consisting of twenty-three (23) pages; and Attachment B, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

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

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

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.
- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, e-mail, or delivery in person at the addresses provided under this Contract. Notice provided by e-mail shall be delivered as follows:

Commission/Office: Keith Clarey, PG, keith.clarey@wyo.gov, 307-777-7626.
 Consultant: James C. Gores, PE, jim@goresengineers.com, 307-856-2444.

- R. Notice of Sale or Transfer.** The Consultant shall provide the Commission with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Commission determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then the Commission may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.
- T. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

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

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

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

- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

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

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

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

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

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

or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

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

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

- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

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

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

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

JAMES GORES AND ASSOCIATES, INC.:

James C. Gores, PE, President
Employer ID #83-0299080

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location. The study area is located in the Wind River Basin, Fremont County, Town of Pavillion, Wyoming.
2. Purpose. To perform a Level II study for the Pavillion Groundwater Supply. The Town of Pavillion is requesting a Level II feasibility study to evaluate the siting, construction, and testing a new test/production well for use as a redundant groundwater supply and to use as a future supply for the Town's water system. In addition, the Town desires a water source with better water quality than the existing system. The Pavillion Water Master Plan, Level I Study was completed in 2021.
3. History. The Town of Pavillion is supplied with water from five (5) existing wells, which are constructed into the Eocene Wind River Formation. The wells have a combined yield of less than 200 gpm. The Town desires water system redundancy and additional water supply, preferably of better quality.

Legislative Appropriations:

1994	Pavillion Water Supply	Level III	\$400,000
2008/10	Pavillion Area Water Supply/Ext.	Level I	\$173,500
2011	Pavillion Water Supply	Level II	\$100,000
2013	Pavillion Water Systems Improvements	Level III	\$214,500
2020	Pavillion Water Master Plan	Level I	\$135,000

Previous relevant reports:

James Gores and Associates, P.C., Pavillion Area Water Supply Level I Study, Final Report, Oct, 2011.

James Gores and Associates, P.C., Pavillion Area Water Supply Level I Study, Executive Summary, Oct, 2011.

James Gores and Associates, P.C., Pavillion Area Water Supply Level I Study Extension, Aug, 2012.

James Gores and Associates, P.C., Pavillion Area Water Supply Level II Study, Final Report, Jan, 2013.

James Gores and Associates, P.C., Pavillion Area Water Supply Level II Study, Executive Summary, Jan, 2013.

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

C. **PROJECT REQUIREMENTS**

1. Monthly Progress Reports and Billing Statements

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

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

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

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

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

Links to GIS Standards Technical Memorandum are available at:

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

The Consultant shall adhere to the following GIS standards:

(i) **FEATURE MAPPING.** The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. In certain circumstances, the consultant may need to provide a second set of core data in a format for the benefit of the project sponsor. This would occur when a project sponsor already has GIS data in a format that differs from the Commission format, or when an alternative format would provide more benefit to the sponsor than the Commission format (e.g., a different coordinate system, or database structure). In these situations, the consultant will provide core GIS data using the Geodatabase template, and a second core GIS dataset in the format that meets the needs of the project sponsor. Auxiliary data sets, include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.

(ii) **FORMATS and STANDARDS.** Metadata are required for the geodatabase file, each included feature class (including those obtained from another source) and for each newly created feature. Metadata shall be completed in accordance with the GIS Standards Technical Memorandum. A detailed example for feature class metadata is provided in the GIS Standards Technical Memorandum and included in the Geodatabase Templates. This includes required information and default language, where appropriate, for each of the five metadata sections. Feature-level metadata requirements are also described in the Memorandum. Codes or values used in attribute fields, which are not included as part of the core data templates, shall be defined in the metadata. GIS data shall be saved in a Decimal Degree Coordinate system with a NAD83 datum, specifically “GCS_North_American_1983,” as indicated in the GIS Standards Technical Memorandum. In addition to the Project geodatabase(s) and map file(s), GIS deliverables may also include linked nonspatial data/databases

(.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Core data shall be delivered within the Geodatabase Template. Auxiliary data can be provided as .shp files and metadata are required.

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

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

- (i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.
- (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
- (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

Itemized Cost of Each Project Component	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
Cost of Project Components TOTAL (subtotal #1)		\$ _____

Construction Engineering Cost (subtotal #1 x 10%) \$ _____
 Components + Construction Engineering Costs (subtotal #2) \$ _____

Contingency (subtotal #2 x 15%) \$ _____
 Construction Cost Total (subtotal #2 + Contingency) (subtotal #3) \$ _____

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (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.

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

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)

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
- . 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 "A," 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 reserves to pay for major repairs and replacement that will be required during the life of any associated project.
- Pay other costs as may be identified by the Consultant.

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

Next, the Consultant shall prepare two (2) funding scenarios for consideration by the Sponsor that demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and 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 as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These two (2) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following two (2) scenarios:

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

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 67% grant from WWDC and a 33% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

The Consultant shall then identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 33% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. The Wyoming Drinking Water State Revolving Fund Program (DWSRF), the USDA Rural Utilities Service (RUS), the State Lands and Investments Board, the Wyoming Business Council, the DEQ Abandoned Mine Lands Program, and other eligible funding sources shall be considered for loans, grants, and combinations thereof.

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

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

For DWSRF

Forms and Guidance:

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

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

Tel 307-777-6371. Email: stanley.miller@wyo.gov

For RUS

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

Contact: Lorraine Werner, Community Programs Director, USDA RUS

Wyoming State Office, 100 East B Street, Rm 1005, Casper, WY 82602

Tel 307-233-6710. Email: lorraine.werner@usda.gov

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming DEQ. Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <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 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 8. Environmental Report

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, or Lillian Freed, State Engineer & Assistant State Environmental Coordinator, at (307) 683-4187.

<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 10, 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. Discretionary Task

The Consultant shall not begin work on this Task unless specifically authorized in writing by the Office project manager.

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

Task 10. Draft Report

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, other than the Environmental Review documents, no later than July 1, 2024. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, Item #2.(b). The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 11. Report Presentations

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 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 12. Final Report and Deliverables

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

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials, including the Environmental Review (ER) documents, to the Office on or before September 1, 2024.

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) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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

Three (3) CD or USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a CD or USB drive. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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**ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022**

JAMES GORES AND ASSOCIATES, INC.

LABOR (HOURLY RATES)

PRINCIPAL	\$160.00
PROJECT MANAGER	\$140.00
LICENSED SURVEYOR	\$120.00
PROJECT ENGINEER	\$120.00
DESIGN ENGINEER	\$100.00
RESIDENT PROJECT REPRESENTATIVE	\$105.00
SENIOR ENGINEERING TECHNICIAN	\$90.00
EXECUTIVE ASSISTANT	\$90.00
ADMINISTRATIVE ASSISTANT	\$55.00

EXPENSES

VEHICLE	\$0.585/MI
TECHNOLOGY	6% OF HOURLY FEE
GPS/RTK or Robotic Total Station	\$400.00/DAY
AERIAL UAV or LIDAR SCANNER – DAY	\$600.00/DAY
GPS – MAPPING GRADE	\$60.00/DAY
2 MAN ATV W/TRAILER – DAY	\$200.00
LATH, STAKE, HUB, SPIKE, REBAR – EACH	\$2.00/EACH
ALUMINUM CAP AND REBAR	\$17.00/EACH
STEEL FENCE POST	\$10.00/EACH
3.25” BRASS CAP AND PIPE	\$100.00/EACH
SURVEY – LASER LEVEL, HANDHELD GPS	\$20.00 PER HOUR
COPIES – BLACK AND WHITE	\$0.15/EACH
COPIES – COLOR	\$1.50/EACH
BLACK AND WHITE PRINTS – UP TO 24” X 36”	\$7.50 PER SHEET
COLOR COPIES – UP TO 24” X 36”	\$15.00/SHEET
CD OF DRAWINGS	\$5.00 EACH
OTHER REPRODUCIBLE MEDIA (I.E. MYLAR, VELLUM)	\$15.00 EACH
PROFESSIONAL SERVICES BY SUBCONSULTANT	AT COST
EQUIPMENT RENTAL	AT COST
OTHER EXPENSES	AT COST

RATES ARE FIXED DURING CONTRACT PERIOD

Level I Projects

Rehabilitation

**WEST AFTON/NIELD STRING MASTER PLAN, LEVEL I STUDY
CONSULTANT CONTRACT FOR SERVICES NO. _____**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission (Commission), 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and Sunrise Engineering, Inc. (Consultant), 47 E 4th Ave, PO Box 609, Afton, Wyoming 83110.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2024. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed eighty-seven thousand, eight hundred forty-three dollars (\$87,843.00).
 - 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	\$ 2,740.00
2. Information Review	\$ 3,460.00
3. System Assessment, Inventory and Mapping	\$ 24,109.00
4. Current Operations and Irrigation Efficiency Analysis	\$ 4,599.00
5. Review of Water Rights	\$ 4,520.00
6. Recommendations and Cost Estimates	\$ 8,035.00
7. Irrigation System Entity Formation	\$ 2,220.00
8. Economic Analysis and Water System Financing	\$ 3,260.00
9. Discretionary Task	\$ 10,000.00
10. Draft Report	\$ 14,420.00
11. Report Presentations	\$ 1,230.00
12. Final Report and Deliverables	\$ 9,250.00
TOTAL PROJECT COST	\$ 87,843.00

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

- C. Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
- (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.
 - (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

- D. Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

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

- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.
- D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. **Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.
- E. **Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts.

- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
- (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

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

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

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

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit

or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- K. Entirety of Contract.** This Contract, consisting of fourteen (14) pages; Attachment A, consisting of fifteen (15) pages; and Attachment B, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- L. Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's negligence or other tortious conduct.
- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee

of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.

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

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

Commission/Office: Mabel Jones, mabel.jones1@wyo.gov, (307) 777-7626.
Consultant: Jason Linford, jlinford@sunrise-eng.com, (307) 885-8500.

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

S. Ownership and Return of Documents and Information. The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for

any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.

- T. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
- (i)** During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii)** All policies shall be primary over any insurance or self-insurance program carried by the Consultant or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii)** The Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv)** All policies shall be endorsed to provide at least thirty (30) days advance

written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

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

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

Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

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

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

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

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

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

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

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

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

Y. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign

immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Consultant of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

SUNRISE ENGINEERING, INC.:

Jason Linford, P.E., Star Valley Civil Department Manager
Employer ID #87-0395347

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location: The project area encompasses just under 1500 acres in the Upper Star Valley adjacent to and just west of the town of Afton, Wyoming. The source stream is Swift Creek which flows west to its' confluence with the Salt River (110.9498166°W 42.7258642°).
2. Purpose: To perform a Level I study for the West Afton/Nield String Master Plan.
3. History: The West Afton and Nield String Sprinkler Companies (Sponsor) are requesting a reconnaissance level study to determine the current condition and future needs for agricultural water delivery to 101 landowners. The pipeline serving the Sponsors originates at a common diversion structure at the mouth of Swift Creek Canyon just east of Afton. The pipeline is estimated to be 12 to 14 miles in length and provides gravity flow irrigation water to the service area. The Level I study will examine the condition of the agricultural irrigation system to provide the Sponsors with guidance for planning and phasing future rehabilitation and upgrades. This study will also evaluate options for the Sponsors to become a public entity that is eligible for future Commission funding.

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

C. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

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

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the

justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

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

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

b. If the Consultant develops, collects, and/or uses GIS data as a part of this project, the Consultant shall do so in accordance with the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at <https://water.geospatialhub.org/pages/wwdc-gis-standards>. A webinar on required GIS Standards, hosted by WWDC and WRDS, will be available following consultant selection and is strongly recommended.

The Consultant shall adhere to the following GIS standards:

(i) FEATURE MAPPING. The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. In certain circumstances, the consultant may need to provide a second set of

core data in a format for the benefit of the project sponsor. This would occur when a project sponsor already has GIS data in a format that differs from the Commission format, or when an alternative format would provide more benefit to the sponsor than the Commission format (e.g., a different coordinate system, or database structure). In these situations, the consultant will provide core GIS data using the Geodatabase template, and a second core GIS dataset in the format that meets the needs of the project sponsor. Auxiliary data sets, include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.

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

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

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

(i) Include in the final report a section describing the assumptions and methodology used by the Consultant in

generating the data and conclusions contained in that chapter.

- (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
- (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

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

PRE-CONSTRUCTION COSTS

Preparation of Final Designs & Specifications (subtotal #1 x 10%)	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees (Title of Opinion Only)	\$ _____
Acquisition of Access and Rights of Way	\$ _____

Pre-construction Costs Total \$ _____
(subtotal #4)

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (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.

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

Task 1. Scoping and Project Meetings

A scoping meeting shall be held early in the project schedule in the Afton area to familiarize the Sponsor and the public with the scope of the project as well as obtain and provide input and information to and from all affected parties. The Consultant shall prepare all presentation material, including maps and other visual aids as necessary, to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

Additional public project meetings shall be conducted to facilitate project activity coordination and to keep the Sponsor and all affected parties informed of progress. The Consultant should assume a minimum of two (2) public project meetings in the study area. When possible, meetings should be scheduled to coincide with Board meetings. The Consultant shall be responsible for setting and conducting these meetings in coordination with the Office project manager and the Sponsor. The Consultant shall prepare all notices, needed materials, and the meeting record. In addition to the public project meetings, several informal meetings with the Sponsor or Office project manager may be necessary during the course of the study. The Consultant shall notify the Office project manager in advance of any meetings with the Sponsor.

Task 2. Information Review

The Consultant shall gather and review all existing information related to the WASC/Nield String Sprinkler Companies' water supply and distribution system. This includes information available through the Sponsor, WWDO, Water Resources Data System (WRDS), Wyoming State Engineer's Office, Wyoming Department of Environmental Quality Water Quality Division (DEQ), and any other sources as appropriate. The Consultant shall coordinate with the Sponsor to obtain all past relevant studies that need to be reviewed. Improvements recommended to the water system in any of these reports

should be documented. In addition, the status of those recommended improvements should be identified (i.e.: disregarded, completed, in progress, pending, etc.). The Consultant shall also review and summarize all local area development plans, zoning ordinances, annexation policies and other regulations that may affect this project.

Task 3. System Assessment, Inventory, and Mapping

The Consultant shall confer with the Sponsor to identify specific problem areas and concerns that should be focused on during this task. The Consultant shall then propose the extent of inventory and evaluation to be performed in this task. Inventory and evaluations shall primarily focus on facilitating the objectives of this project that in part include addressing the Sponsor's areas of concern, identifying system deficiencies, and formulating improved GIS mapping. Development of the GIS may include verification of the accuracy of the water system connectivity, location of system components etc. During this task, the Consultant shall coordinate with the Sponsor during field work. The Consultant shall coordinate with the Office project manager and Sponsor regarding the expectations and limitations of this effort and shall be mindful of the following intentions of this task:

- a. The Consultant will inventory, map and conduct an evaluation of each structure, noting any deficiencies. The consultant shall examine and identify structures requiring maintenance or redesign. Structure stability, areas susceptible to corrosion, leakage and ongoing erosion issues shall be identified. The consultant shall identify components presently requiring repair, replacement or redesign and those components requiring repair, replacement or redesign within the next twenty (20) years. The Consultant will also make recommendations relative to the prioritization of pipe sections to be replaced, along with other system upgrades as needed. The consultant shall provide a schedule for the needed improvements as described in Task 6. The term 'structure' denotes any physical device built to convey, regulate, spill or measure discharge.
 - i. Assess the capacity and serviceability of existing conveyances, lateral distribution systems, and other major components of the water delivery system as applicable. Identify deficiencies and make recommendations for improvements needed to address these limitations.
 - ii. 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.
 - iii. The Consultant shall conduct easement and right of way mapping of property owners adjacent to the Sponsor's canals and laterals within the irrigation system. This information will be compiled, mapped and

provided in the final report with descriptions of easement type and if possible the last date the right of way was exercised. The Consultant shall assess the location of each canal, lateral, and structure with respect to the present and future encroachment of subdivisions, residential units and/or other structures or dwellings. The Consultant shall recommend appropriate solutions and prioritize improvements to preempt potential liability issues in terms of potential structure failure and subsequent flooding. This analysis will be incorporated into the Recommendations (Task 6).

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. The map features and attributes shall be recorded consistent with the Office GIS standards described in Section C (2.) (b) above. Mapping shall be extended as needed to facilitate objectives of this project that include identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsors shall include at least two sets of large size hard copy printouts of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 12. Two hard copy map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery. GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. of Attachment A.)

Task 4. Current Operations and Irrigation Efficiency Analysis

The Consultant shall evaluate the potential for delivery system and water conservation opportunities and review current maintenance operations and water use. This includes:

- a. Mapping of irrigated lands within the West Afton/Nield String Sprinkler Companies' Service Areas. The most recent Office irrigated lands data set will be updated based on the current aerial photos, and irrigation methods will be mapped.
- b. The Consultant shall determine and document farm delivery requirements by lateral or pipeline for the irrigated acreage within the served area.
- c. The Consultant shall review any flow/diversion records maintained by the Sponsor and document typical water use.

- d. The Consultant shall assess the need for, and optimal locations of measurement structures that will improve the effectiveness of water delivery in the system.
- e. The Consultant and the Sponsor shall review current maintenance schedules and procedures in order to recommend any needed operational changes.

Task 5. Review of Water Rights

The Consultant shall review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. As applicable, the Consultant shall also review any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

Water rights mapping shall be included in the updates to the Sponsor's GIS. The Consultant shall search the State Engineer's Office (SEO) database for associated permits and map those lands rights to the quarter-quarter or resurvey tract level. Supplemental supplies and groundwater rights on these lands will be mapped if applicable. If necessary, the Consultant shall also work with personnel from the SEO to verify the GIS mapping of the water rights and ensure that the most recent water rights are mapped onto the updated GIS.

Task 6. Recommendations and Cost Estimates

The Consultant shall develop a listing and descriptions of recommendations for system improvements identified during the study. The recommendations shall address needed infrastructure capital improvement projects along with suggestions for the funding, operation, and maintenance of the system. The Consultant will prioritize the recommendations in coordination with the Sponsor. A schedule shall be developed that identifies a phased approach for the implementation of the recommendations in accordance with their priority. For prioritized projects (most likely to get funded within the next ten to fifteen years) conceptual designs, including plan view and standard cross section drawings, will be of suitable detail and accuracy to allow the sponsor to move the project to WWDC Level III Construction funding if applicable.

The Consultant shall prepare construction cost estimates in tabular form for each of the recommended system improvements and shall be of sufficient detail to accommodate a Level III application if applicable. The table will identify both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Attachment A, Section C.3. The cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction contingencies. The cost estimates should be based on the year this study is completed. The Consultant shall then suggest an appropriate inflation factor that may be applied to the project's current year total cost and projected into the future per the schedule developed in this task.

All project recommendations should be mapped in the report and recorded in the GIS with the following attributes: a project identifier, project type (New or Rehabilitation), WWDC program, water supply type, estimates of construction cost and potential volume to be supplied or saved through the development of the project, consistent with WWDC GIS standards referenced in Section C (2.)(b.).

Task 7. Irrigation System Entity Formation

The consultant shall coordinate with the Sponsor regarding formation of a public sub-governmental entity to be considered for administration of the irrigation system. For purposes of eligibility for irrigation system grant and loan financing a special district shall be considered e.g., Irrigation District (W.S. 41-7-101), Water Conservancy District (W.S. 41-3-701), Public Irrigation and Power District (W.S. 41-7-801), or Watershed Improvement District (W.S. 41-8-101). The effort provided by the Consultant will consist of technical guidance and recommendations only. Pursuance of governance entity formation will be a local, sponsor driven initiative, separate from this study.

Task 8. Economic Analysis and Water System Financing

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

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

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

based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for the existing water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare two (2) funding scenarios for consideration by the Sponsor that demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 6. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate effects on the average bill for water users. These two (2) scenarios shall be presented in the draft and final reports in a tabular or other clear and concise format. The adjustment in revenues will be presented based on the following two (2) scenarios:

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

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 67% grant from WWDC and a 33% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

The Consultant shall then identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 33% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. Potential sources to be evaluated should include the U.S. Department of Agriculture, Wyoming DEQ-WQD Clean Water Act Section 319 and other potential state and federal funding sources.

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

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency.

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

Task 9. Discretionary Task

The Consultant shall place \$10,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be accomplished under this task and the cost of the work. No work will be initiated, or funds spent for this task, without direct approval from the Office project manager.

Task 10. Draft Report

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than May 15, 2023. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment "A", Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 11. Report Presentations

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; any materials presented or handed out at the

meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant shall also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

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

Task 12. Final Report and Deliverables

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

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials to the Office on or before September 1, 2023. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report and 2) Twelve (12) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

Five (5) CD or USB drive copies containing the final report and executive summary in a text-recognized Adobe Acrobat (pdf) format will be provided. The pdf version will be completely assembled into one stand-alone file and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

Three (3) CD or USB drive copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

Four (4) CD or USB drive or portable hard drive copies of the GIS data according to the WWDC GIS Framework Plan and Technical Memorandum. See Attachment “A”, Section C Project Requirements, item #2 for further details. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a CD or USB drive. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

**ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022**

SUNRISE ENGINEERING, INC.

Code	Classification	Rate	Code	Classification	Rate
101	Engineer Intern (E.I.T.) I	\$114	404	CAD Drafter IV	\$110
102	Engineer Intern (E.I.T.) II	\$125	451	Training Specialist I	\$130
103	Engineer III	\$140	452	Training Specialist II	\$135
104	Engineer IV	\$165	455	Training Supervisor	\$145
105	Engineer V	\$180	456	Training Manager	\$156
110	Principal Engineer	\$190	460	Training Director	\$185
121	Electrical Eng. Int. (E.I.T.) I	\$115	500	Funding Specialist	\$130
122	Electrical Eng. Int. (E.I.T.) II	\$128	510	Plan Reviewer	\$120
123	Electrical Engineer III	\$145	511	Building Inspector I	\$ 75
124	Electrical Engineer IV	\$167	512	Building Inspector II	\$ 95
125	Electrical Engineer V	\$190	513	Building Inspector III	\$115
126	Principal Electrical Eng.	\$206	525	Building Official	\$136
301	Engineering Tech I	\$ 85	601	GIS Specialist	\$106
302	Engineering Tech II	\$ 95	611	GIS Analyst	\$122
303	Engineering Tech III	\$105	51	Administrative I	\$ 48
304	Engineering Tech IV	\$130	52	Administrative II	\$ 66
311	Electrical Tech I	\$ 91	53	Administrative III	\$ 75
312	Electrical Tech II	\$100	721	Water Rights Specialist I	\$ 94
313	Electrical Tech III	\$118	722	Water Rights Specialist II	\$106
314	Electrical Tech IV	\$130	723	Water Rights Specialist III	\$120
315	Electrical Tech V	\$143	711	Project Manager I	\$105
351	Construction Observer I	\$ 85	712	Project Manager II	\$130
352	Construction Observer II	\$ 95	930	Survey CAD Tech	\$115
353	Construction Observer III	\$100	935	One Man Survey Crew	\$150
354	Construction Observer IV	\$110	940	Survey Manager	\$160
401	CAD Drafter I	\$ 80	945	Registered Surveyor	\$170
402	CAD Drafter II	\$ 90	950	Principal Surveyor	\$190
403	CAD Drafter III	\$100			

Reimbursable Expense Schedule

Expense	Rate
Mileage	\$0.585 per mile
Field Vehicle (on site)	\$50 per day
Per Diem Meals	\$45 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

Fee schedule is fixed for the term of the contract.

Level II Projects

Rehabilitation

**DOWLIN DIVERSION 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 Western Water Consultants, Inc. d/b/a/ WWC Engineering (Consultant), 1849 Terra Avenue, Sheridan, Wyoming 82801.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2024. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred nine thousand dollars (\$109,000.00).
 - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Scoping and Project Meetings	\$ 8,100.00
2. Information Review	\$ 5,200.00
3. System Mapping and Assessment	\$ 21,900.00
4. Current Operations and Irrigation Efficiency Analysis	\$ 5,300.00
5. Rehabilitation and Management Plan	\$ 8,700.00
6. Concept Level Designs and Cost Estimates	\$ 23,000.00
7. Economic Analysis and Project Financing	\$ 2,600.00
8. Discretionary Task	\$ 10,000.00
9. Draft Report	\$ 13,700.00
10. Report Presentations	\$ 3,500.00
11. Final Report and Deliverables	\$ <u>7,000.00</u>
TOTAL PROJECT COST	\$ 109,000.00

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

- C. Billing Procedures.** The Consultant shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Consultant fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Consultant performs its duties and responsibilities to the satisfaction of the Commission.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. **Responsibilities of Consultant.**

- A. **Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A.
- B. **Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
- (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.
 - (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
 - (iii) **Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the

Commission a party of any subcontract entered between the Consultant and a subcontractor.

- D. Requests from the Commission.** The Consultant shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft of Final Report.** The Consultant shall provide to the Commission a draft of the final report covering all work elements of the project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Attachment A. The Commission will respond promptly with written comments to the Consultant. The Consultant will address the comments of the Commission in the final report.
- G. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Consultant's services to be

performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.

- B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Commission shall cooperate with the Consultant in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Commission shall provide all criteria and full information regarding its requirements for the project.

7. **Special Provisions.**

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Consultant personnel in every phase of performance of Contract related work.
- D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission,

or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Consultant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.
- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any

future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts.

- (i) The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.
- (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

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

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

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

J. Conflicts of Interest

- (i) The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement

of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

- K. **Entirety of Contract.** This Contract, consisting of fifteen (15) pages; Attachment A, consisting of fifteen (15) pages; and Attachment B, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- L. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.
- M. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out

of Consultant's negligence or other tortious conduct.

- O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Consultant shall be free from control or direction over the details of the performance of services under this Contract. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Consultant agrees that no health or

hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Contract.

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

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

Commission/Office: Mabel Jones, mabel.jones1@wyo.gov, 307-777-7626.

Consultant: Murray Schroeder, mschroeder@wwcengineering.com, 307-742-0031.

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

terminate or renegotiate the Contract.

- S. Ownership and Return of Documents and Information.** The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services, for any reason, Consultant agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Consultant agrees to physically and electronically destroy any residual Commission-owned data, regardless of format, and any other storage media or areas containing such information. Consultant agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.
- T. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
- (i)** During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii)** All policies shall be primary over any insurance or self-insurance program carried by the Consultant or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

- (iii) The Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission’s option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

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

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

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

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

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

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

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

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

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

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

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

- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

WWC ENGINEERING:

Murray Schroeder, Principal
Employer ID #83-0250392

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

1. Location: The project is located in the Platte River Basin approximately 12 miles southwest of the community of Laramie (City) (N41.21998° W105.68749°). The source of water for the Dowlin Diversion is the northeasterly flowing Laramie River. The service area for the project includes 2500 irrigated acres of land held by the City (1400 acres) and private landowners. The property was acquired by the City in 1981 with the long-term plan of providing municipal water supplies for approximately 7000 homes.
2. Purpose: To perform a Level II study for the Dowlin Diversion Rehabilitation.
3. History: The rehabilitation study will examine the current condition of the Dowlin Diversion (including the off-channel head gate) and provide conceptual designs and cost estimates for future rehabilitation to upgrade and manage water delivery. The diversion was constructed over 100 years ago. Goals of rehabilitation of the diversion include improved efficiency and reliability of water delivery, enhanced operational safety of both the diversion and intake (especially during high water), reduction of major and routine maintenance, and fish passage. The diversion structure was identified as a priority for rehabilitation in both the WWDC 2016 Upper Laramie Watershed Study and the 2015 Laramie Water Master Plan. Conceptual designs to enhance fish passage were presented in the 2016 Study.

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

C. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

The Consultant shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is

submitted, on or before the last working day of the month.

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

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

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

b. If the Consultant develops, collects, and/or uses GIS data as a part of this project, the Consultant shall do so in accordance with the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at <https://water.geospatialhub.org/pages/wwdc-gis-standards>. A webinar on required GIS Standards, hosted by WWDC and WRDS, will be available following consultant selection and is strongly recommended.

The Consultant shall adhere to the following GIS standards:

(i) FEATURE MAPPING. The Consultant shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another

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

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

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

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

- (i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.
- (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.
- (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

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

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

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), USB drive(s), or other media as approved by the Office project manager, 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. The remaining thirty-three percent (33%) shall be acquired from external sources (for municipal projects); or from external sources and/or a loan from the Commission (for agricultural projects). 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 USDA Rural Utilities Service (RUS), the Consultant shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

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

7. Project Access

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

8. Stand-By Time

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

9. Well Permitting

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

10. Verification Log

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

D. SCOPE OF SERVICES

Task 1. Scoping and Project Meetings

A scoping meeting shall be held early in the project schedule in the project area to familiarize the Sponsor with the scope of the project as well as obtain and provide input and information to and from all affected parties. The Consultant shall prepare all presentation material, including maps and other visual aids as necessary, to explain the project. The scoping meeting location and time shall be coordinated with the Sponsor and Office project manager and should be held after the Consultant has reviewed all background information as described in Task 2.

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

Task 2. Information Review

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

The Consultant shall review the status of the Sponsor's water rights and produce a tabular inventory of these rights. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. If applicable, historic use of water under each permit will be estimated to determine if the water rights must be altered to accommodate the recommendations in this project. If applicable, the Consultant shall also review any water supply contracts held by the Sponsor and discuss their purpose and importance to the Sponsor.

The Consultant shall review any flow records maintained by the Sponsor and work with District personnel to document typical seasonal flows. If flows are not available, it may be necessary for the Consultant to gather flow data to aid in the proper design of alternatives. The Consultant shall work with the Sponsor for gathering necessary flow data.

The Consultant shall provide a summary of the existing information, identified in this task, in the final report.

Task 3. System Mapping and Assessment

The purpose of this task is to investigate the diversion structure and headgate. The Consultant shall assess both structures for integrity and longevity in the system. The Consultant shall provide recommended projects for either the necessary repair and/or replacement of both structures, including designs and cost estimates for each project. The designs and cost estimates shall be of sufficient detail to support the application for WWDC Level III funding. Cost estimates shall be in the format described in Attachment A, Section C.3., of this document.

The Consultant shall consider fish passage, sedimentation mitigation, access to the diversion, headgate automation and SCADA for stabilizing flows in the ditch and reacting to fluctuating flows in the Big Laramie River, and debris mitigation at the headgate. The

Consultant shall identify and document all the required easements, permits, legal costs, etc., for the proposed projects and cost estimates. The Consultant shall consult with the Office project manager and the Sponsor to include other design considerations that are not specifically listed above.

The Consultant shall evaluate whether the project(s) are in the public interest, stipulating if the proposed project's 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(s). This information shall be included in the draft and final reports of this study.

All mapping and corresponding data sets, existing and updated, shall be consolidated into a comprehensive GIS. The map features and attributes shall be recorded consistent with the Office GIS standards described in Section C (2.) (b) above. Mapping shall be extended as needed to facilitate objectives of this project that include the hydraulic model, addressing the Sponsor's areas of concern, identification of system deficiencies, and development of a modern and efficient GIS. Coordination shall take place with the Sponsor and Office project manager on field survey limitations and any mapping logistics.

Deliverables to the Sponsor shall include at least one set of large size hard copy printouts of the service areas and associated features for the Sponsor's use. These items are in addition to the GIS deliverables described in Task 11. Two hard copy map books shall also be produced for use by the Sponsor. The Consultant shall coordinate with the Office project manager and Sponsor on final production of all hard copy mapping media and its delivery. GIS data deliverables shall be in accordance with the "WWDO GIS Framework Data Plan" and the accompanying "GIS Standards Technical Memorandum." (Refer to Section C.2.b. of Attachment A.)

Task 4. Current Operations and Irrigation Efficiency Analysis

The Consultant shall evaluate the potential for delivery system and water conservation opportunities and review current maintenance operations and water use. This includes:

- a. Mapping of irrigated lands within the service area. The most recent Office irrigated lands data set will be updated based on the current aerial photos, and irrigation methods will be mapped.
- b. The Consultant shall assess the need for, and optimal locations of measurement structures that will improve the effectiveness of water delivery in the system.
- c. The Consultant and the Sponsor shall review current maintenance schedules and procedures in order to recommend any needed operational changes.

Task 5. Rehabilitation and Management Plan

Based on the work completed in Tasks 1 through 4, the Consultant will prepare a rehabilitation plan for the Dowlin Diversion. The plan will include the most effective and feasible options for providing reliable diversion of water through the project area including options and alternatives for mitigation of issues (including fish passage) and concerns detailed in the above tasks. The Consultant, in conjunction with the Sponsor and the Office Project Manager, will prioritize the needs by their immediacy, i.e. those requiring immediate attention and/or action. Needed improvements should be prioritized for consideration by the sponsor. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority. Non-structural improvements shall also be described with recommendations on how to make the changes. All proposed system improvements (structural and non-structural) shall be summarized and provided in the draft and final reports. Any permits necessary for the completion of such rehabilitation efforts shall be clearly identified.

All project recommendations should be mapped in the report and recorded in the GIS with the following attributes: a project identifier, project type (New or Rehabilitation), WWDC program, water supply type, estimates of construction cost (Task 6), and potential volume to be supplied or saved through the development of the project, consistent with WWDC GIS standards referenced in Section C (2.)(b.).

Task 6. Concept Level Designs and Cost Estimates

The Consultant shall prepare conceptual level designs and cost estimates for the phased construction costs of project alternatives which correlate with the Sponsor's schedule as indicated in the rehabilitation plan as prepared. These cost estimates must include all permitting costs, easements, and clearances necessary for the recommended system improvements. Costs for recommended changes in system maintenance, billing, operations, and outreach should also be well described and documented.

For prioritized projects (most likely to get funded within the next ten to fifteen years) that correlate with the Sponsor's schedule as indicated in the rehabilitation plan, the following applies:

- a. Conceptual designs, including plan view and standard cross section drawings, will be of suitable detail and accuracy to allow the Sponsor to move the project to WWDC Level III construction funding.
- b. Cost estimates shall be prepared according to the outline in Section C, Project Requirements, and must be of sufficient accuracy to move to funding partners. The construction cost estimates will include costs of design, permitting, land acquisition, construction engineering, materials and equipment, construction, and construction

contingencies. Cost estimates should be based on the year this study is completed. The cost estimates shall also be of sufficient accuracy to support a legislative request for Level III Construction funding.

Task 7. Economic Analysis and Project Financing

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

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

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

Next, the Consultant shall prepare two (2) funding scenarios for consideration by the Sponsor that demonstrate the adjustments in revenues that may be necessary to accommodate the prioritized recommendations, schedules, and cost estimates developed in Task 6. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting as defined by the above criteria. Within these adjustment scenarios, the Consultant shall demonstrate effects on the average bill for water users. These two (2) scenarios shall be presented in the draft and final reports in a tabular or other clear and

concise format. The adjustment in revenues will be presented based on the following two (2) scenarios:

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

Scenario 2: Assume that funding for WWDC **eligible** components will be in the form of a 67% grant from WWDC and a 33% loan from WWDC (4%, 30-year term), and funding for WWDC **non-eligible** components will only be in the form of Sponsor contribution from current or proposed water system revenues.

The Consultant shall then identify additional funding sources outside of WWDC that the Sponsor can pursue to obtain the 33% loan component (Scenario 2 above) and to fund WWDC **non-eligible** components that are necessary for the completion of a Level III construction project. Potential sources to be evaluated should include the U.S. Department of Agriculture, Wyoming DEQ-WQD Clean Water Act Section 319 and other potential state and federal funding sources.

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

The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically required for each agency.

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. Discretionary Task

The Consultant shall place \$10,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be accomplished under this task and the cost of the work. No work will be initiated, or funds spent for this task, without direct approval from the Office project manager.

Task 9. Draft Report

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than May 15, 2023. Five (5) CD or USB drive copies containing the draft report in a text-recognized Adobe Acrobat (pdf) format will also be provided, along with two (2) CD, USB drive, or portable hard drive copies of the draft GIS (if applicable) which comply with the standards specified in Attachment “A”, Section C Project Requirements, item #2. The PDF version will be completely assembled into one standalone file, and shall be exactly the same version as the hard copy. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). The project Sponsor shall be provided a copy of this draft report for their review.

Task 10. Report Presentations

Upon completion of the draft report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only) as obtained from the Office; any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in Casper or Cheyenne to present the results to the Commission. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines. The 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 incorporation of the Office's and the Sponsor's review comments on the draft report, the Consultant shall submit one (1) final report and one (1) executive summary in hard copy along with one (1) CD or USB drive containing the final report and executive summary in a text-recognized Adobe Acrobat (pdf) format to the Office 1 to 2 weeks prior to the final deadline for final comparison purposes. The pdf version shall be completely assembled into one stand-alone file and shall be exactly the same version as the hard copies. Any discrepancies discovered by the Office project manager between the hard copy and electronic copy during this final comparison are the responsibility of the Consultant to correct.

Upon completion of the final quality assurance process by the Office project manager, WRDS will assign an URL for the online posting of the final report and the Consultant shall submit all final documents and materials to the Office on or before September 1, 2023. These final documents and materials shall include: 1) Twelve (12) hard copies of the final report and 2) Twelve (12) stand-alone hard copies of the executive summary. The executive summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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

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

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

functional and can be modified. In addition to the above, one (1) electronic copy of the hydraulic model project file and all associated files will be included in the project notebook. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only).

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

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital, provided on a CD or USB drive. Each CD or USB shall be labeled with the project name, contents of the media and date (month and year only). Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, Consultant and date.

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ATTACHMENT B HOURLY RATE AND REIMBURSABLE EXPENSES PRICE SCHEDULE 2022

WWC ENGINEERING

PERSONNEL	HOURLY FEE	FIELD EQUIPMENT	FEE
Professional Level 1	\$105	Generator	\$110/day
Professional Level 2	\$121	Fluids Pump	\$110/day
Professional Level 3	\$136	Air Compressor	\$55/day
Professional Level 4	\$150	ATV	\$150/day
Professional Level 5	\$157	UTV	\$200/day
Professional Level 6	\$164	UTV with Tracks	\$300/day
Professional Level 7	\$170	Tape Reel, Motorized	\$55/day
Professional Level 8	\$182	Hammer Drill w/Bits	\$25/day
Administrative Assistant	\$65	Power Hand Auger	\$15/hour
Administrative Specialist	\$86	EGauge Compaction Testing	\$40/test
Technician 1	\$67	Dynamic Cone Penetrometer	\$50/test
Technician 2	\$72		
Technician 3	\$79	ENVIRONMENTAL MONITORING	FEE
Technician 4	\$84	Organic Vapor, O ₂ /LEL Meter	\$40/day
Technician 5	\$89	Water Level/Interface Probe	\$55/day
Technician 6	\$94	Disposable Bailer	\$15/each
Technician 7	\$102	Water Quality - Multi-Parameter Meter	\$50/day
Technician 8	\$108	Water Quality – Expanded Meter	\$105/day
CADD Operator 1	\$72	High Capacity In-Line Filter	\$25/each
CADD Operator 2	\$77	Disposable No-Purge Sampler - Large	\$50/each
CADD Operator 3	\$84	Disposable No-Purge Sampler - Small	\$35/each
CADD Operator 4	\$89	Disposable No-Purge Sampler - Custom	\$75/each
CADD Operator 5	\$94	Transducer/Data Logger	\$55/day or \$220/week
CADD Operator 6	\$100	Flow Meter	\$140/day or \$500/week
CADD Operator 7	\$105	Photoionization Detector	\$95/day
CADD Operator 8	\$114	Bailing Cord	\$0.10/foot
Expert Witness	Two times standard billing rate		
EXPENSES	FEE	SURVEYING EQUIPMENT	FEE
Subcontractors	Cost	UAV	\$300/flight (2-flight minimum) OR
Supplies/Material Purchased for Client	Cost	UAV	\$6/acre (500-acre minimum)
Miscellaneous Reimbursable Expense	Cost	GPS (Survey Grade)	\$375/day
Vehicle Mileage	\$0.585/mile	GPS (Sub-Meter Accuracy)	\$100/day
		Sonar	\$150/day or \$400/week
OFFICE	FEE	Total Station	\$25/hour
Photocopies	\$0.15/page	Robotic Total Station	\$50/hour
Large Format Photocopies - B&W	\$0.60/sq. ft.	Scanning Total Station	\$75/hour
Large Format Photocopies – Color	\$0.75/sq. ft.	Pipeline Locator	\$25/hour
Drawings - Large Format Plots	\$11/sheet	Differential Level	\$15/hour
Drawings - 11"x17"	\$1.30/page	Survey Rebar & Cap	\$7/each
Facsimiles	\$1/page	Lath, Survey	\$63/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each

Small Water Project Program

Funding Applications

2022

PROJECT AGREEMENT
MSC No. _____
(PROJECT) PROJECT

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, (Commission), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the **SPONSOR NAME**, **Sponsor's County** County, Wyoming, a duly organized **water and sewer district / water district / improvement and service district / watershed improvement district / conservation district / conservancy district / joint powers board / other** existing under the laws of that state (Sponsor), whose address is: **Address, City, WY Zip Code**.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design and construction of a small water development project and specify terms for the project. The following project is hereby authorized and financed according to the terms of enacted legislation and this Agreement:
 - (a) **Project [Project]; and**
 - (b) Appurtenances necessary to make the Project complete and function in the manner intended.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date until all provisions and conditions set forth herein have been satisfied.
4. **Special Provisions.**
 - A. The Commission approved a grant to the Sponsor of not more than **XXXX THOUSAND DOLLARS (\$XXXX.00)** or fifty percent (50%) of the actual development costs, whichever is less, which shall be disbursed to the Sponsor according to the terms of this Agreement. The Sponsor is responsible for acquiring the remaining fifty percent (50%) of the Project funds from other sources.
 - B. The Sponsor is responsible for acquiring, and shall submit to the Commission, all necessary public access agreements, permits, plans, specifications, change orders, operation and maintenance plans, funding participation and construction budgets, and any other document deemed necessary by the Commission. The Commission shall have a reasonable time to examine the documents and submit comments. If the plans and specifications require modifications, or if the proposed Project cannot be constructed with the funds available, the Sponsor shall be informed in writing and the Sponsor shall have a reasonable time to provide such information as may be required by the Commission, make authorized alterations to the proposed Project that are necessary to provide the Commission with a reasonable expectation that the Project may be constructed with the funds available, or terminate the Project.

- C. If the Commission determines that the Sponsor has met all necessary requirements described in Section 4(B) of this Agreement and the conditions of the Small Water Project Program Operating Criteria, the Commission shall notify the Sponsor that construction may commence. The Commission shall not reimburse the Sponsor for construction costs incurred prior to the receipt of the notice to proceed with construction from the Commission.
- D. The Sponsor shall complete the Project and shall be responsible for operation and maintenance of the Project in accordance with accepted engineering practices. The Sponsor shall be responsible for all operation, maintenance, and repair expenses, including labor. The Sponsor shall complete the Project no later than **December 31, 20XX**, and shall have settled all claims and paid all Project expenses by said date. No funds shall be paid by the Commission after said date specified, and the Sponsor shall be solely responsible for payment of any expenses incurred or claims received after said date.
- E. Funds disbursed under this Agreement may only be used as approved by the Commission to defray costs identified in the final plans and specifications or authorized by approved change orders to pay for permit procurement, Project land procurement, or design or construction engineering services essential to construction of the Project. Necessary and reasonable Project expenses or costs not directly identified above require prior written approval by the Commission.
- F. Prior to the disbursement of any funds, the Sponsor shall submit to the Commission a certified pay request, signed contractor invoices, before and after photos of the individual component, latitude and longitude coordinates, as built drawings, and any applicable finalized State Engineer's Office paperwork. Prior to the final payment, the Sponsor shall submit to the Commission an operation and maintenance plan, signed contractor invoices, and a certified payment request to the Commission, including: a Notice of Final Payment; **affidavit of publication documenting final settlement as required under W.S. 16-6-116 if the Sponsor determines the Project meets the definition of a "public work" as defined in W.S. 16-6-101(ix)**; before, during, and after photographs of the Project; certified as-constructed Project plans or a letter from the engineer certifying the Project is functioning in the manner intended; latitude/longitude coordinates; and finalized State Engineer's Office paperwork for any wells constructed. Requests for payment shall be certified by the Sponsor or its designated representative and accompanied by material invoices. Upon approval of the payment requests by the Commission, requests will be processed and disbursements will be delivered to a representative of the Sponsor. The Sponsor shall use funds disbursed by the Commission immediately upon receipt and in strict accordance with the requests for payment submitted by the Sponsor and approved by the Commission.

Payments made by the Commission shall be coordinated with all other Sponsor funding sources, including in-kind contributions, so that the total amount provided to the Sponsor from all funding sources shall not exceed ONE-HUNDRED

PERCENT (100%) of total Project costs. Total Project costs may include the value of any in-kind contributions for the installation of Project materials purchased specifically for the Project, as documented by invoice and determined by the Commission. For the purposes of calculating total Project costs, in-kind contributions shall not exceed FIFTY-PERCENT (50%) of total Project costs. The total amount provided to the Sponsor shall not exceed FIFTY PERCENT (50%) of total Project costs.

- G. Representatives of the Commission shall have the right of ingress and egress to enter upon the premises at any time, for the purpose of inspection for the life expectancy of the Project. If the Sponsor does not own the premises upon which the Project is located, or does not own access to the Project, the Sponsor shall obtain written permission from the landowner(s) of the premises on which the Project is located, and any land needed for access to the Project, for representatives of the Commission to have access to the Project for inspection purposes, and the ability to collect necessary resource data, as defined by Wyo. Stat. § 6-3-414(e)(iv).
- H. If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the Commission determines that the Sponsor has, without good cause, abandoned completion of the Project, the Sponsor shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

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

5. **General Provisions.**

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

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Audit and Access to Records.** If at any time after execution of this Agreement and before one (1) year after the date of final payment to the Sponsor, the Commission requests an audit of funds disbursed, the Sponsor agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the Commission. The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement.
- D. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, and public works. The Sponsor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall

be effective only after it is reduced to writing and executed by all parties to the Agreement.

- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Agreement.

- M. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- N. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Commission expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- R. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- S. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- T. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by PDF shall be

followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

DISTRICT (Sponsor):

, Chairman

Date

, Secretary

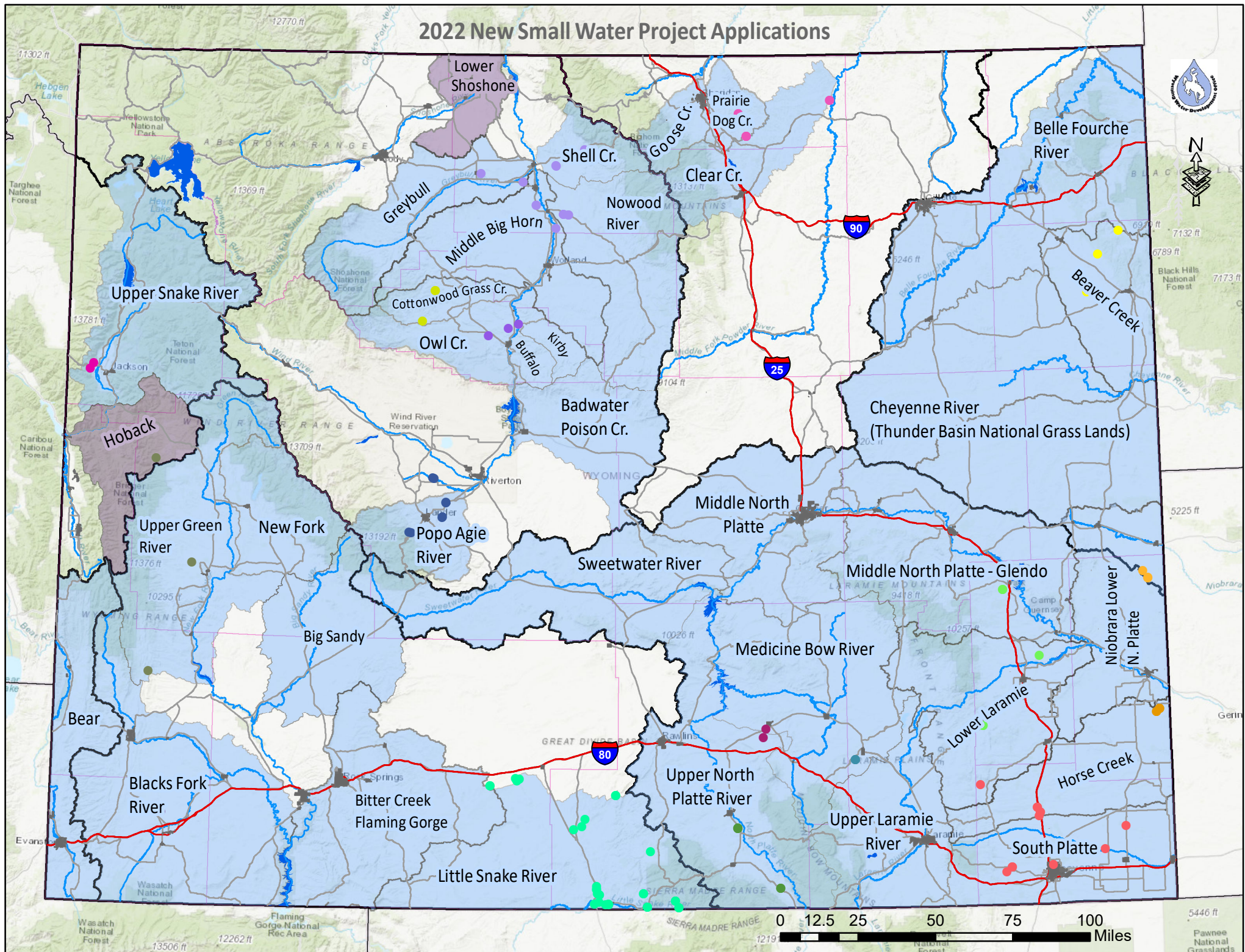
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM







Megan Pope, Senior Assistant Attorney General

Date

2022 New Small Water Project Applications



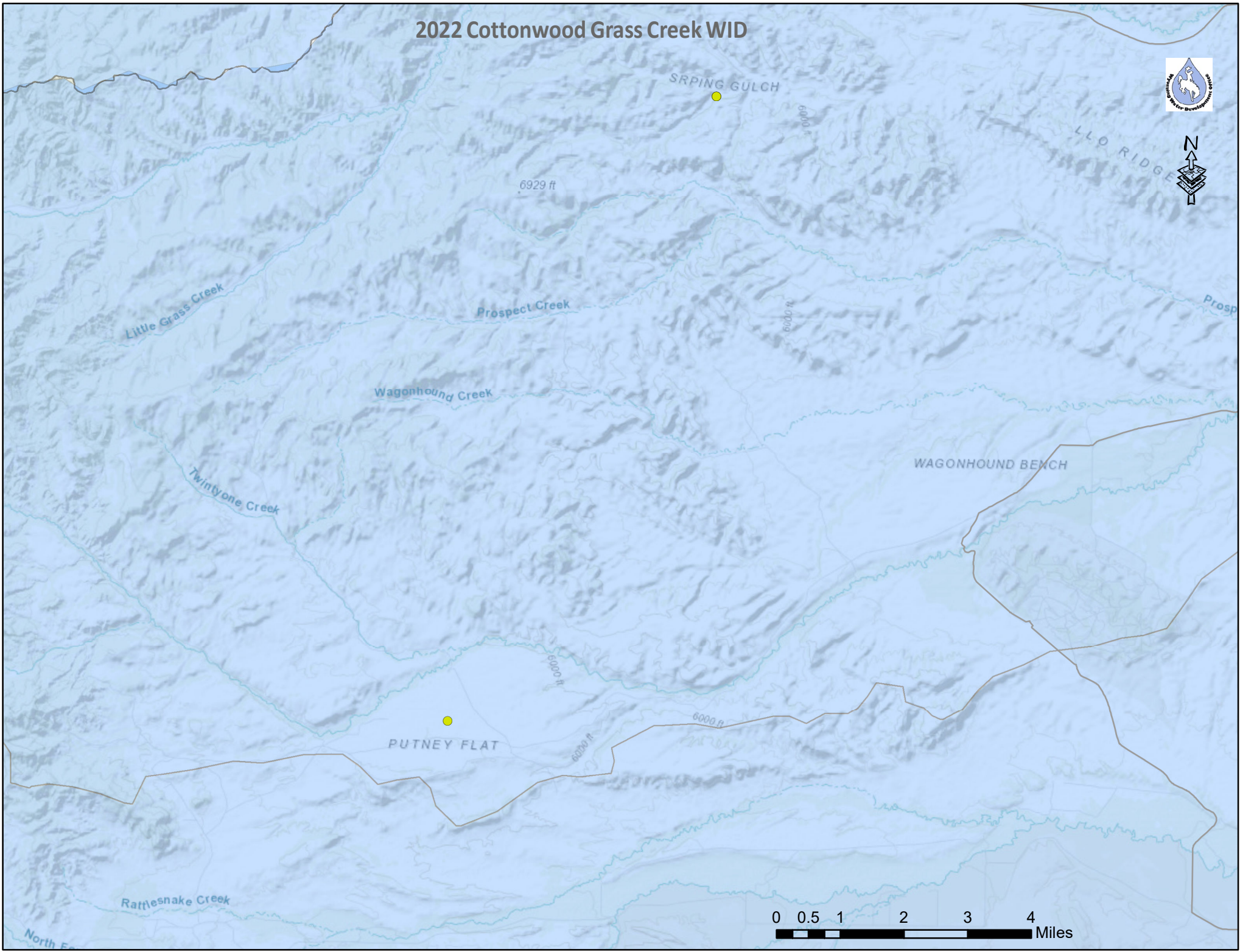
2022 Small Water Program Summary for Account I

Sponsor	Primary Project Name	Account	Watershed Study	Priority	Estimated Total Cost	WWDC Grant	Project Type	Sponsor Summary
Cottonwood Grass Creek WID								
	Putney Ditch Pipeline	I	Cottonwood Grass Creek	3	\$37,750.00	\$18,875.00	Pipeline and Conveyance	
Hot Springs CD								
	Byrd Irrigation Pipeline	I	Not Identified in a WS Study	1	\$86,136.00	\$35,000.00	Pipeline and Conveyance	3 projects for \$84,300
	Heinze Irrigation Pipeline	I	Not Identified in a WS Study	1	\$36,600.00	\$18,300.00	Pipeline and Conveyance	
	Ward Setti Pipeline	I	Not Identified in a WS Study	1	\$62,000.00	\$31,000.00	Pipeline and Conveyance	
Laramie County CD								
	Clark Stock Extension	I	Horse Creek	3	\$39,100.00	\$19,550.00	Pipeline and Conveyance	7 projects for a total of \$ 175,200
	Deselms Stock Water	I	Not Identified in a WS Study	3	\$30,600.00	\$15,300.00	Pipeline and Conveyance	
	Gill Diversion	I	Not Identified in a WS Study	6	\$65,600.00	\$32,800.00	Wetland Development	
	Hume Homestead Spring Diversion	I	Not Identified in a WS Study	3	\$83,950.00	\$35,000.00	Pipeline and Conveyance	
	Pointe Reservoir Fishery Well	I	Not Identified in a WS Study	1	\$48,000.00	\$24,000.00	Well	
	Repshire South Pasture Stock Water	I	Not Identified in a WS Study	3	\$27,100.00	\$13,550.00	Pipeline and Conveyance	
	That Woman No 2 Well	I	Not Identified in a WS Study	1	\$73,600.00	\$35,000.00	Well	
Laramie Rivers CD								
	Salamander Well No 1	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
Little Snake River CD								
	789 Irrigation Pipeline	I	Not Identified in a WS Study	3	\$50,000.00	\$25,000.00	Pipeline and Conveyance	17 projects for a total of \$500,000
	Big Gulch Stock Water Well	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
	Cottonwood Rim Well No 1	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
	Cottonwood Rim Well No 2	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
	Dad Juniper Livestock Pipeline North	I	Not Identified in a WS Study	3	\$85,000.00	\$35,000.00	Pipeline and Conveyance	
	Dad Juniper Livestock Pipeline South	I	Not Identified in a WS Study	3	\$70,000.00	\$35,000.00	Pipeline and Conveyance	
	Dixon Ditch Lining	I	Not Identified in a WS Study	3	\$35,000.00	\$17,500.00	Pipeline and Conveyance	
	Five Mile Point State Water Well	I	Not Identified in a WS Study	1	\$85,000.00	\$35,000.00	Well	
	H&C LLC North Baggs Grazing Allotment Pond	I	Not Identified in a WS Study	2	\$30,000.00	\$15,000.00	Small Reservoir	
	High Savery Dam Tailwater Restoration 2022	I	Not Identified in a WS Study	5	\$300,000.00	\$35,000.00	Environmental	
	JR Irrigation Pipeline	I	Not Identified in a WS Study	3	\$35,000.00	\$17,500.00	Pipeline and Conveyance	
	Mesa Irrigation Pipeline	I	Not Identified in a WS Study	3	\$60,000.00	\$30,000.00	Pipeline and Conveyance	
	Orchard Reach River Restoration	I	Not Identified in a WS Study	5	\$105,500.00	\$35,000.00	Environmental	
	Red Wash Stock Water Well 19-97-35	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
	Slide Draw Stock Water Well 18-90-15	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	
	Sugarloaf Livestock Pipeline	I	Not Identified in a WS Study	3	\$45,000.00	\$22,500.00	Pipeline and Conveyance	
	Willie Ditch Lining	I	Not Identified in a WS Study	3	\$45,000.00	\$22,500.00	Pipeline and Conveyance	
North Platte Valley CD								
	Lower North Platte River - Lerwick Western Pasture	I	Not Identified in a WS Study	1	\$64,500.00	\$32,250.00	Pipeline and Conveyance	2 projects for a total of \$67,250
	Lower North Platte River - Lerwick Eastern Pasture	I	Not Identified in a WS Study	1	\$73,347.00	\$35,000.00	Well	
Platte County RD								
	Britt Wilson Small Water Project	I	Not Identified in a WS Study	3	\$33,200.00	\$16,600.00	Pipeline and Conveyance	3 projects for a total of \$74,225
	Criss Project No 2	I	Not Identified in a WS Study	1	\$45,250.00	\$22,625.00	Pipeline and Conveyance	
	Springfield Ranch Livestock Water Improvement	I	Not Identified in a WS Study	1	\$70,000.00	\$35,000.00	Well	

Popo Agie CD								
	Hopkins - Hamilton 6A	I	Not Identified in a WS Study	5	\$198,186.00	\$35,000.00	Environmental	5 projects for a total of \$169,200
	Hopkins - Hamilton 6B	I	Not Identified in a WS Study	5	\$270,228.00	\$35,000.00	Environmental	
	J Hamilton Site 1A	I	Not Identified in a WS Study	5	\$140,380.00	\$35,000.00	Environmental	
	J Hamilton Site 1B	I	Not Identified in a WS Study	5	\$162,775.00	\$35,000.00	Environmental	
	Nicholas Solar Pump Pipeline & Tank	I	Not Identified in a WS Study	3	\$58,400.00	\$29,200.00	Pipeline and Conveyance	
Saratoga Encampment Rawlins CD								
	Big Creek Well & Pipeline	I	Not Identified in a WS Study	1	\$200,000.00	\$35,000.00	Well	2 projects for a total of \$70,000
	Box Reservoir & Well	I	Not Identified in a WS Study	2	\$113,375.00	\$35,000.00	Small Reservoir	
Sheridan County CD								
	Butterfield Draw - Piney Creek Stockwater Development	I	Not Identified in a WS Study	1	\$74,750.00	\$35,000.00	Well	2 projects for a total of \$70,000
	Dow Prong - Dutch Creek Stockwater Development	I	Not Identified in a WS Study	1	\$74,750.00	\$35,000.00	Well	
South Big Horn CD								
	Flitner Pipeline & Headgate	I	Not Identified in a WS Study	1	\$18,800.00	\$9,400.00	Pipeline and Conveyance	8 projects for a total of \$186,700
	Kershner Ditch Pipeline	I	Not Identified in a WS Study	3	\$58,000.00	\$29,000.00	Pipeline and Conveyance	
	McNiven Pipeline	I	Not Identified in a WS Study	3	\$42,400.00	\$21,200.00	Pipeline and Conveyance	
	Murray Irrigation Pipeline	I	Not Identified in a WS Study	3	\$7,200.00	\$3,600.00	Pipeline and Conveyance	
	Paxton Sediment Basin & Pipeline	I	Not Identified in a WS Study	1	\$111,577.00	\$35,000.00	Small Reservoir	
	Rafter T Irrigation Pipeline	I	Not Identified in a WS Study	1	\$37,000.00	\$18,500.00	Pipeline and Conveyance	
	Thompson Lateral Pipeline - Phase 1	I	Not Identified in a WS Study	3	\$349,399.00	\$35,000.00	Pipeline and Conveyance	
	Van Fleet Irrigation Pipeline	I	Not Identified in a WS Study	3	\$101,100.00	\$35,000.00	Pipeline and Conveyance	
Sublette County CD								
	Bailey No 1 Stock Reservoir	I	Not Identified in a WS Study	1	\$140,000.00	\$35,000.00	Small Reservoir	2 projects for a total of \$50,800
	Dead Shot No 1 Reservoir	I	Not Identified in a WS Study	1	\$31,600.00	\$15,800.00	Small Reservoir	
Teton CD								
	Blue Mountain Bench Fire Suppression Water Cistern	I	Not Identified in a WS Study	2	\$47,000.00	\$23,500.00	Rural Community Fire Suppression	2 projects for a total of \$58,500
	Surface Water Pond for Fire Supression	I	Not Identified in a WS Study	2	\$75,750.00	\$35,000.00	Rural Community Fire Suppression	
Uinta County CD								
	Broadbent Section 25 Well	I	Not Identified in a WS Study	1	\$51,000.00	\$25,500.00	Well	
Weston County NRD								
	Geier - Tavegia USFS Livestock Pipeline	I	Not Identified in a WS Study	3	\$106,340.00	\$35,000.00	Pipeline and Conveyance	3 projects for a total of \$69,650
	Hiser Well & Pipeline Extension	I	Beaver Creek	1	\$27,500.00	\$13,750.00	Well	
	Jensen Pipeline Extension	I	Not Identified in a WS Study	3	\$41,800.00	\$20,900.00	Pipeline and Conveyance	

Small Water Account I Summary	
Available in the New Development Account as of 1/11/2022	\$826,020.00
2022 Omnibus Construction Bill Appropriation	<u>\$1,000,000.00</u>
Subtotal	\$1,826,020.00
New 2022 Requests (59 projects)	<u>\$1,655,200.00</u>
Remaining (Subtotal 1 - 2022 Requests)	\$170,820.00

2022 Cottonwood Grass Creek WID





THE STATE OF WYOMING
Water Development Office

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FAX: (307) 777-6819



2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Putney Ditch Pipeline

Program: New Development

Project Type: Pipeline

County: Hot Springs

Sponsor and Status: Cottonwood Grass Creek Watershed Improvement District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$37,750

Requested Grant: \$18,875

Identified in a Watershed Study: Yes

Watershed Study: Cottonwood Grass Creek

1. Project Description:

The purpose of this project is to install 6000 feet of 12-inch HDPE pipe and the valving necessary to connect it to gated irrigation pipe. The gated irrigation pipe is not a part of this project.

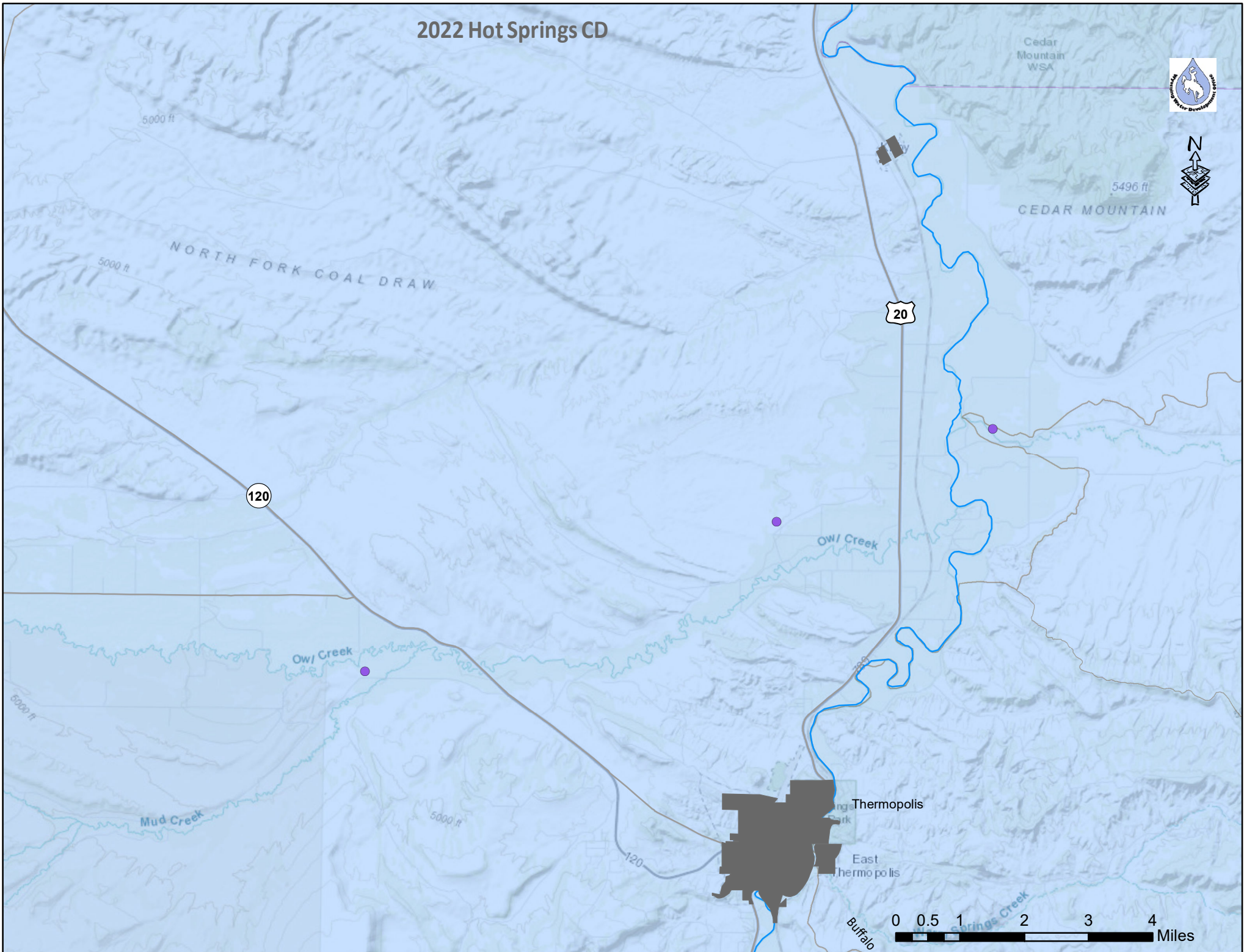
2. Sponsor Defined Public Benefit:

"Water conservation, Wildlife habitat improvement, Riparian area improvement"

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Hot Springs CD



0 0.5 1 2 3 4 Miles



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Byrd Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Hot Springs

Sponsor and Status: Hot Springs Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$86,136

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to replace 4,547 feet of open ditch with buried pipe.

2. Sponsor Defined Public Benefit:

"Decreased sediment deposited in the Big Horn River, flood control, irrigating efficiency."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Heinze Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Hot Springs

Sponsor and Status: Hot Springs Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$36,600

Requested Grant: \$18,300

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 430 feet of buried pipe, one 12-inch riser, and one headgate.

2. Sponsor Defined Public Benefit:

"Reduce erosion, increase irrigation efficiency, and decrease potential for non-point water pollution."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Ward Setti Pipeline

Program: New Development

Project Type: Pipeline

County: Hot Springs

Sponsor and Status: Hot Springs Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$62,000

Requested Grant: \$31,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to convert an irrigation ditch into pipe. Included in this project is 1,320 feet of irrigation pipe and one 12-inch riser assembly.

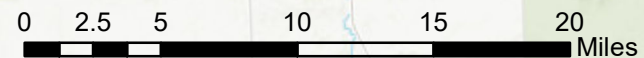
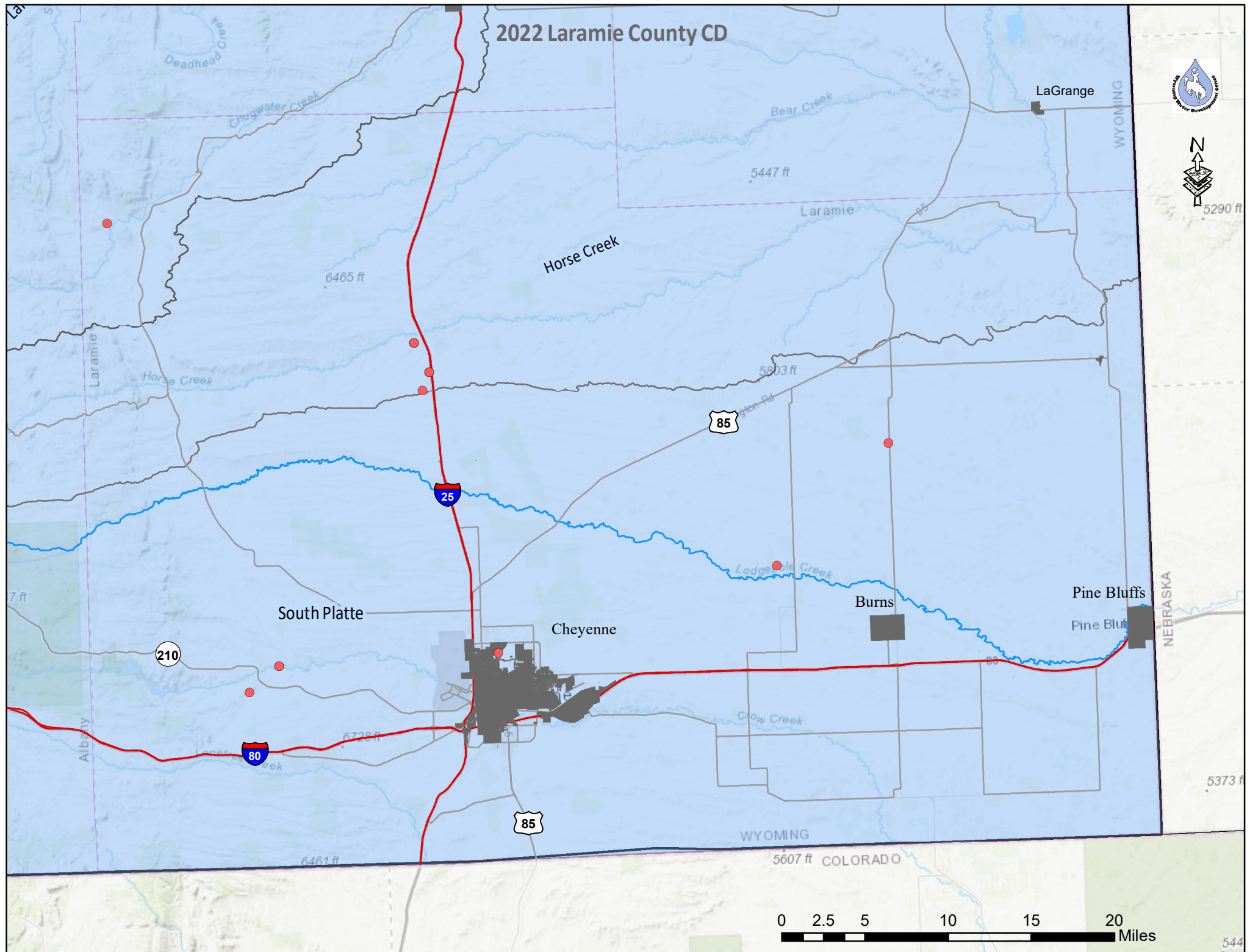
2. Sponsor Defined Public Benefit:

"The public benefit from this project comes from the decrease in water lost through the degraded dirt ditch, better utilization of irrigation water, making more irrigation water available to users downstream, and decreasing erosion & deposition of silt."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Laramie County CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Clark Stock Extension

Program: New Development

Project Type: Pipeline

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$39,100

Requested Grant: \$19,550

Identified in a Watershed Study: Yes

Watershed Study: Horse Creek

1. Project Description:

The purpose of this project is to extend a pipeline from an existing well to a 6000-gallon storage tank and 8 ft tire tank positioned on a high bench to alleviate cattle trailing down a steep slope. The extension will also include roughly 1300-feet of 1.5" HDPE pipe and a 13-foot tire tank for roughly 30 cow calf pairs.

2. Sponsor Defined Public Benefit:

"The Clark Extension will alleviate the erosion produced from trailing cattle going from the top of the bench down to the stock well in the bottom of the draw. Sandier soils exist in some of these areas and are causing increased erosion. Placing a tank on the top of the ridge will provide almost two separate pastures the cattle can utilize, thereby reducing the trailing down the steeper slope and allowing for revegetation to take place. It is assumed weed growth would be hampered once the native vegetation can make its way back. There is a known herd of pronghorn that would also utilize the high tank."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Deselms Stock Water

Program: New Development

Project Type: Pipeline

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$30,600

Requested Grant: \$15,300

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project calls for a 3600-foot pipeline extension from an existing well for better distribution in a 320-acre pasture. The pasture has recently been treated for cheatgrass and will be rested for another year before starting a new management plan. A 10-foot tire tank will be placed at the end of the pipeline immediately above Shivington Draw.

2. Sponsor Defined Public Benefit:

"Better distribution of cattle and implementing an improved grazing plan will help hasten the recovery of this pasture. Vegetation and range condition should become enhanced and provide more forage and even habitat for anything from migratory plains birds to the local pronghorn and mule deer herds."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Gill Diversion

Program: New Development

Project Type: Wetland

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 6. Recreation

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$65,600

Requested Grant: \$32,800

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to develop an off-channel wetland that will provide habitat for both waterfowl and wildlife alike. A higher capacity diesel pump capable of producing 100 gpm will be used to fill a shallow wetland pond around 2 acre-feet in capacity.

2. Sponsor Defined Public Benefit:

"Increasing overall acreage of wetland habitat in Laramie County is a benefit to both waterfowl of all types and mule deer populations that roam the high plains west of Cheyenne."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Hume Homestead Spring Diversion

Program: New Development

Project Type: Pipeline

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$83,950

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project uses an existing spring to develop a watering system that will supply additional water sources to a mostly dry pasture. The pasture contains one large spring where the cattle congregate. This system will strategically space three tanks to better utilize two pastures and protect the riparian area around the spring. The spring supplies more than enough water for the proposed 300 yearling operation.

2. Sponsor Defined Public Benefit:

"Better distribution across the pasture will allow the spring and surrounding riparian area to recuperate from overutilization. Better distribution also leads to more diverse vegetative cover and more even utilization throughout the pasture. The District would like to protect the spring from nutrient loading in the future as well. Wildlife in the form of both deer and a large antelope herd will also benefit from improved grazing and the developed water."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING
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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Pointe Reservoir Fishery Well

Program: New Development

Project Type: Well

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$48,000

Requested Grant: \$24,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes drilling a lower production groundwater well to help sustain a kid's fishery within the City of Cheyenne. During recent drier years, the level of the existing reservoir (Permit 11505R) has dropped a couple of feet reducing the inactive capacity. The Wyoming Game and Fish proposed using this existing permitted fishing reservoir as a fishery within the City of Cheyenne. This leaves the question of how to best preserve the existing capacity so that fish can exist through winter as the reservoir drops between 0.5 and 1.0 acre-feet annually during dry years. The well would be used to supplement the fisheries' water levels to ensure overwinter survival.

2. Sponsor Defined Public Benefit:

"As mentioned above, this project would provide enough supplemental water to ensure a fishery within City limits. We are assuming between 0.5 and 1.0 acre-foot would be necessary to maintain a 12-foot depth to the pond, enabling fish to survive the winter season. The public benefit would be the providing of a recreational use within the City limits of Cheyenne."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Repshire South Pasture Stock Water

Program: New Development

Project Type: Pipeline

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$27,100

Requested Grant: \$13,550

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will include 3,200 feet of pipe and a 10-foot tire tank from an existing well.

2. Sponsor Defined Public Benefit:

"This pasture originally provided livestock access to lodgepole creek for water. A riparian pasture was created to improve wetland habitat for wildlife. Due to the new riparian fence this pasture currently has no access to water. This project will provide livestock water for this new pasture which is all part of a larger project to improve wildlife habitat in the area by improving a wetland area. It will also improve grazing distribution for the pasture by being central located. Better grazing management will allow for improved range vegetation and condition which provides benefit for wildlife including pronghorn, mule deer, and sharp tail grouse that frequent the area. Proper grazing management also reduces chances of new noxious weeds infesting an area as well as reducing soil erosion."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: That Woman No 2 Well

Program: New Development

Project Type: Well

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$73,600

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project aims to develop water in a 260-acre pasture that contains one spring. A well is to be drilled and a stock pipeline trenched from the well to the northern end of the pasture. A western leg of the pipeline will also water a separate 200-acre pasture. This project will provide water for up to 300 yearlings and will include two 10-foot tire tanks in the northern pasture and one 10-foot tire tank in the western pasture.

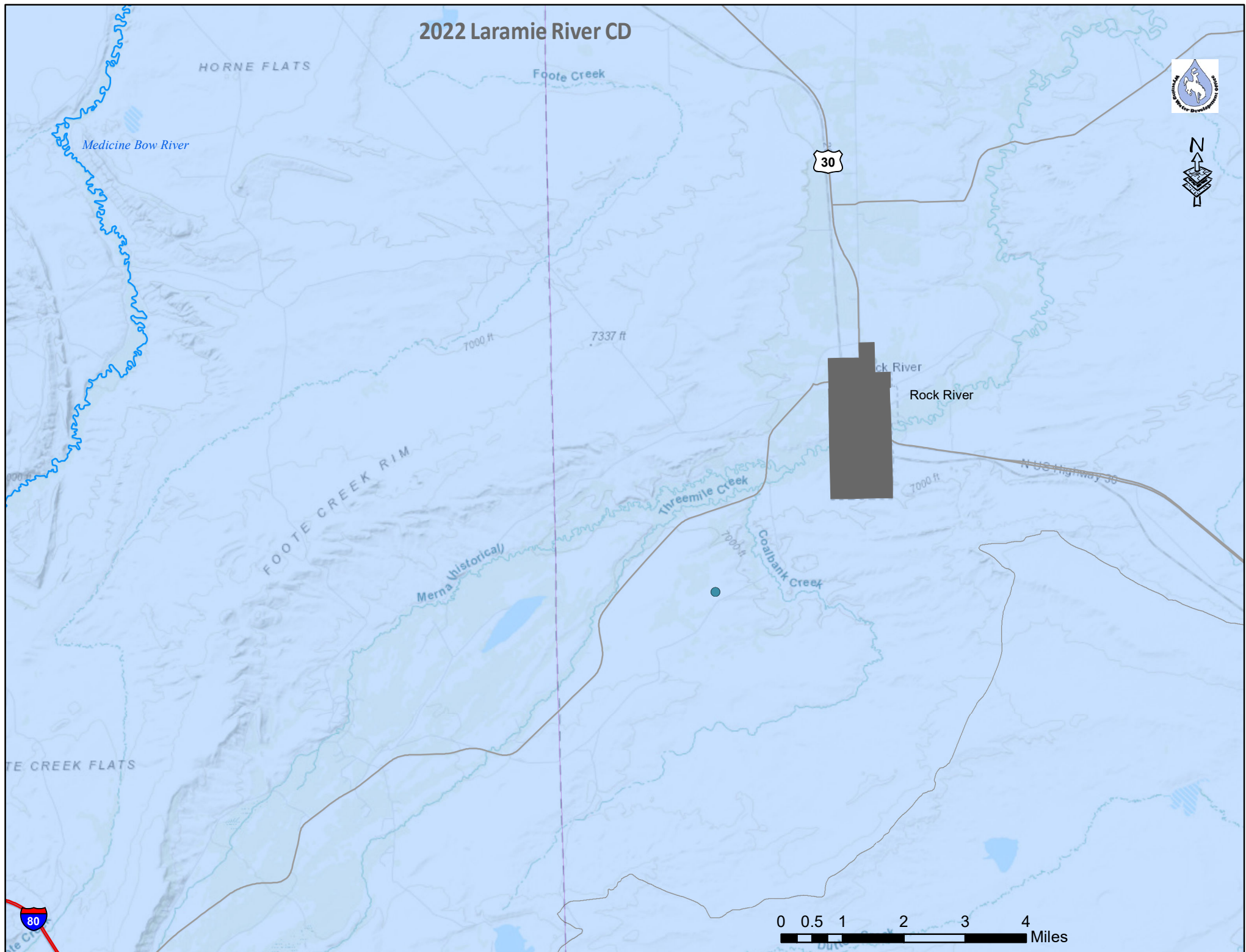
2. Sponsor Defined Public Benefit:

"This project will provide a much-improved utilization of the pastures and allow for less focalized grazing along the spring and riparian draws that exist. Improved utilization allows for more diverse vegetation and better weed control. These pasture support both mule deer and large herds of pronghorn."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Laramie River CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Salamander Well No 1

Program: New Development

Project Type: Well

County: Albany

Sponsor and Status: Laramie Rivers Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to drill a well in a pasture with limited water. In addition to the well the project sponsor would like to install a solar system, 3 tire tanks, and 3,767 feet of pipe.

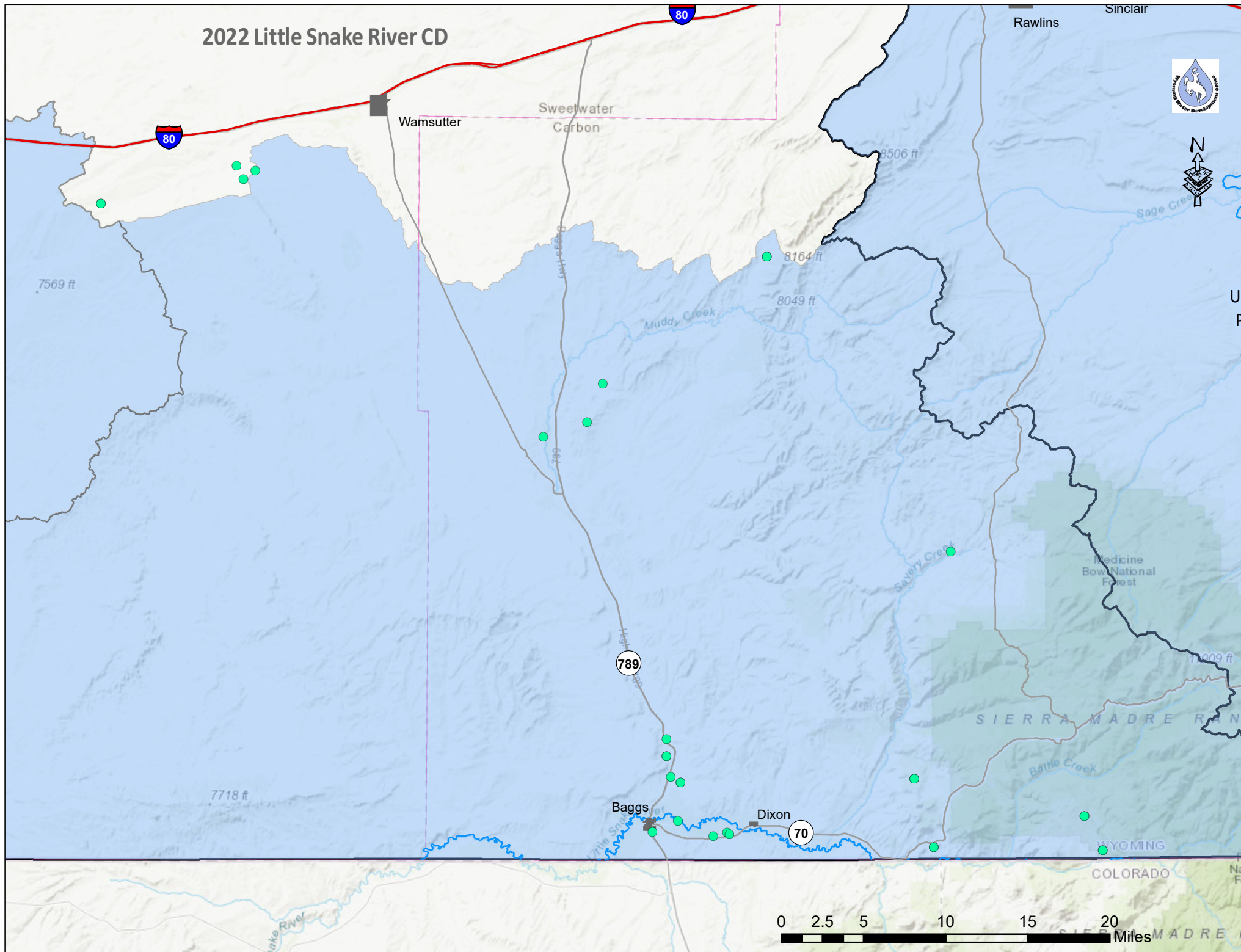
2. Sponsor Defined Public Benefit:

"The public benefits of this project include providing another source of water to the State of Wyoming Leased Lands, allow for more cross fencing with wildlife friendly fencing so a better rotational plan can be developed for our cattle that will reduce overall overgrazing and protect the riparian area of Coal Bank. Clean water can be provided for more months throughout the year for the antelope, elk and deer found in this area. If cattle are kept away from Coal Bank there is the possibility willows can be established to stabilize the creek bank and reduce erosion thereby reducing sedimentation of Three Mile Creek and Rock Creek. If willows can be established along Coal Bank, beaver can be moved from Rock Creek to Coal Bank providing a natural flow control and bank stabilization."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Little Snake River CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: 789 Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$50,000

Requested Grant: \$25,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to convert 2,700 feet of dirt irrigation ditch to pipe.

2. Sponsor Defined Public Benefit:

"Project public benefit is approximately 2720' of dirt ditch will be eliminated which will eliminate seepage. It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries".

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Big Gulch Stock Water Well

Program: New Development

Project Type: Well

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes drilling a well and installing plumbing equipment, solar system, pump, storage tank, and a short pipeline to the trough.

2. Sponsor Defined Public Benefit:

"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Cottonwood Rim Well No 1

Program: New Development

Project Type: Well

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project includes drilling a well, installing plumbing equipment, a solar platform, pumps, storage tanks, and a 200' pipeline to a trough.

2. Sponsor Defined Public Benefit:

"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Cottonwood Rim Well No 2

Program: New Development

Project Type: Well

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project includes drilling a well, installation of plumbing equipment, a solar platform, pump, storage tank, and a 200' pipeline to the trough.

2. Sponsor Defined Public Benefit:

"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dad Juniper Livestock Pipeline North

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$85,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 15,513 feet of pipeline from an existing well. Two stock tanks will be installed along the pipeline.

2. Sponsor Defined Public Benefit:

"Pipeline projects improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dad Juniper Livestock Pipeline South

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 16,800 feet of pipeline from an existing well to a storage tank and three new stock tanks. This area currently has no existing water for the lessee to use.

2. Sponsor Defined Public Benefit:

"Pipeline projects improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat. Pipeline projects improve efficiency requiring less water being diverted making water available for other purposes including industrial, municipal, agricultural, and environmental purposes."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dixon Ditch Lining

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$35,000

Requested Grant: \$17,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 360 feet of 18-inch pipeline in three different sections of ditch. This project will also include three inlet structures.

2. Sponsor Defined Public Benefit:

"Project public benefit is approximately 360' of dirt ditch will be eliminated which will eliminate seepage. It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Five Mile Point State Water Well

Program: New Development

Project Type: Well

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$85,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to drill a water well, install a submersible pump and hook the system up to nearby electrical line. Near the well site a large bottomless stock tank will be installed with approximately 400 feet of water line buried from the well to the tank.

2. Sponsor Defined Public Benefit:

"Project will facilitate better livestock distribution in this pasture in addition to allowing greater flexibility within the existing grazing system to utilize this pasture at other times of the year. This will result in improved range condition and improvement to wildlife habitat and reduced upland erosion."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: H&C LLC North Baggs Grazing Allotment Pond

Program: New Development

Project Type: Small Reservoir

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 2. Storage

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$30,000

Requested Grant: \$15,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes the construction of an earthen dam with a 12" pipe principal spillway. Water rights will be filed for stock water purposes.

2. Sponsor Defined Public Benefit:

"Project will facilitate better livestock distribution in this pasture in addition to allowing greater flexibility within the existing grazing system to utilize this pasture at other times of the year. This will result in improved range condition and less utilization of riparian habitats. Overall improvement to wildlife habitat and riparian condition are expected."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: High Savery Dam Tailwater Restoration 2022

Program: New Development

Project Type: Environmental

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 5. Environmental

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$300,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to stabilize Savery Creek downstream of High Savery Dam. Savery Creek is experiencing excessive lateral migration in this location. This project will include using natural channel design criteria, rock barbs, vanes, toe wood, channel shaping, and realignment to stabilize Savery Creek.

2. Sponsor Defined Public Benefit:

"Public benefit consists of enhance fish and recreational opportunities as a result of enhanced fisheries habitat in the tailwater section of Savery Creek below High Savery Dam. Project also protects high value riparian and wetlands along Savery Creek that are utilized by numerous species of wildlife. Indirectly will result in long term reduce cost of State expenditure to protect mitigation wetlands below High Savery Dam and will restore Savery Creek on BLM land to Properly Functioning Condition (PFC)."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: JR Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$35,000

Requested Grant: \$17,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 1,200 feet of pipe and an inlet within a canal.

2. Sponsor Defined Public Benefit:

"Project public benefit is approximately 1200' of dirt ditch will be eliminated which will eliminate seepage. It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Mesa Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$60,000

Requested Grant: \$30,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 1,320 feet of 24 inch pipe with inlet and outlet structures in a standard dirt irrigation ditch.

2. Sponsor Defined Public Benefit:

"Project public benefit is approximately 1320' of dirt ditch will be eliminated which will eliminate seepage. It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Orchard Reach River Restoration

Program: New Development

Project Type: Environmental

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 5. Environmental

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$105,500

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

In the last decade this reach has experienced increased alluvial deposition which has resulted in more near bank erosion that is threatening a wetland mitigation site. This rehabilitation project is designed to add additional protection for wetland mitigation sites, bank protection and fisheries habitat enhancements. This is additional work to that completed in 2012 through this reach of the Little Snake River. This project will install two to three rock vanes to reduce near bank stress and increase pool habitat for fisheries.

2. Sponsor Defined Public Benefit:

"Reduced bank erosion up stream of the Baggs water treatment plant increase the life of the infiltration gallery and reduce water treatment cost to the municipality. In addition, the project will protect a wetland mitigation site, enhance riparian habitat and improve aquatic habitat for fisheries."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Red Wash Stock Water Well 19-97-35

Program: New Development

Project Type: Well

County: Sweetwater

Sponsor and Status: Little Snake River Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to drill a water well, install plumbing equipment, a solar platform, pump, storage tank, a short pipeline, and livestock trough.

2. Sponsor Defined Public Benefit:

"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Slide Draw Stock Water Well 18-90-15

Program: New Development

Project Type: Well

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to drill a water well, install plumbing equipment, solar panels, a pump, a storage tank, and a short pipeline to the trough.

2. Sponsor Defined Public Benefit:

"Water well developments improve distribution of livestock which results in more uniform utilization of rangeland. This results in improved range condition and wildlife habitat, reduces upland soil erosions and increases water infiltration, decreases use and grazing impacts on riparian areas and perennial water bodies, thereby, improving riparian habitat condition and water quality."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Sugarloaf Livestock Pipeline

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$45,000

Requested Grant: \$22,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 1,600 feet of pipe from an existing well, with a storage tank, tire tanks, and a new solar platform.

2. Sponsor Defined Public Benefit:

"Pipeline projects improve the distribution of livestock which results in more uniform utilization of rangelands. This results in improved range condition and wildlife habitat, and centralizes water and increases water infiltration."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Willie Ditch Lining

Program: New Development

Project Type: Pipeline

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$45,000

Requested Grant: \$22,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to install 640 feet of 18-inch pipeline and an inlet structure, in an existing dirt ditch.

2. Sponsor Defined Public Benefit:

"Project public benefit is approximately 640' of dirt ditch will be eliminated which will eliminate seepage. It will improve water use efficiency by allowing the producer to irrigate his pastures more efficiently and increase water for fisheries."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 North Platte Valley CD

Manville

Lusk

Van Tassel

NIOBRARA

GOSHEN

270

85

Rawhide Creek

Hartville

Guernsey

Wildlife
Management
Area



Harrison

0 1 2 4 6 8 Miles



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Lower North Platte River – Lerwick Eastern Pasture

Program: New Development

Project Type: Well

County: Goshen

Sponsor and Status: North Platte Valley Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$73,347

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes drilling a new well, the installation of 9,466 feet of HDPE pipe, and three tire tanks.

2. Sponsor Defined Public Benefit:

"This project will provide a much needed water source for 1,600 acres. Mapping Data from Suitewater Crucial Range Model indicates an area of crucial habitat for Antelope and Mule Deer. Natural forage (needed to maintain such a large food stand for native species and livestock that frequent the area) will benefit greatly with human intervention of temporary water stations, thereby relieving pressure to the grass stands from overuse at a single water site."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Lower North Platte River – Lerwick Western Pasture

Program: New Development

Project Type: Pipeline

County: Goshen

Sponsor and Status: North Platte Valley Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$64,500

Requested Grant: \$32,250

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes the installation of a new electric pump in an existing water well, the installation of 10,007 feet of HDPE pipe, and two tire tanks.

2. Sponsor Defined Public Benefit:

"This project will provide much needed public benefit by dispersing wildlife and livestock within the natural forage to maintain integrity of the grass stand. Mapping data from Suitewater Crucial Range Model indicates an area of crucial habitat for Antelope and Mule Deer.

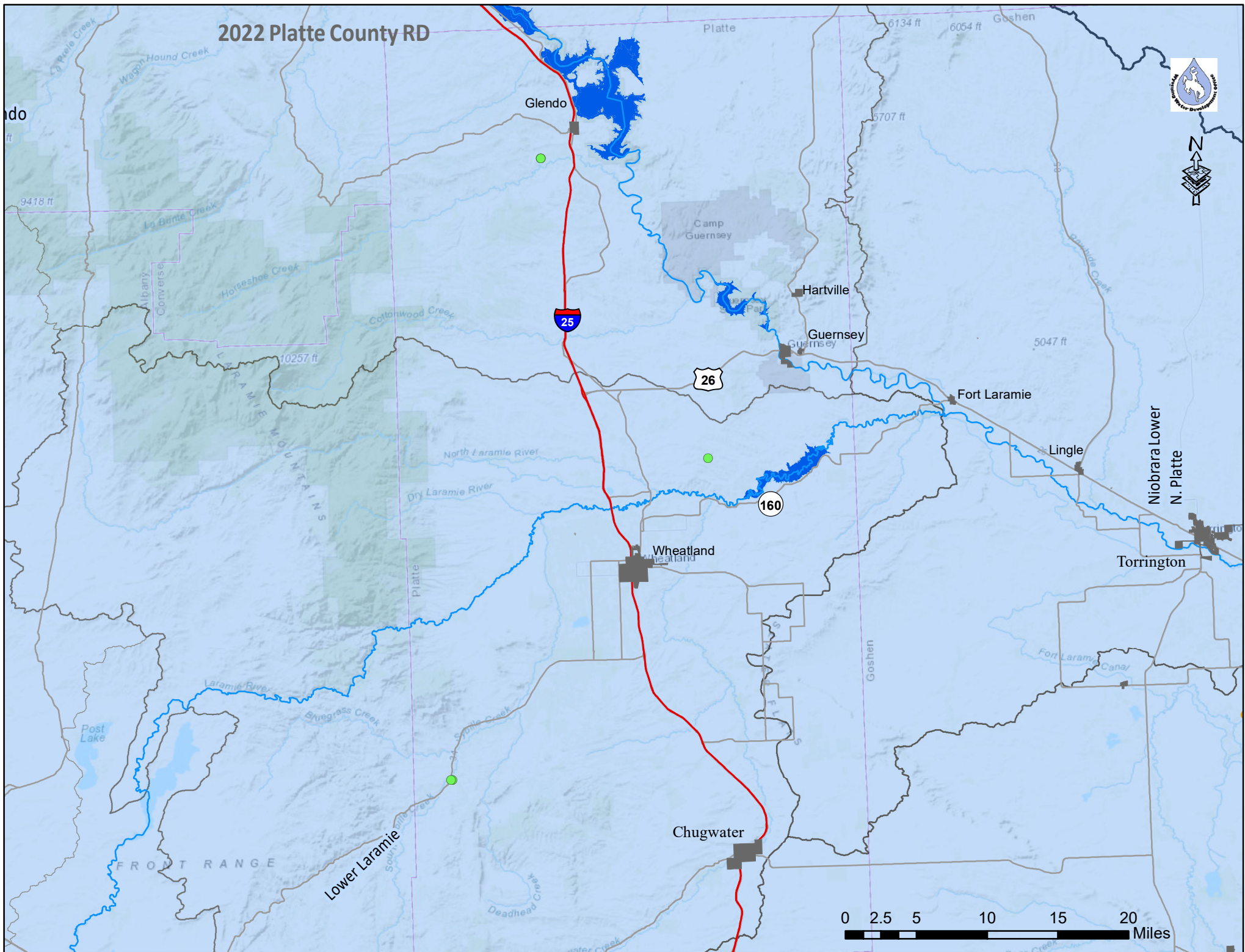
There are no known Sage Grouse Lek areas of concern. There are noted Sport Fishing designation areas within the boundaries of the property.

This electric well will also provide much needed water sources for 1,300 acres."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Platte County RD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Britt Wilson Small Water Project

Program: New Development

Project Type: Pipeline

County: Platte

Sponsor and Status: Platte County Resource District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$33,200

Requested Grant: \$16,600

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project consists of the expansion of an existing well and conversion of the well to solar power. The well will provide water to an uphill water storage tank via a pipeline. The water will gravity flow from the storage tank via pipelines into two 13-foot tire tanks to provide water for two pastures.

2. Sponsor Defined Public Benefit:

"The solar capability of the existing well will provide a sustainable power source for the well. The stock tanks will provide a needed water source for the pastures in addition to acting as a water source for Wyoming wildlife."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Criss Project No 2

Program: New Development

Project Type: Pipeline

County: Platte

Sponsor and Status: Platte County Resource District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$45,250

Requested Grant: \$22,625

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project will extend 1.25 miles of pipeline from an existing well to three (new) stock tanks to provide water for 250 head/pairs in a 640-acre pasture. The stock tanks will be installed on a fence line to supply an additional water source for an adjacent 3,000-acre pasture.

2. Sponsor Defined Public Benefit:

"The current water sources on this property are limited so by installing the new pipeline and tanks it will improve grazing management and recover range vegetation improving habitat for Wyoming's wildlife."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Springfield Ranch Livestock Water Improvement

Program: New Development

Project Type: Well

County: Platte

Sponsor and Status: Platte County Resource District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$70,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

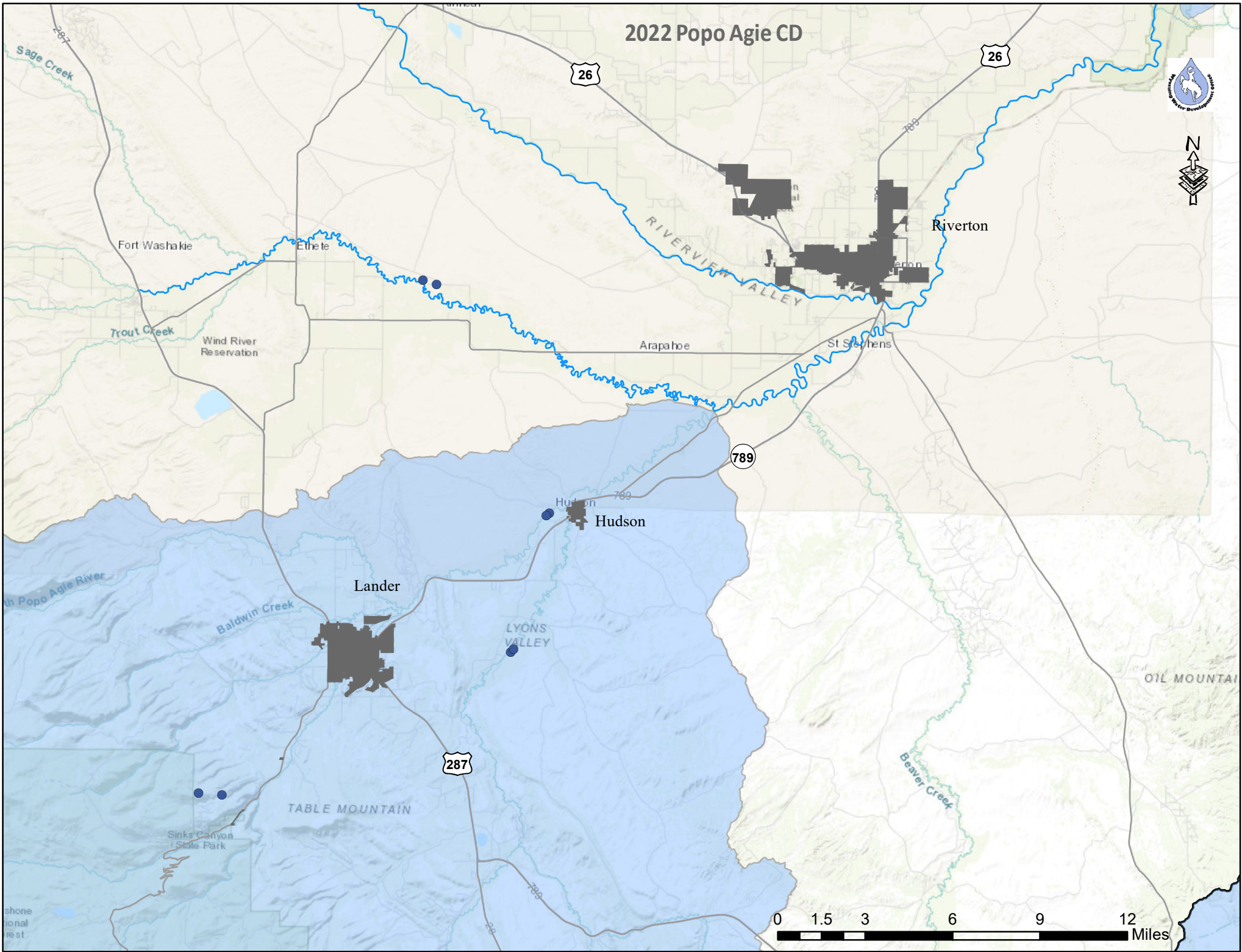
The project will drill a new well to supplement water to seven new 12' livestock tire watering tanks with three miles of pipeline. Power through the Wheatland REA is available at the well site. These new tanks and pipeline will provide reliable water to three pastures including 3.5 sections of land.

2. Sponsor Defined Public Benefit:

"The current proposed project area including approximately 3 ½ sections does not have a reliable source of water at this time. By installing the new well and tanks. it will improve grazing management and recover range vegetation improving habitat for Wyoming's wildlife."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Hopkins – Hamilton 6A

Program: New Development

Project Type: Environmental

County: Fremont

Sponsor and Status: Popo Agie Conservation District

Project Priority: 5. Environmental

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$198,186

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes a storm water control and installing a vegetated toe rock bank with a livestock water gap/hardened riffle. The streambank and upland areas will be seeded and 3,294 LF of 3-strand electric fencing will be installed. This project is part of Lander's Healthy Rivers Initiative (HRI), a multi-stakeholder collaborative operating since 2016 to address water quality and quantity concerns in the Popo Agie watershed. sauger and brown and rainbow trout fishery. Increasing bank stability with native woody material will improve invertebrate (insects) production, further enhancing habitat for fish, birds and other wildlife. The project also engages landowners along the river to implement changes in livestock management that promote streambank stability, river health and wildlife habitat.

2. Sponsor Defined Public Benefit:

"Multiple benefits will be provided by improving the stream channel and improving water quality including improved watershed condition and function. Other benefits from this project include wildlife, livestock and the environment by improving riparian habitat, and habitat for fish and wildlife. By providing streambank stability, water quality will improve due to erosion protection.

Several aquatic species of concern have been identified by the State of Wyoming, Eastern Shoshone and Northern Arapaho Tribes within this portion of the Popo Agie River system, including whitefish, and sauger. Other fish species to benefit from these projects include rainbow trout, brown trout, burbot, stonecat, flathead chub and longnose dace. River stabilization and improvements along with associated wetland complexes provide forage for big game (pronghorn, mule deer, and moose), seasonal habitat for amphibians and brood rearing habitat for sage-grouse. The project will improve forage and breeding habitat for a variety of wetland and riparian birds, including the black-headed grosbeak and Bullock's Oriole and American widgeon.

The stretches identified for this project focus on key areas that will provide both increased river health benefits while also offering protection to important infrastructure to area landowners and public. This project will maintain current bank alignment and prevent further intrusion into the adjacent mid and high terrace while allowing the river to fully engage its active floodplain area to perform natural river movements. Infrastructure to be protected in include a segment of irrigation ditch and headgate. Restoration plans include bank shaping, bankfull bench construction using composite wood toe and vegetated rock toe, vegetation plantings utilizing sod matts, willow ball transplants and seeding where necessary, and finally riparian management through grazing modifications."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Hopkins – Hamilton 6B

Program: New Development

Project Type: Environmental

County: Fremont

Sponsor and Status: Popo Agie Conservation District

Project Priority: 5. Environmental

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$270,228

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes a storm water control and installing a vegetated toe rock bank. The streambank and upland areas will be seeded and 1,170 LF of 3-strand electric fencing will be installed. This project is part of Lander's Healthy Rivers Initiative (HRI), a multi-stakeholder collaborative operating since 2016 to address water quality and quantity concerns in the Popo Agie watershed. The project also engages landowners along the river to implement changes in livestock management that promote streambank stability, river health and wildlife habitat.

2. Sponsor Defined Public Benefit:

"Multiple benefits will be provided by improving the stream channel and improving water quality including improved watershed condition and function. Other benefits from this project include wildlife, livestock and the environment by improving riparian habitat, and habitat for fish and wildlife. By providing streambank stability, water quality will improve due to erosion protection.

Several aquatic species of concern have been identified by the State of Wyoming, Eastern Shoshone and Northern Arapaho Tribes within this portion of the Popo Agie River system, including whitefish, and sauger. Other fish species to benefit from these projects include rainbow trout, brown trout, burbot, stonecat, flathead chub and longnose dace. River stabilization and improvements along with associated wetland complexes provide forage for big game (pronghorn, mule deer, and moose), seasonal habitat for amphibians and brood rearing habitat for sage-grouse. The project will improve forage and breeding habitat for a variety of wetland and riparian birds, including the black-headed grosbeak and Bullock's Oriole and American widgeon.

The stretches identified for this project focus on key areas that will provide both increased river health benefits while also offering protection to important infrastructure to area landowners and public. This project will maintain current bank alignment and prevent further intrusion into the adjacent mid and high terrace while allowing the river to fully engage its active floodplain area to perform natural river movements. Infrastructure to be protected in include a segment of irrigation ditch and headgate. Restoration plans include bank shaping, bankfull bench construction using composite wood toe and vegetated rock toe, vegetation plantings utilizing sod matts, willow ball transplants and seeding where necessary, and finally riparian management through grazing modifications."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor

can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: J Hamilton Site 1A

Program: New Development

Project Type: Environmental

County: Fremont

Sponsor and Status: Popo Agie Conservation District

Project Priority: 5. Environmental

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$140,380

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes a storm water control and installing a wood toe rock bank. The streambank and upland areas will be seeded and 823 LF of 3-strand electric fencing will be installed. This project is part of Lander's Healthy Rivers Initiative (HRI), a multi-stakeholder collaborative operating since 2016 to address water quality and quantity concerns in the Popo Agie watershed.

2. Sponsor Defined Public Benefit:

"Multiple benefits will be provided by improving the stream channel and improving water quality including improved watershed condition and function. Other benefits from this project include wildlife, livestock and the environment by improving riparian habitat, and habitat for fish and wildlife. By providing streambank stability, water quality will improve due to erosion protection.

Several aquatic species of concern have been identified by the State of Wyoming, Eastern Shoshone and Northern Arapaho Tribes within this portion of the Popo Agie River system, including whitefish, and sauger. Other fish species to benefit from these projects include rainbow trout, brown trout, burbot, stonecat, flathead chub and longnose dace. River stabilization and improvements along with associated wetland complexes provide forage for big game (pronghorn, mule deer, and moose), seasonal habitat for amphibians and brood rearing habitat for sage-grouse. The project will improve forage and breeding habitat for a variety of wetland and riparian birds, including the black-headed grosbeak and Bullock's Oriole and American widgeon.

The stretches identified for this project focus on key areas that will provide both increased river health benefits while also offering protection to important infrastructure to area landowners and public. This project will maintain current bank alignment and prevent further intrusion into the adjacent mid and high terrace while allowing the river to fully engage its active floodplain area to perform natural river movements. Infrastructure to be protected in include a segment of irrigation ditch and headgate. Restoration plans include bank shaping, bankfull bench construction using composite wood toe and vegetated rock toe, vegetation plantings utilizing sod matts, willow ball transplants and seeding where necessary, and finally riparian management through grazing modifications."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the

following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: J Hamilton Site 1B

Program: New Development

Project Type: Environmental

County: Fremont

Sponsor and Status: Popo Agie Conservation District

Project Priority: 5. Environmental

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$162,775

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes a storm water control and installing a vegetated toe rock bank, which includes importing material and riprap toe rock. The streambank and upland areas will be seeded and 1,321 LF of 3-strand electric fencing will be installed. This project is part of Lander's Healthy Rivers Initiative (HRI), a multi-stakeholder collaborative operating since 2016 to address water quality and quantity concerns in the Popo Agie watershed.

2. Sponsor Defined Public Benefit:

"Multiple benefits will be provided by improving the stream channel and improving water quality including improved watershed condition and function. Other benefits from this project include wildlife, livestock and the environment by improving riparian habitat, and habitat for fish and wildlife. By providing streambank stability, water quality will improve due to erosion protection.

Several aquatic species of concern have been identified by the State of Wyoming, Eastern Shoshone and Northern Arapaho Tribes within this portion of the Popo Agie River system, including whitefish, and sauger. Other fish species to benefit from these projects include rainbow trout, brown trout, burbot, stonecat, flathead chub and longnose dace. River stabilization and improvements along with associated wetland complexes provide forage for big game (pronghorn, mule deer, and moose), seasonal habitat for amphibians and brood rearing habitat for sage-grouse. The project will improve forage and breeding habitat for a variety of wetland and riparian birds, including the black-headed grosbeak and Bullock's Oriole and American widgeon.

The stretches identified for this project focus on key areas that will provide both increased river health benefits while also offering protection to important infrastructure to area landowners and public. This project will maintain current bank alignment and prevent further intrusion into the adjacent mid and high terrace while allowing the river to fully engage its active floodplain area to perform natural river movements. Infrastructure to be protected in include a segment of irrigation ditch and headgate. Restoration plans include bank shaping, bankfull bench construction using composite wood toe and vegetated rock toe, vegetation plantings utilizing sod matts, willow ball transplants and seeding where necessary, and finally riparian management through grazing modifications."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the

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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Nicholas Solar Pump Pipeline & Tank

Program: New Development

Project Type: Pipeline

County: Fremont

Sponsor and Status: Popo Agie Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$58,400

Requested Grant: \$29,200

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will improve stock-water distribution on a mountainside pasture in the Middle Fork of the Popo Agie watershed. Currently, there are limited water sources for livestock use. There are no water sources at the top of the Switchback pasture at 7,400 feet in elevation, only at the bottom of the pasture around 6,000 feet in elevation. Consequently, some areas of the pasture are overutilized while other areas are underutilized. Installing a solar-powered pump on the existing well will drastically reduce the inputs required to water the cattle currently. In addition to solar power, the solar pump can be equipped with a converter to continue use of the generator when solar conditions are inadequate. Storage tanks (4,000 gallons) will be installed to provide more capacity to keep up with water demand by livestock. A HDPE pipeline (-5,000 LF) will be installed on the surface of the rocky slope. Two 12' diameter tire tanks will be installed, one north of the well and another downslope on the fence providing stock-water to both pastures and distributing the water resource further down the slope.

2. Sponsor Defined Public Benefit:

"This project will provide water quality and natural resource benefits. The headwaters of Hornecker Creek begin at a spring (Quakenstead Spring #2) in Quakenstead Gulch within the Mexican Joe pasture. This is roughly 3 miles upstream of the beginning of a 1.5 impaired reach on Hornecker Creek for primary contact recreational use. Currently cattle have direct access to Quakenstead Gulch and it's the only water source in the area causing heavy congregation by cattle potentially providing a source of bacteria to Hornecker Creek. Improving water distribution and cattle distribution will relieve pressure on this water source and hence likely contribute to improved water quality conditions downstream.

Natural resource benefits include improved range health through increased distribution of cattle and less pressure on riparian areas. This slope adjacent to the Sinks Canyon recreational area is home to abundant wildlife (antelope, deer, and elk) and improving the distribution of water resources should benefit wildlife distribution as well as livestock."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the

following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Saratoga Encampment Rawlins CD

Upper North
Platte River



Saratoga

Cow Creek

130

South Brush Creek

North French Creek

Medicine Bow
National Forest

South French Creek

Encampment

Riverside
Encampment

BEAVER
CREEK HILLS

Encampment
River
Canyon WSA

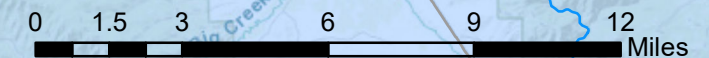
Beaver Creek

230

Savage Run Creek

Prospect
Mountain
WSA

CARBON
ALBANY





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Big Creek Well & Pipeline

Program: New Development

Project Type: Well

County: Carbon

Sponsor and Status: Saratoga Encampment Rawlins Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$200,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will consist of drilling a well to supply reliable water to a portion of land that is void of water sources. Water would be pumped to a storage facility where gravity flow will supply water to 8 water tanks in 4 pastures. The pipeline will span over 5 miles.

2. Sponsor Defined Public Benefit:

"This project is located within a very critical area for wildlife in the Upper Platte Valley. It lies in the heart of Sage Grouse Core area, the Platte Valley Mule Deer Migration Corridor, and directly adjacent to Elk Crucial range. However, this area is especially devoid of reliable water sources. The existing springs and seeps are being heavily utilized and are showing the effects. Water quality and riparian health are suffering.

The development of this water project will provide reliable water to this area. Thus, providing some much-needed rest for the existing springs and seeps. These additional water sources will also provide an opportunity to improve overall rangeland health with better livestock distribution.

In summary, we anticipate this project will provide improved rangeland health, water quality, water quantity, riparian health, and will directly benefit wildlife that depend on this area."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Box Reservoir & Well

Program: New Development

Project Type: Small Reservoir

County: Carbon

Sponsor and Status: Saratoga Encampment Rawlins Conservation District

Project Priority: 2. Storage

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$113,375

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project is a stock reservoir that will be filled by a solar powered well. The stock reservoir will consist of an earthen dam, soil amended liner, agri-drain outlet works, earthen spillway and solar powered aerate. The surface area of the reservoir is approximately 0.8 acres and the volume is 3.71 acre-feet.

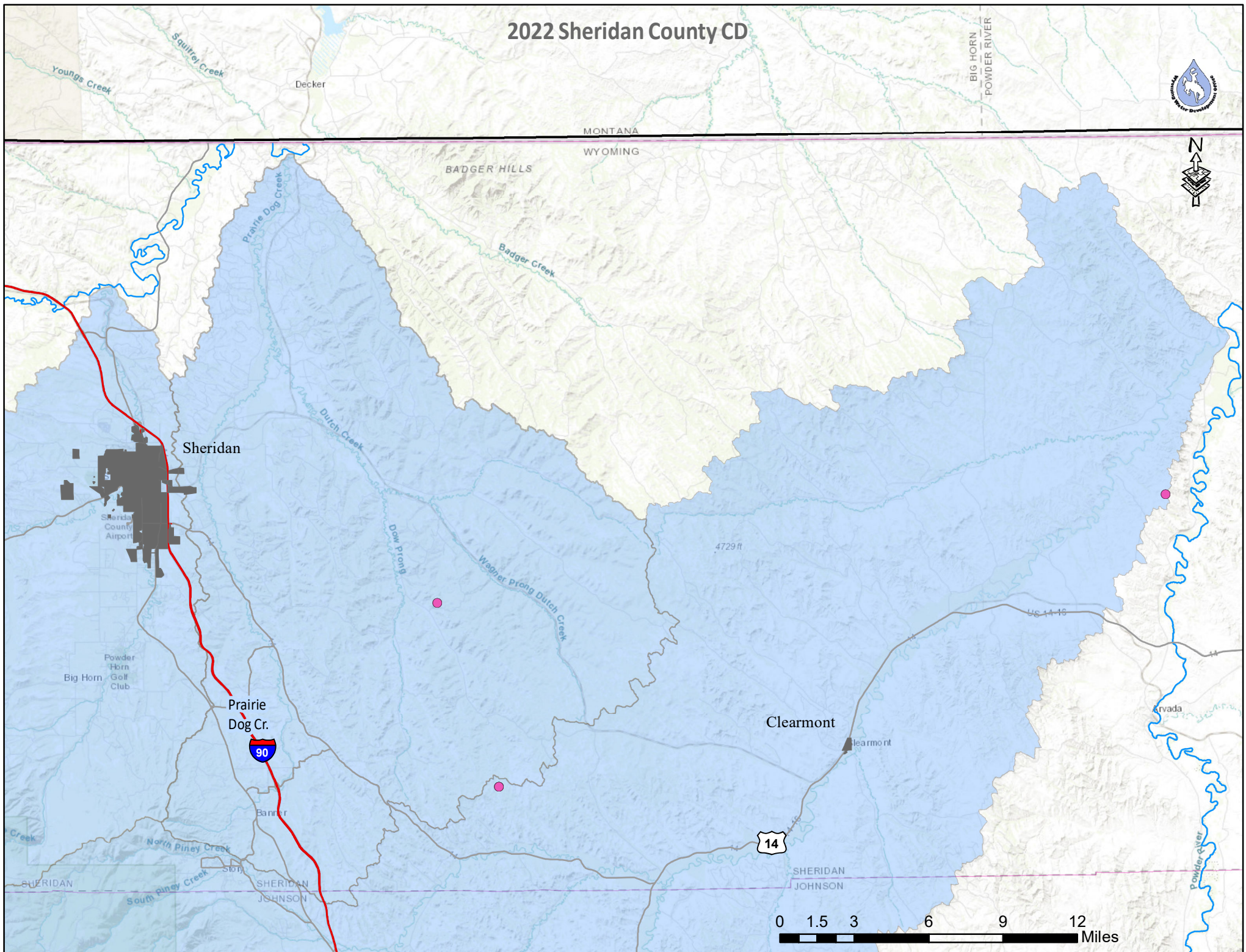
2. Sponsor Defined Public Benefit:

"Currently on the property, there are no stock water facilities. The reservoir will provide a reliable drinking water source for cattle and wildlife. In the vicinity of the reservoir, there is critical elk and mule deer habitat."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Sheridan County CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Butterfield Draw – Piney Creek Stockwater Development

Program: New Development

Project Type: Well

County: Sheridan

Sponsor and Status: Sheridan County Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$74,750

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to improve water availability on a 365-acre pasture on Butterfield Draw, tributary to Piney Creek, which is tributary to Clear Creek. Currently, the only water source in the pasture is a marginal reservoir on the draw. Specific planned practices include drilling a well and installing a stockwater tank and solar pump unit. The solar unit is needed because power is not available at the proposed well site.

2. Sponsor Defined Public Benefit:

"While the project certainly provides a direct benefit to the owner, the project also provides water supplies to support plant and animal species and improves habitat for wildlife for the Clear Creek watershed and the public. As indicated in the Clear Creek Watershed study for similar projects, completion of this project will maintain open space and healthy ecosystems within the Clear Creek Watershed. Located on state land, the project area is accessed by hunters and other members of the public throughout the year. A permanent source of reliable water in the summer and fall months will benefit antelope, mule deer, and other wildlife that reside in the area. Improved grazing will result in healthier vegetation, forage value, and associated habitat for wildlife."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dow Prong - Dutch Creek Stockwater Development

Program: New Development

Project Type: Well

County: Sheridan

Sponsor and Status: Sheridan County Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$74,750

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to improve water availability on a 721-acre pasture adjacent to the East Fork of Dow Prong, tributary to Dutch Creek, which is tributary to Prairie Dog Creek. The ability to use the pasture is restricted by water availability; when livestock are in the pasture, they tend to congregate near the water source, which results in overuse. The well could serve as a water source for future pipelines and tanks to other pastures and underutilized areas if needed. Specific planned practices include drilling a well and installing a stockwater tank and solar pump unit. The solar unit is needed because power is not available at the proposed well site.

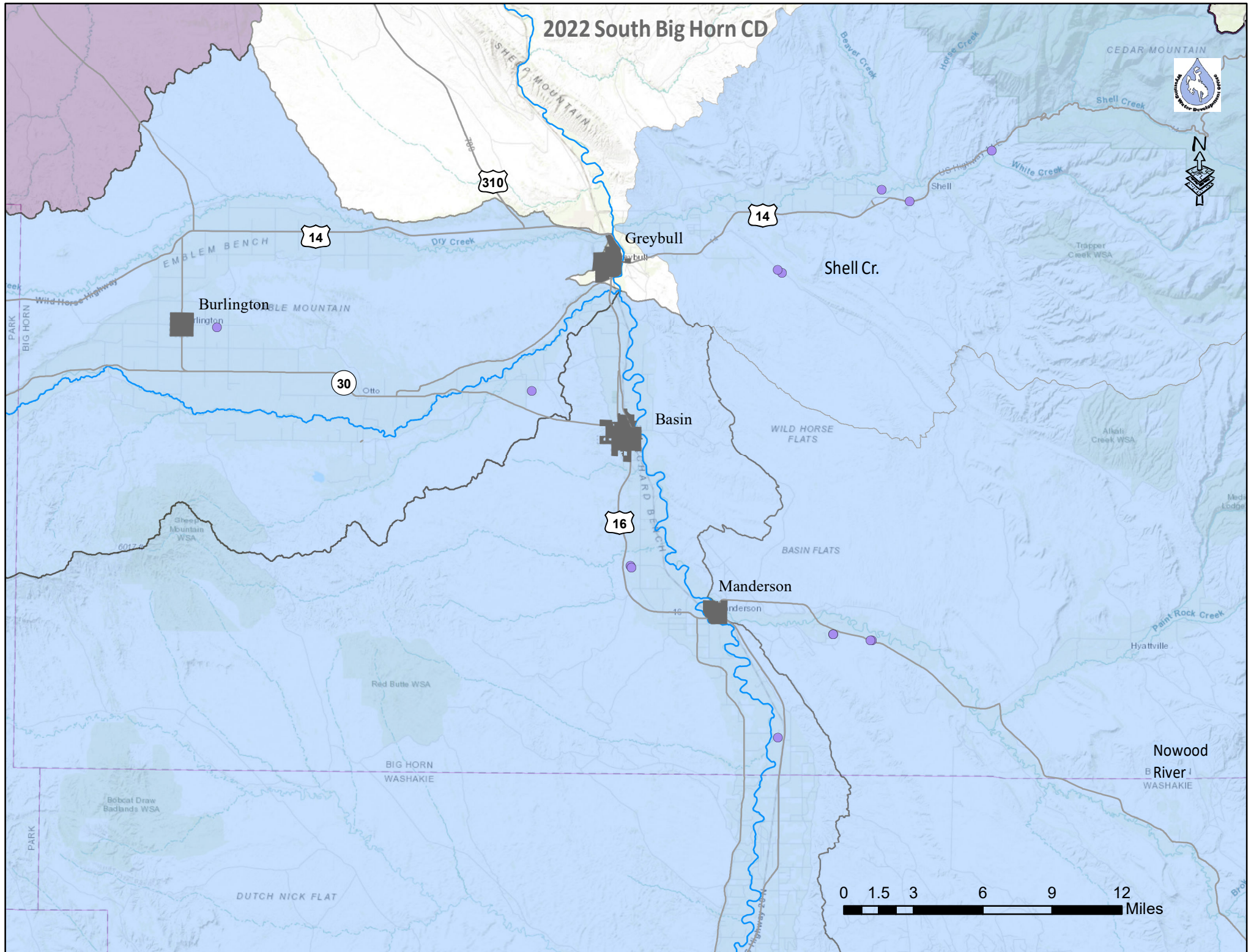
2. Sponsor Defined Public Benefit:

"While the project certainly provides a direct benefit to the owner, the project also provides water supplies to support plant and animal species and improves habitat for wildlife for the Prairie Dog Creek watershed and the public. The Prairie Dog Creek Level 1 Study identified pronghorn antelope, mule deer, and white-tailed deer as well as game-bird and non-game wildlife species, all of which would benefit from a permanent source of reliable water in the summer and fall months. Improved grazing will result in healthier vegetation, forage value, and associated habitat for wildlife."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 South Big Horn CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Flitner Pipeline & Headgate

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$18,800

Requested Grant: \$9,400

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project would eliminate a drop structure located in the Shell Canal/McDonald Ditch. The current drop is eroding the Canal and the landowner across the road is not getting sufficient water. The McDonald Ditch Company/ Shell Canal would like to eliminate the drop structure by installing a headgate and pipeline approximately 800 feet above the current structure. The pipeline would connect to an existing sediment basin.

2. Sponsor Defined Public Benefit:

"By eliminating the drop structure this would create less sediment downstream and to the impaired Shell Creek and Big horn River. This would also improve water and irrigation efficiency to all downstream users."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Kershner Ditch Pipeline

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$58,000

Requested Grant: \$29,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project includes upgrading an earthen irrigation ditch to a buried PVC enclosed pipeline with appropriate diversions to direct the water during irrigation season. The historic Kershner ditch delivers irrigation water from Shell Creek to roughly 200 acres of farmland just west of the Big Horn Mountains along Highway 14. The farmland is regularly grazed throughout the year, and the Kershner ditch banks are frequently damaged by livestock that utilize the open system for drinking water during the summer. Starting at an existing diversion structure in Shell Creek the pipeline is estimated to span 2,750 feet following the existing path of the open Kershner ditch. The pipeline includes 5 risers for usability and 2 small diversion structures to direct water.

2. Sponsor Defined Public Benefit:

"Burying the Kershner ditch would benefit 60 acres of farmland owned by 5 landowners and the Shell Creek ecosystem by reducing bacteria and sediment loading and increasing irrigation efficiency while conserving water. Shell Creek is already impaired from heavy nutrient loads and this pipeline would reduce the amount of animal nutrients that are introduced to the system. Increasing the ease and efficiency of irrigating out of the ditch will improve plant vigor and soil health across fields, minimizing sediment runoff from the field."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: McNiven Pipeline

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$42,400

Requested Grant: \$21,200

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project would eliminate an existing earth ditch and install a pipeline. The ditch is experiencing significant erosion and gets plugged by organic debris.

2. Sponsor Defined Public Benefit:

"The public benefit would be to reduce sediment, trash and bacteria to the nearby listed 303(d) stream (Greybull River) and increase water efficiency."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Murray Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$7,200

Requested Grant: \$3,600

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

Approximately 600-feet of buried pipe will be installed along an existing ditch to deliver water from a reservoir to fields.

2. Sponsor Defined Public Benefit:

"By ineffectively irrigating these fields, the crop condition is degraded and the majority of the field is exposed bare ground. Rain storm events disturb the bare ground and field runoff causes bacteria and sediment to enter into the nearby impaired 303(d) stream, Big Horn River."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Paxton Sediment Basin and Pipeline

Program: New Development

Project Type: Small Reservoir

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$111,577

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project will address a deeply eroding earth lined irrigation ditch off of the Big Horn Canal. Head cutting at the start of the ditch and gully formation within the ditch continue to worsen. The project includes installation of a 500 cubic yard sediment basin leading into a 4200-foot enclosed 15-inch PVC pipeline following the existing path. The applicant plans to install the pipeline themselves and bore under Orchard Bench Road to preserve the natural pressure due to the change in elevation along the pipeline route.

2. Sponsor Defined Public Benefit:

"The project would be to eliminate approximately 4,200 feet of dirt ditch that is highly erosive and increases the amount of bacteria & sediment transported to the nearby stream Elk Creek, which then flows into the impaired 303(d) stream, Big Horn River. This buried pipeline will enclose a the majority of the conveyance ditch, which would reduce the amount of transported sediments and e. coli downstream. It will also allow the applicant and their neighbors to irrigate more efficiently while reducing seepage onto adjacent fields, thus improving the fields productivity."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING
Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002
FAX: (307) 777-6819



2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Rafter T Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$37,000

Requested Grant: \$18,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project will enclose a section of ditch utilized by four landowners. Approximately 1,600 linear feet of highly erosive, dirt ditch will be converted to pipeline.

2. Sponsor Defined Public Benefit:

"The project would be to eliminate approximately 1,600 linear feet of dirt ditch that is highly erosive and increases the amount of e. coli transported to the nearby 303d listed stream, Greybull River. This buried pipeline will enclose a section of the conveyance ditch, effectively reducing transported sediments and e. coli downstream. It will also increase water savings from seepage, and allow the producers and neighbors to irrigate more efficiently."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Thompson Lateral Pipeline - Phase I

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$349,399

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will address erosion issues on the Thompson Lateral, a diversion off the Shell Canal. The Thompson Lateral is an open canal/ditch which is approximately 19,000 feet in length. The Shell Canal Company will complete this project in phases where the first phase will replace the diversion structure, head gate and the most eroded section of the ditch by burying 3,750 feet of 21" pipe.

2. Sponsor Defined Public Benefit:

"The public benefit to this project is to reduce water seepage and increase water usage to multiple landowners. By burying the Thompson Lateral this will reduce bacteria and sediment loads to the listed 303(d) impaired stream, Shell Creek, which then flows into the impaired Big Horn River. Approximately 2,700 acres of cropland are irrigated from the Thompson lateral. The Thompson Lateral is located on State Lands. Cattle and wildlife are currently grazing the lands and have free access to the irrigation ditches, defecating in and around them. While irrigation water is in use, manure and sediment is flushed through the ditch to the receiving waterbodies. The depth of the ditches has become so severe that it is hazardous to wildlife and livestock."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Van Fleet Irrigation Pipeline

Program: New Development

Project Type: Pipeline

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$101,100

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

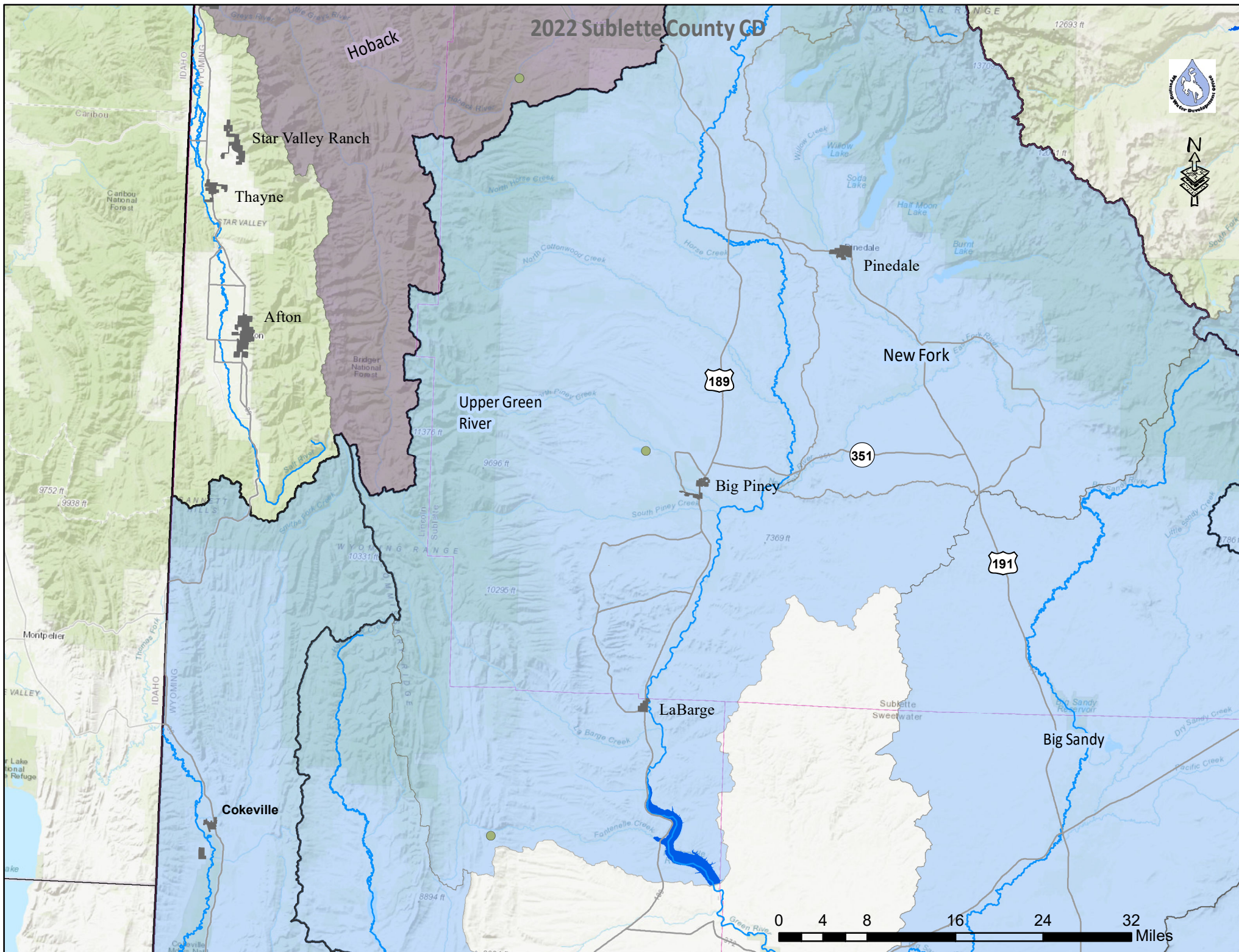
This project will address water seepage from the current ditch and the Thompson Lateral. The project will be completed in phases. The project will begin at the diversion structure at Shell Canal/Thompson Lateral and include burying approximately 2,200' of 18" pipe.

2. Sponsor Defined Public Benefit:

"The public benefit to this project is reduced water seepage from the current ditch as well as from Thompson Lateral. With the landowner burying the current ditch this would increase water efficiency to not only him, but also multiple landowners downstream who utilize Thompson Lateral. By also burying this ditch, this will reduce the amount of sediment and bacteria that flows into the impaired Shell Creek. This project is located on State Lands Currently cattle and wildlife graze the lands and have free access to the irrigation ditch."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Bailey No 1 Stock Reservoir

Program: New Development

Project Type: Small Reservoir

County: Sublette

Sponsor and Status: Sublette County Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$140,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The proposed Bailey #1 Stock Reservoir will be used for stock water purposes and is to be sourced from Long Cool Creek Draw, Tributary of the Hoback River, through the Bailey Ditch. The planned reservoir capacity is 8.68 ac-ft and will not contain active storage. The outlet flows will course through a natural drainage feature northerly, back into the Hoback River.

2. Sponsor Defined Public Benefit:

"The proposed reservoir will provide off-channel stock watering opportunities relative to Long Cool Creek Draw. In effect, the banks and riparian areas along said creek will be better preserved due to a decrease in concentrated livestock use. Additionally, the reservoir will serve ancillary benefits to wildlife, providing for waterfowl habitat, cutthroat trout habitat, and water availability to big game animals, such as elk, mule deer, moose, and pronghorn."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dead Shot No 1 Reservoir

Program: New Development

Project Type: Small Reservoir

County: Sublette

Sponsor and Status: Sublette County Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$31,600

Requested Grant: \$15,800

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The proposed Dead Shot No. 1 Reservoir will be used for irrigation purposes and is to be sourced from Dead Shot Creek, Tributary of the Hoback River, through the Dead Shot Ditch #1. The planned reservoir capacity is 0.95 ac-ft and will contain active storage for secondary supply to 18 acres of irrigable lands. The reservoir water surface elevation and associated outlet flow will be controlled by an inline water level control structure. The emergency spillway will also serve as the point of diversion for said Dead Shot Ditch #1.

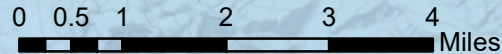
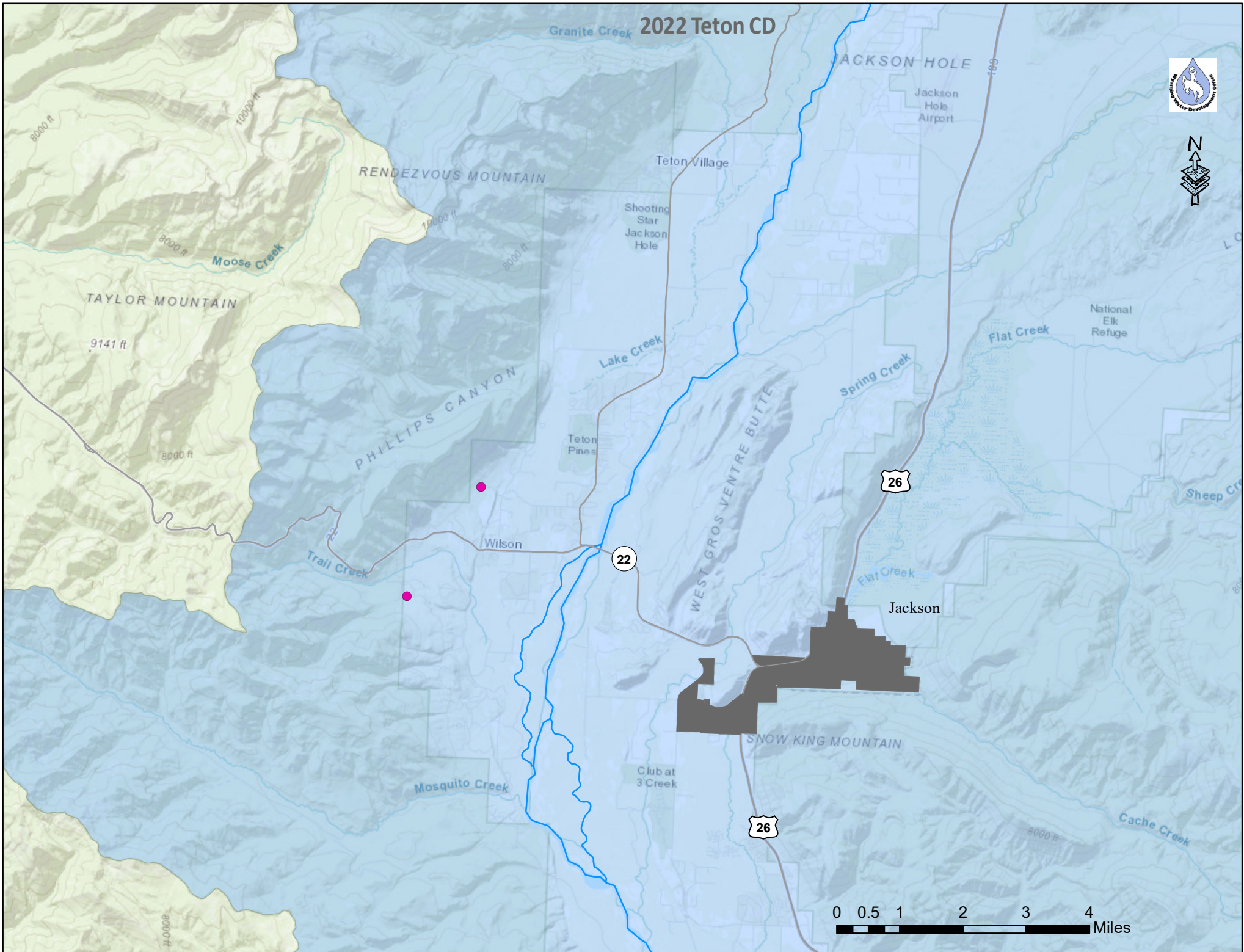
2. Sponsor Defined Public Benefit:

"The proposed reservoir will provide irrigation water for approximately 18 acres of dry land. The reservoir will create a riparian area that is beneficial to wildlife, providing for waterfowl habitat and water availability to big game animals, such as elk, mule deer, moose, and pronghorn. The reservoir will also serve for measures in flood control along the channel of Dead Shot Creek. The reduced erosion will improve watershed health and functionality."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Teton CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Blue Mountain Bench Fire Suppression Water Cistern
Program: New Development
Project Type: Rural Community Fire Suppression
County: Teton
Sponsor and Status: Teton Conservation District
Project Priority: 2. Storage
Director's Recommendation: Do Fund
Estimated Total Project Cost: \$47,000
Requested Grant: \$23,500
Identified in a Watershed Study: No
Watershed Study: NA

1. Project Description:

The project will install a 10,000-gallon underground cistern to assist fire fighters in rural fire suppression for homes north of Wilson, Wyoming. This cistern will be located within the Blue Mountain Bench Planned Unit Development approximately 1 mile north of Wilson, Wyoming. This subdivision is within the area known as the Wilson Faces, which Teton County officials have identified as a high priority for wildfire hazard mitigation because it is within the mapped Wildland Urban Interface

2. Sponsor Defined Public Benefit:

"The public benefits from this project primarily from fire protection to homes and adjacent lands. The cistern will aid fire fighters in responding to structural and wildland fires on Blue Mountain Bench and neighboring areas. Having water here will help fire fighters to contain fires and therefore public expense and fire risk when fires are prevented from spreading to other homes or into the surrounding forest and agricultural fields. The cistern will be in the large ranch area lot (67 acres) that is not planned for development as it is managed for wildlife, forests, and agriculture. The primary use of the water supply will be for fire suppression within Blue Mountain Bench. The water supply will be available for emergency response in neighboring subdivisions in exigent circumstances. The location of the cistern will be included in the map and software used by Jackson Hole Fire/EMS for any fire event in the area. Having water from the cistern will complement our other fire preparedness efforts including current and future fuels management along the roads, mitigation of the buildings, and evacuation plans."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Surface Water Pond for Fire Suppression

Program: New Development

Project Type: Rural Community Fire Suppression

County: Teton

Sponsor and Status: Teton Conservation District

Project Priority: 2. Storage

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$75,750

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project is located within the mapped Wildland Urban Interface, a subset of the county identified as having higher risk from wildland fire, also an area of greater focus for wildfire risk reduction practices. The project will develop a new 13,000 square foot surface pond with a depth of 15 feet on private residential land, adjacent to State of Wyoming lands and Bridger-Teton National Forest lands to provide storage for wildland fire suppression. The pond will be graded to allow for establishment of approximately 2,300 square feet of emergent wetlands along the edge.

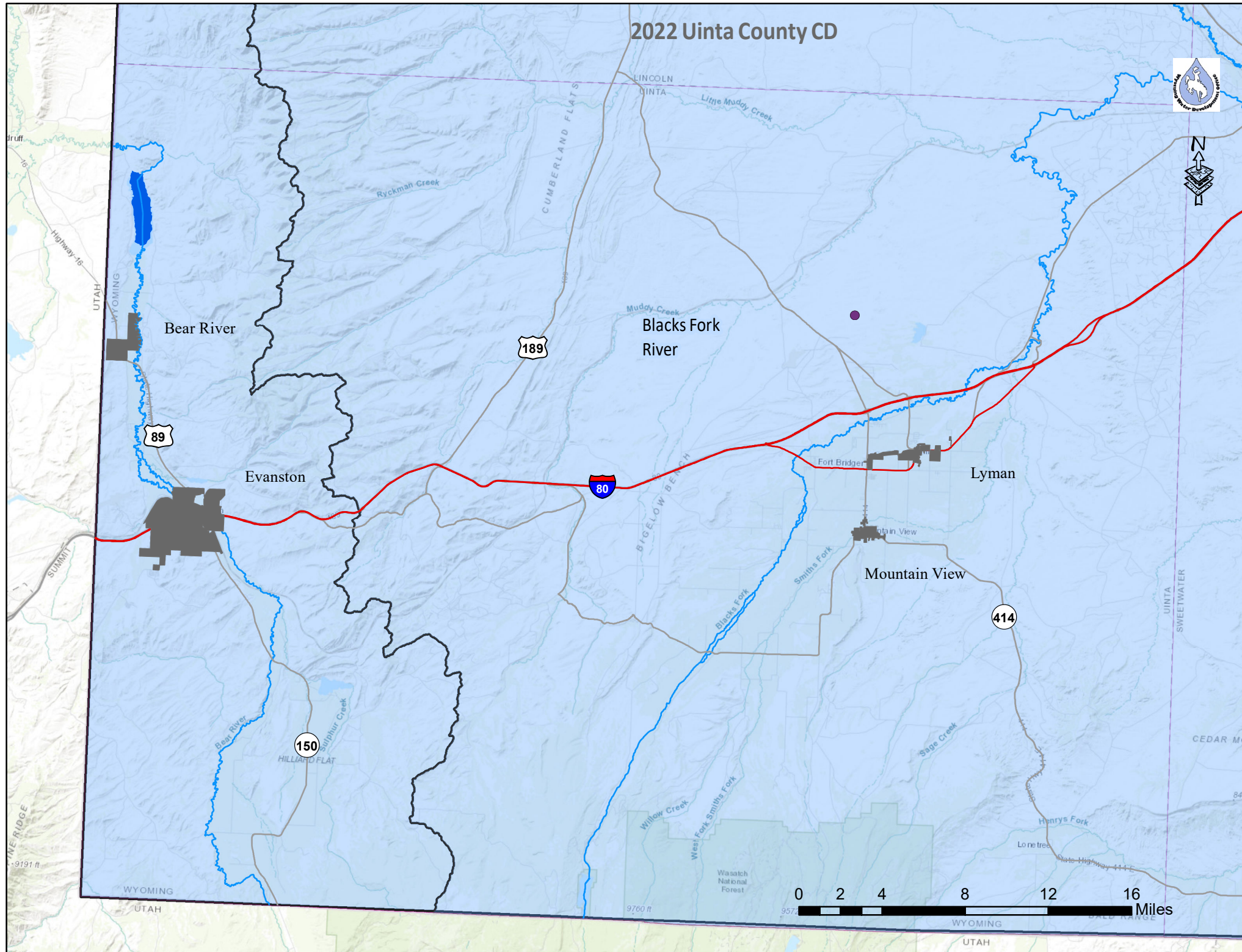
2. Sponsor Defined Public Benefit:

"The owner's 200 acre private land parcel, assessed as agricultural, is adjacent to the Bridger-Teton National Forest (BTNF), a small parcel owned by the Jackson Hole Land Trust, as well as a parcel owned by the Wyoming Office of State Lands and Investments. The adjacent BTNF lands are managed as the Palisades Wilderness Study Area. This is relevant because that designation has not allowed for the fuels management practices recommended by the Forest Service in their Teton to Snake Fuels Reduction planning process, such as mechanical treatments of fuels. It is estimated that a helicopter could service up to 500 acres with the subject water source."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications; WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Uinta County CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Broadbent Section 25 Well

Program: New Development

Project Type: Well

County: Uinta

Sponsor and Status: Uinta County Conservation District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$51,000

Requested Grant: \$25,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will locate and drill a new well to replace an existing well. The power supply will be upgraded as needed to pump water through the system. Delivery and storage infrastructure is functional and includes storage tanks, stock tanks and pipelines.

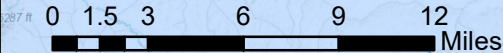
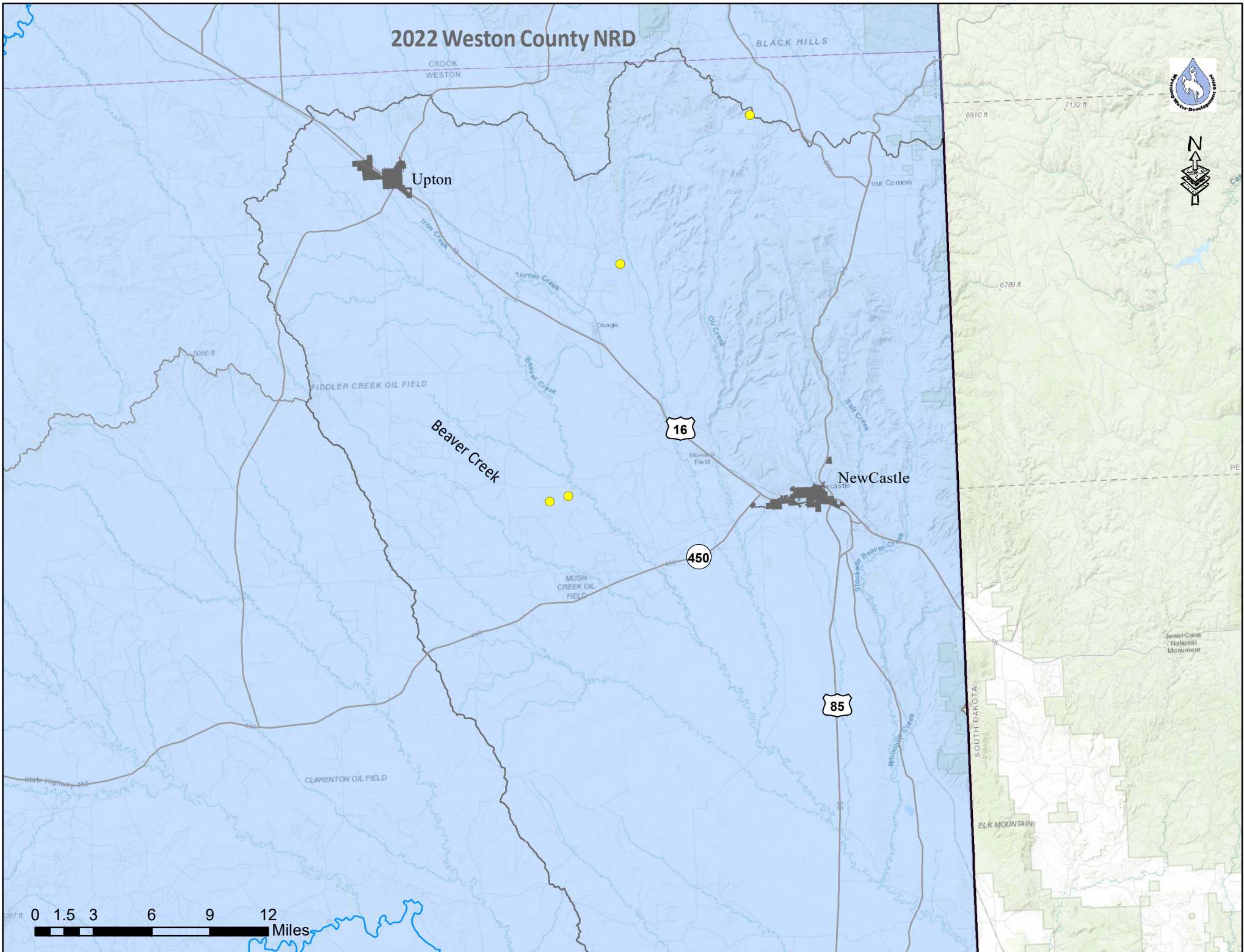
2. Sponsor Defined Public Benefit:

"Improving this water source will help restore a valuable resource used by mule deer, antelope and many other wildlife species that use the area. Developing this spring will enhance the area and enhance grazing distribution which will improve range conditions."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Weston County NRD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Geier-Tavegia USFS Livestock Pipeline

Program: New Development

Project Type: Pipeline

County: Weston

Sponsor and Status: Weston County Natural Resource District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$106,340

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will extend 22,335 feet of pipeline to the Thunder Basin National Grassland. The pipeline will service five stock tanks and supply water to a 3,000-gallon storage tank.

2. Sponsor Defined Public Benefit:

"The National Grassland is used by a variety of people. Not only for grazing livestock, but also for hunting, fishing, motorcycle and ATV riding, and other recreation activities. Wildlife presence is a big part of the draw. Water sources are currently limited to a few stock reservoirs, a couple intermittent creeks, and Turner Reservoir. The addition of the stock tanks will help distribute reliable water sources and help distribute grazing more effectively. This will relieve pressure on riparian areas and vegetation around other water sources."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Hiser Well & Pipeline Extension

Program: New Development

Project Type: Well

County: Weston

Sponsor and Status: Weston County Natural Resource District

Project Priority: 1. Source Water Development

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$27,500

Requested Grant: \$13,750

Identified in a Watershed Study: Yes

Watershed Study: Beaver Creek

1. Project Description:

The project includes installation of a solar powered well to provide additional water for livestock. Storage will be enhanced by adding a 3,000-gallon storage tank.

2. Sponsor Defined Public Benefit:

"Currently, the only water source for drinking water for livestock on the property is one well that is only about 3 gallons per minute. It is also the main water source for the Hiser's home. When the cows are on the property, they have to haul water to the house, and sometimes to the livestock as well to keep up. Beaver Creek often dries up, especially in low water years such as the last couple have been. This leaves few water sources for wildlife as well as livestock. In addition, the banks of Beaver Creek are also highly erodable, and any reduction of traffic from livestock would help with regeneration of vegetation and help stabilize the banks, reducing sediment loading into the stream."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Jensen Pipeline Extension

Program: New Development

Project Type: Pipeline

County: Weston

Sponsor and Status: Weston County Natural Resource District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$41,800

Requested Grant: \$20,900

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The project will include extension of a pipeline for 8,950 feet onto state land where the landowner holds a grazing lease. Four stock tanks will be added along the pipeline to provide livestock drinking water in multiple pastures.


2. Sponsor Defined Public Benefit:

"While there is a streambed on the property, it is intermittent and not a reliable water source for livestock or wildlife. It is also located in the southeast quarter of the pasture and does not help with distributing grazing appropriately. The addition of stock tanks in strategic locations both per fence lines as well as geographically will help to better distribute grazing on the state land and provide wildlife in the area reliable water sources. Livestock have also shown a propensity to choose stock tanks over riparian areas so this will pull pressure off the riparian areas as well. Being public land, improving water sources can attract wildlife, increasing enjoyment of public land for not only hunting, but also by seeing wildlife or indicators of their presence when recreating."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Small Water Program Summary for Account II

Sponsor	Primary Project Name	Account	Watershed Study	Priority	Estimated Total Cost	WWDC Grant	Project Type	Sponsor Summary
Cottonwood Grass Creek WID								
	Spring Gulch Well Rehabilitation	II	Not Identified in a WS Study	3	\$16,200.00	\$8,100.00	Solar Platform	
Laramie County CD								
	Farthing Ditch Diversion	II	Not Identified in a WS Study	1	\$54,600.00	\$27,300.00	Irrigation	2 projects for a total of \$49,800
	Gilchrist Ditch No 1	II	Not Identified in a WS Study	1	\$45,000.00	\$22,500.00	Irrigation	
Little Snake River CD								
	Dew Homestead Dike Wetland Rehabilitation & Enhancement	II	Not Identified in a WS Study	2	\$35,000.00	\$17,500.00	Wetland Development	4 projects for a total of \$102,500
	RR Water Control Structures	II	Not Identified in a WS Study	4	\$40,000.00	\$20,000.00	Irrigation	
	South Red Desert Stock Ponds Rehabilitation	II	Not Identified in a WS Study	2	\$60,000.00	\$30,000.00	Small Reservoir	
	West Side Canal Lining Project	II	Not Identified in a WS Study	4	\$91,000.00	\$35,000.00	Irrigation	
Medicine Bow CD								
	Dana Meadows Stock Water Development	II	Not Identified in a WS Study	3	\$131,000.00	\$35,000.00	Pipeline and Conveyance	
Popo Agie CD								
	Yellowcalf Diversion Structure/Blackburn Ditch Pipeline	II	Not Identified in a WS Study	1	\$148,878.00	\$35,000.00	Irrigation	
Sheridan County CD								
	Clear Creek - Powder River Stockwater Development	II	Not Identified in a WS Study	3	\$35,500.00	\$17,750.00	Well	
South Big Horn CD								
	Avent Ditch Headgate & Pipeline	II	Not Identified in a WS Study	4	\$12,000.00	\$6,000.00	Irrigation	2 projects for a total of \$41,000
	Whaley Headgate	II	Not Identified in a WS Study	4	\$164,800.00	\$35,000.00	Irrigation	
South Goshen CD								
	Horse Creek - Horse Creek Lateral Diversion	II	Not Identified in a WS Study	1	\$355,000.00	\$35,000.00	Irrigation	2 projects for a total of \$70,000
	Horse Creek - Lawrence Diversion	II	Not Identified in a WS Study	1	\$356,000.00	\$35,000.00	Irrigation	
Sublette County CD								
	67 Reservoir	II	Not Identified in a WS Study	1	\$240,000.00	\$35,000.00	Small Reservoir	

Small Water Account II Summary	
Available in the Rehabilitation Account as of 1/11/2022	\$741,475.00
2022 Omnibus Construction Bill Appropriation	<u>\$500,000.00</u>
Subtotal	\$1,241,475.00
New 2022 Requests (15 projects)	<u>\$394,150.00</u>
Remaining (Subtotal 1 - 2022 Requests)	\$847,325.00

2022 Cottonwood Grass Creek WID



SRPING GULCH

6929 ft

6000 ft

ELLO RIDGE

Little Grass Creek

Prospect Creek

6000 ft

Wagonhound Creek

WAGONHOUND BENCH

Twintyone Creek

6000 ft

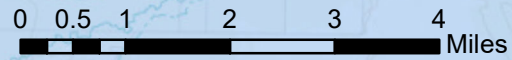
6000 ft

6000 ft

PUTNEY FLAT

Rattlesnake Creek

North E





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Spring Gulch Well Rehabilitation

Program: Rehabilitation

Project Type: Solar Platforms

County: Hot Springs

Sponsor and Status: Cottonwood Grass Creek Watershed Improvement District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$16,200

Requested Grant: \$8,100

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of project is to rehabilitate an existing well with the installation of a solar system and a new tire tank to replace an existing leaky metal tank.

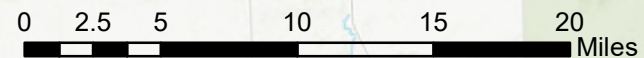
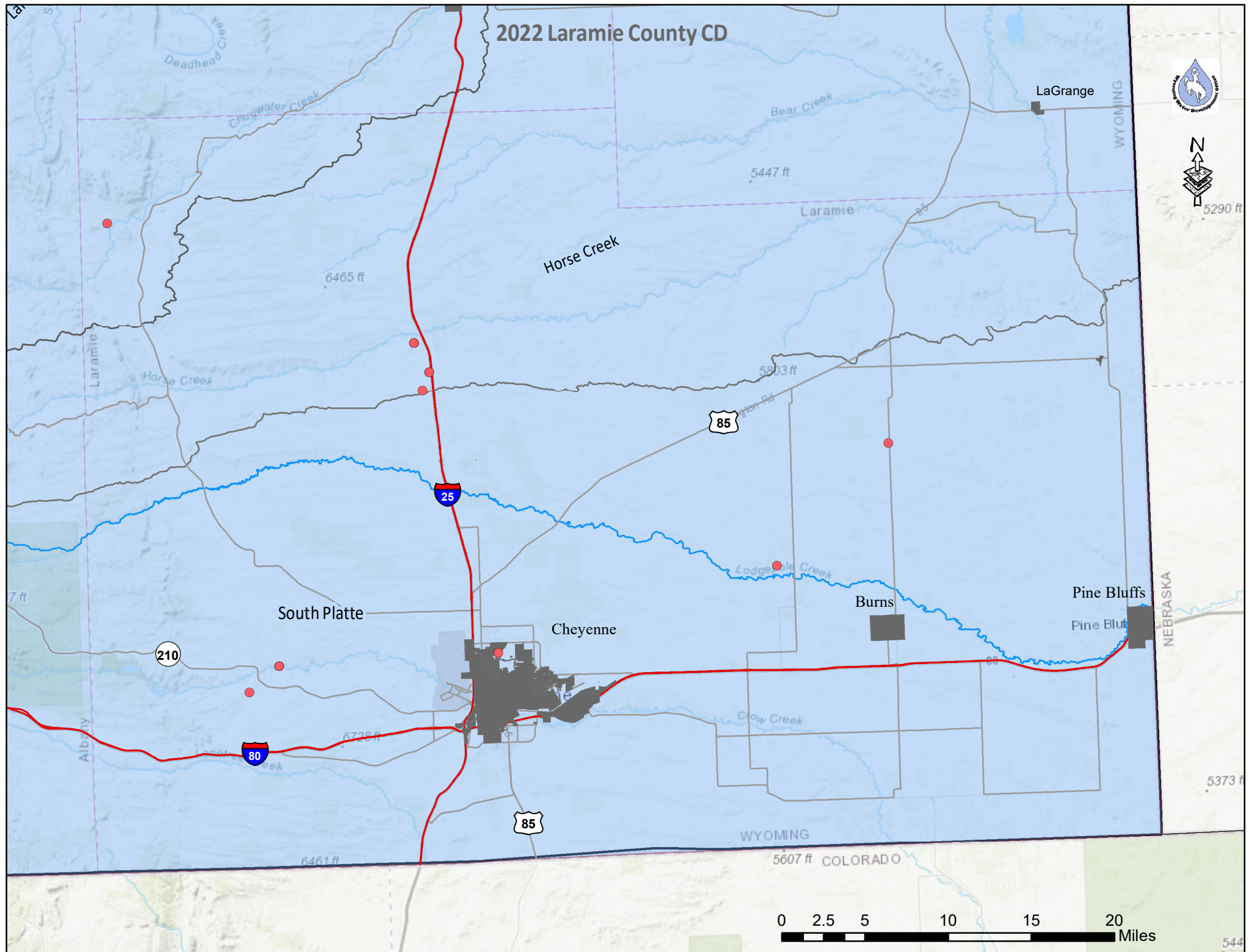
2. Sponsor Defined Public Benefit:

"Facilitate better distribution of livestock, Improve range condition by more even use, and Reduce fossil fuel usage"

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Laramie County CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Farthing Ditch Diversion

Program: Rehabilitation

Project Type: Irrigation

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 1. Diversion Structures and Spring Developments

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$54,600

Requested Grant: \$27,300

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This irrigation project will consist of converting a non-stable and highly erodible check dam structure into a more stable and less erosive stone-constructed structures. Currently this facility is washing out almost every year. The constructed stone weir will provide a solid structure for flows greater than bank full.

2. Sponsor Defined Public Benefit:

"The manner in which the current temporary check dam structure is built only hampers the natural system with heavy silt deposition upstream of the structures leading to failure around the ends of the weir during higher flows. These structures do not provide adequate velocities to move the sediment load and are not properly secured to the banks resulting in erosion forming wider channels, shallower depths and decreased velocities – thereby reducing stream function. This project will provide the correct structure sizing and design to prevent all of the aforementioned issues."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Gilchrist Ditch No 1

Program: Rehabilitation

Project Type: Irrigation

County: Laramie

Sponsor and Status: Laramie County Conservation District

Project Priority: 1. Diversion Structures and Spring Developments

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$45,000

Requested Grant: \$22,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to replace a failing check dam within a branch of Crow Creek. The new diversion will incorporate a Rosgen Cross Vane to allow for sediment transport, fish migration and irrigation. The cross vane will be constructed using large boulders.

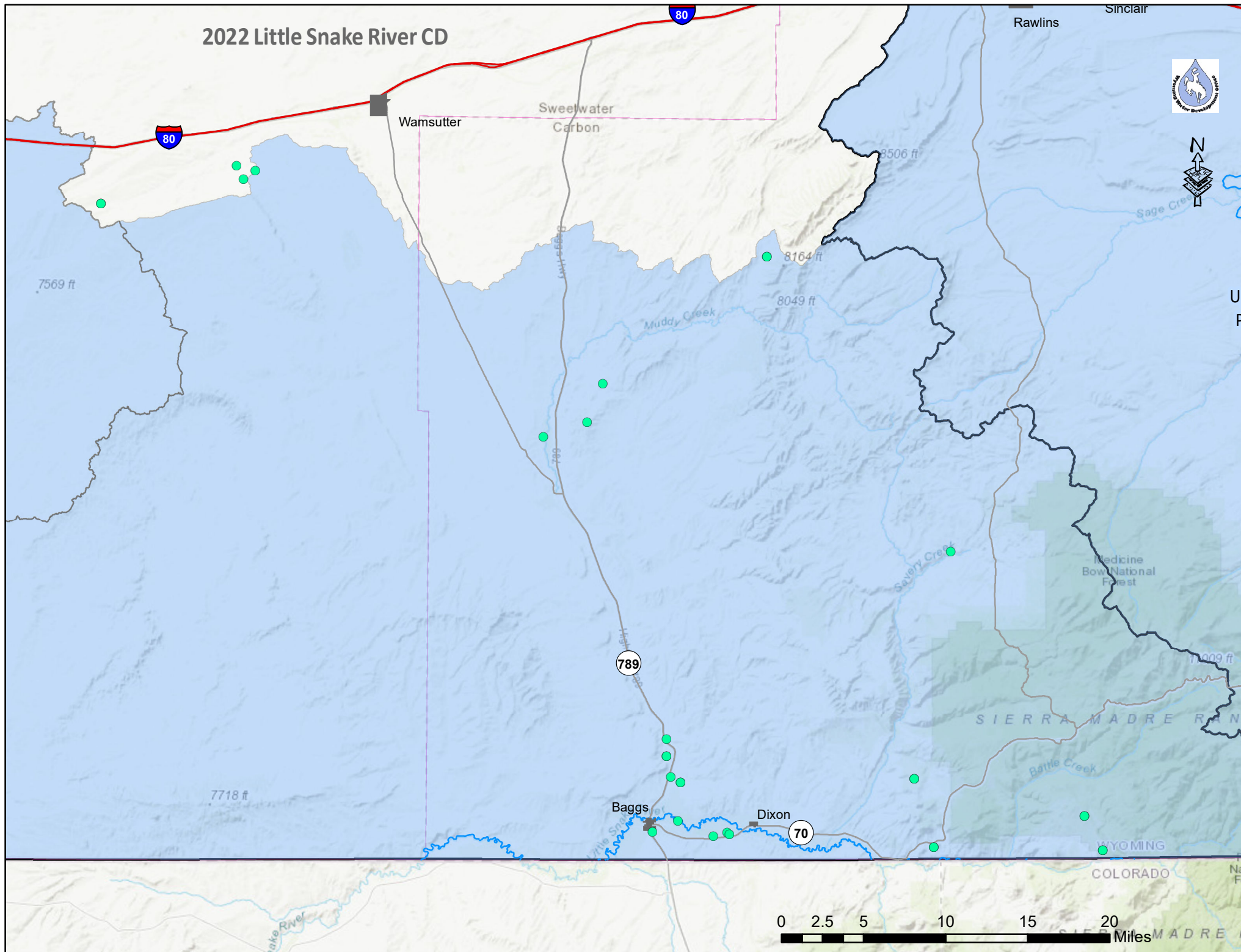
2. Sponsor Defined Public Benefit:

"The public benefit for this diversion project is the removal of a malfunctioning diversion check dam that has caused incision and erosion of the current channel. This new structure will allow sediment to move downstream and stop the degradation of the lower channel by controlling the grade of the creek. It will also let the existing fish populations to migrate to upper spawning reaches."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Little Snake River CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dew Homestead Dike Wetland Rehabilitation & Enhancement

Program: Rehabilitation

Project Type: Wetland

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 2. Storage

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$35,000

Requested Grant: \$17,500

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to rehabilitate an existing dike by clearing brush and reshaping the upstream surface, replacing one 10-inch agridrain water control structure with two new agridrain water control structures to better manage water release and distribution of water to downstream wetlands and irrigated meadows.

2. Sponsor Defined Public Benefit:

"Project will enhance wetlands and irrigated meadows in the Muddy Creek Wetlands. These improvements will have substantial benefits to many avian and terrestrial wild life species. The project is located on, and adjacent to public lands and increased recreational values will accrue as a result of this project."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: RR Water Control Structures

Program: Rehabilitation

Project Type: Irrigation

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 4. Irrigation

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$40,000

Requested Grant: \$20,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This proposed project would replace four control structures on the West Side Canal that are no longer functioning.

2. Sponsor Defined Public Benefit:

"Replacing water control structures reduces seepage losses which leaves more water in the river for aquatic habitat and wildlife. This project also increases water conservation which provides a wide array of benefits."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: South Red Desert Stock Ponds Rehabilitation

Program: Rehabilitation

Project Type: Small Reservoir

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 2. Storage

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$60,000

Requested Grant: \$30,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to reconstruct and clean 3 stock water reservoirs in the South Red Desert Grazing Allotment. The stock ponds have filled with sediment and lack the needed capacity and so they dry up very early in the summer.

2. Sponsor Defined Public Benefit:

"Cleaning and enlarging the ponds will result in year access to water in the desert for wildlife. The area is heavily used by pronghorn antelope and is part of the highly coveted Red Desert antelope herd. Increased availability for stock water will help distribute livestock more uniformly across the allotment allowing for improved range condition and upland habitat."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: West Side Canal Lining Project

Program: Rehabilitation

Project Type: Irrigation

County: Carbon

Sponsor and Status: Little Snake River Conservation District

Project Priority: 4. Irrigation other than Diversion Structures

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$91,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This is the first phase of an ongoing rehabilitation project on the West side canal to reduce excessive seepage in several reaches. In this phase approximately 600 feet of canal will be lined with a synthetic liner to eliminate seepage losses on the canal.

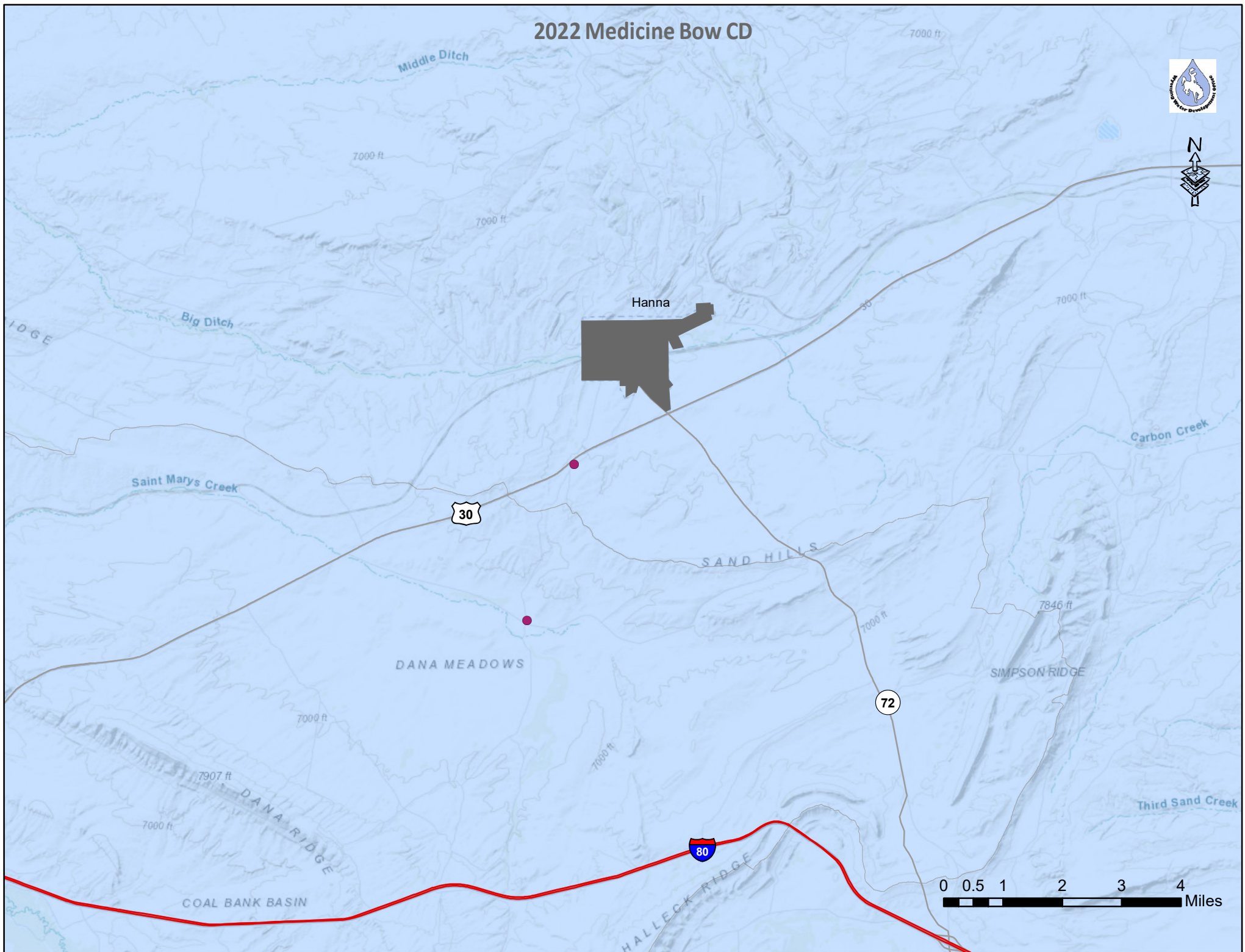
2. Sponsor Defined Public Benefit:

"Reducing seepage loss conserves water in the canal reducing diversion from the river which provides more water for aquatic habitat and wildlife in the mainstem of the river. Water conservation measures in the Colorado River basin benefit a wide array of public and private water users."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Medicine Bow CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Dana Meadows Stock Water Development

Program: Rehabilitation

Project Type: Pipeline

County: Carbon

Sponsor and Status: Medicine Bow Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$131,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

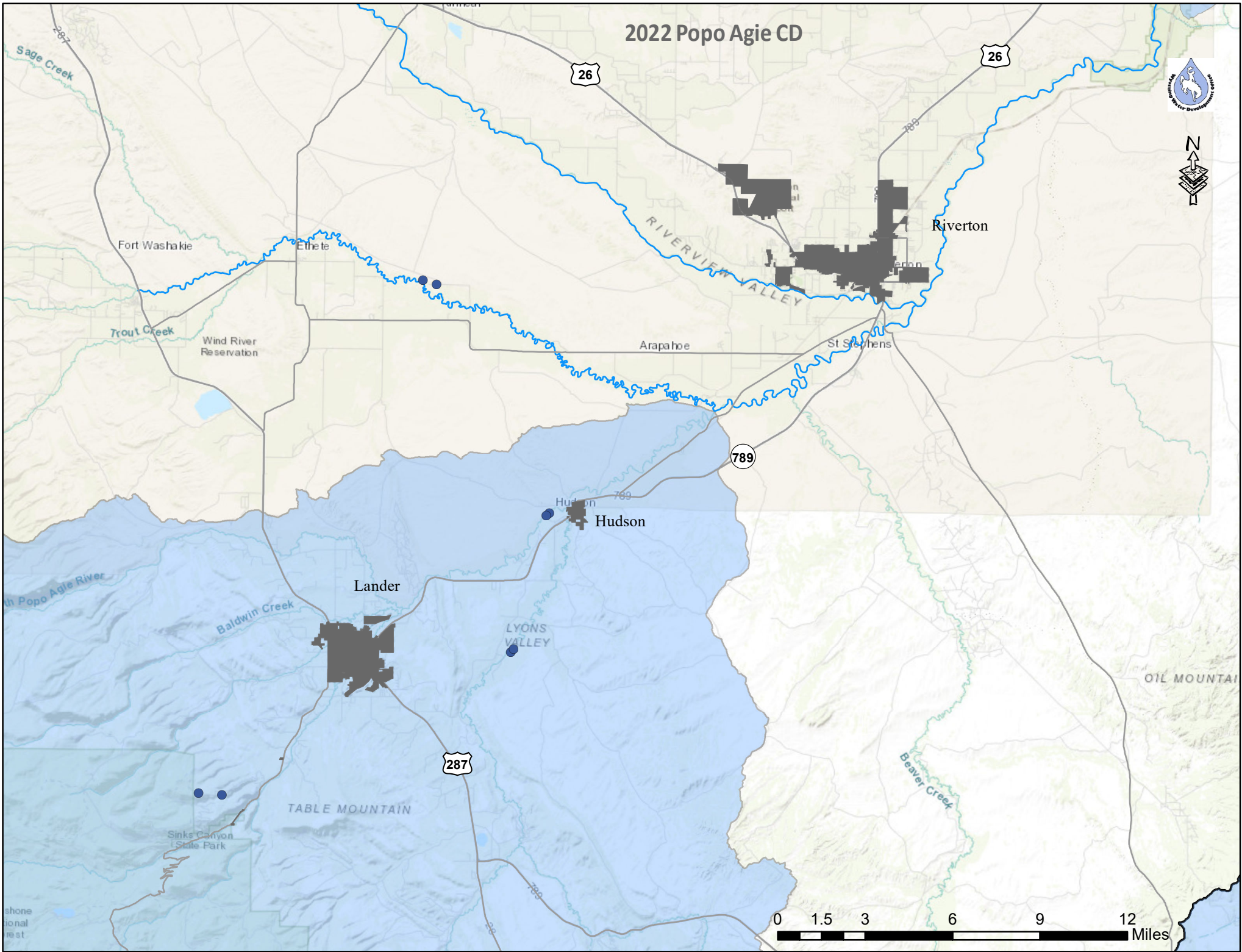
The purpose of this project is to rehabilitate a livestock pipeline in the Dana Meadows South BLM Allotment that was lost in the Hana 316 Fire. Included in this project is the installation of 29,000 feet of pipe and 7 livestock tanks.

2. Sponsor Defined Public Benefit:

"Installing a new buried pipeline will help distribute cattle, provide water for wildlife and improving these habitats through grazing management can increase the survivability and productivity of a wide variety of sagebrush obligate and sagebrush dependent wildlife species, including sage-grouse and big game. Ultimately, this project is supportive of sage-grouse efforts. This project will also benefit the Town of Hanna's water supply as grazing land was also lost in the fire and top soil is contaminating the water supply. The landscape scale planning associated with this project would be impossible without collaboration with partners and builds confidence and trust amongst the landowner, various agencies and organizations involved, and the residents of Hanna. The project will help distribute livestock on over 30,000 acres, allowing the landowner to reestablish a grazing plan based on the renewed and additional water sources and reduce negative impacts associated with livestock watering on natural water sources confined within the pasture boundaries. Maintaining agricultural production is also a benefit at the community, region, and state levels, hunting and fishing on private and public lands."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Yellowcalf Diversion Structure/Blackburn Ditch Pipeline

Program: Rehabilitation

Project Type: Irrigation

County: Fremont

Sponsor and Status: Popo Agie Conservation District

Project Priority: 1. Diversion Structures and Spring Developments

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$148,878

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

This project will address the impaired Yellow Calf diversion structure and ditch conveyance losses along a portion of the Blackburn ditch on the Wind River Reservation on the Little Wind River. The Yellow Calf diversion structure is unable to divert sufficient irrigation water during low river flows. In addition, the Blackburn ditch is an earthen ditch that follows relic meander channels of the old river channel as part of the delivery system and suffers water seepage issues. Piping 260 feet of existing earthen ditch will extend water to lower portions of the ditch and provide dependable supply for more efficient irrigation and improved livestock management. The project will enable Blackburn ditch to more effectively deliver water to users at the end of the system who for years have had inconsistent access to water. While the ditch members will benefit from improved water delivery, they may also realize flow savings which will extend the benefit to users downstream including tribal water users. In addition to irrigation, these uses include an outstanding trout fishery and big game winter range, as well as numerous recreational uses downstream of the ditch.

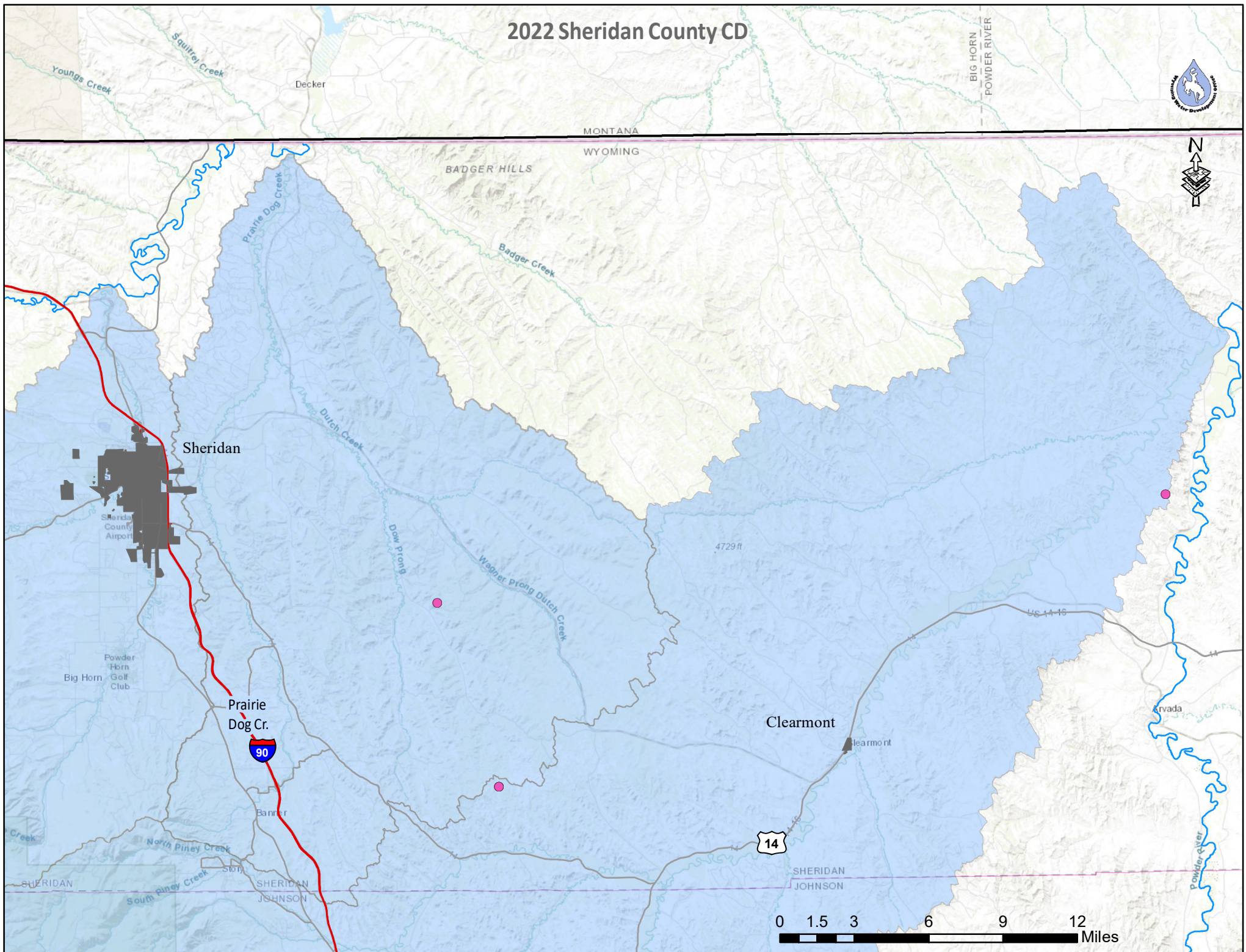
2. Sponsor Defined Public Benefit:

"Multiple benefits will be provided by improving the stream channel and improving water quality including improved watershed condition and function. Other benefits from this project include wildlife, livestock and the environment by improving riparian habitat, and habitat for fish and wildlife. By improving the diversion structure, streambank stability will also improve as well as water quality due to erosion protection. This project will improve irrigation efficiency and delivery to improve water dependability and livestock management in lower reaches of the Blackburn ditch, concurrently improving range condition that supports area wildlife. Eliminating leakage that currently occurs along the ditch will reduce water waste and benefit the river and tribal water users downstream."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 Sheridan County CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Clear Creek – Powder River Stockwater Development

Program: Rehabilitation

Project Type: Well

County: Sheridan

Sponsor and Status: Sheridan County Conservation District

Project Priority: 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$35,500

Requested Grant: \$17,750

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to improve water availability on a large, single-unit +6500-acre pasture that spans between Clear Creek and Powder River. The existing gasoline pump-jack well, originally installed over 50 years ago, has not been used in at least 20 years. A permanent reliable water source would relieve grazing pressure on the areas adjacent to existing water sources, which are currently overused. Specific planned rehabilitation measures for the existing well include clean out, pump testing, extending the well casing, and installing a sanitary cap to meet present standards. Additional practices include installing a stockwater tank and solar pump unit to replace the gasoline pump-jack, which is no longer operational.

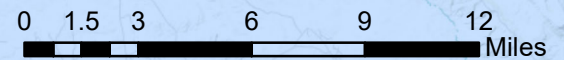
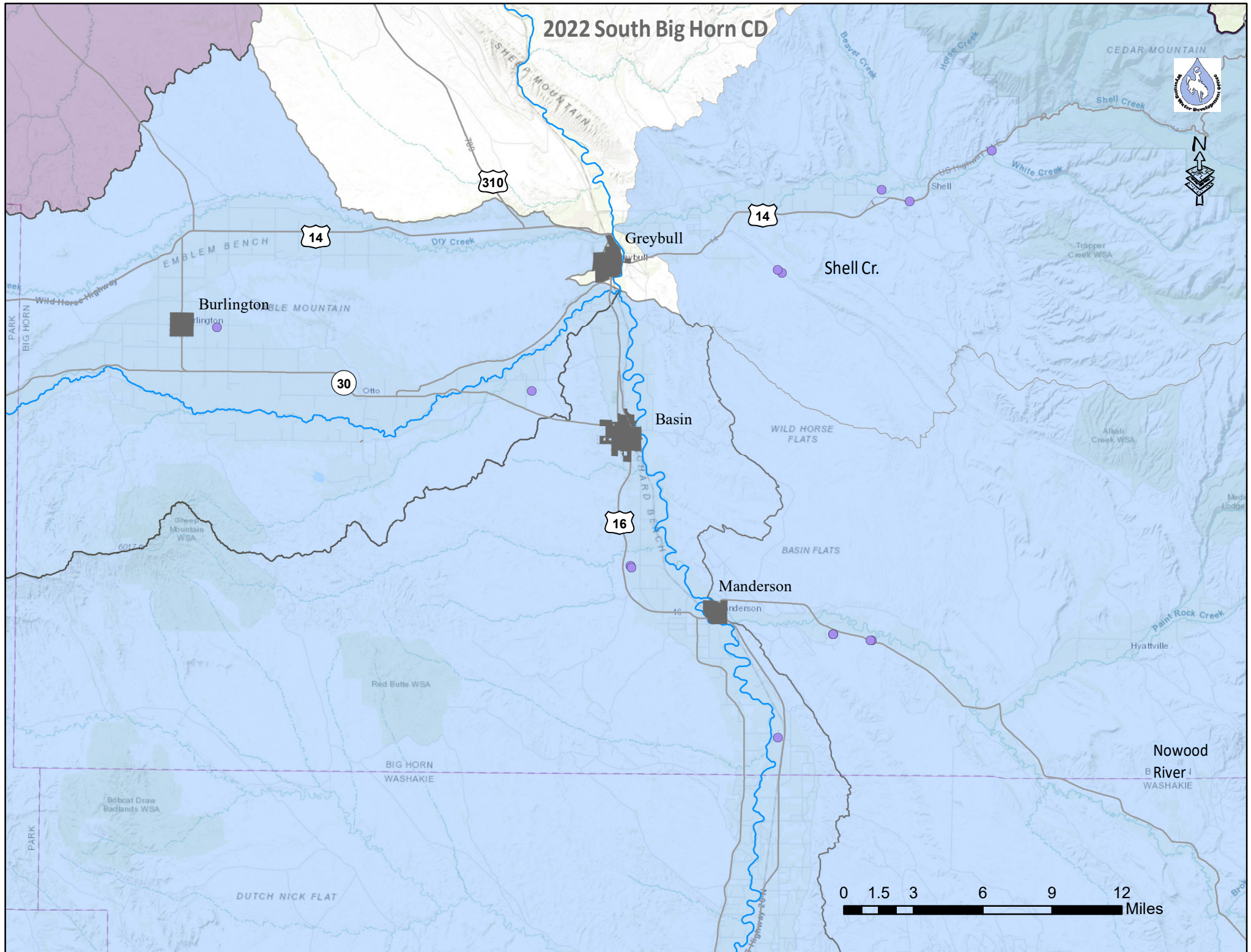
2. Sponsor Defined Public Benefit:

"While the project certainly provides a direct benefit to the owner, the project also provides water supplies to support plant and animal species and improves habitat for wildlife for the Clear Creek watershed and the public. As indicated in the Clear Creek Watershed study for similar projects, completion of this project will maintain open space and healthy ecosystems within the Clear Creek Watershed. Adjacent to and containing federal land inclusions, the area can be accessed by hunters and other public throughout the year. A permanent source of reliable water in the summer and fall months will benefit antelope, mule deer, and other wildlife that reside in the area. Improved grazing will result in healthier vegetation, forage value, and associated habitat for wildlife."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

2022 South Big Horn CD





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Avent Ditch, Headgate & Pipeline

Program: Rehabilitation

Project Type: Irrigation

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 4. Irrigation

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$12,000

Requested Grant: \$6,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The current outlet structures within Avent Canal are not functioning as they are intended, causing erosion, ditch destabilization, and flooding of fields. This project will upgrade two headgates and approximately 40 feet of irrigation pipeline.

2. Sponsor Defined Public Benefit:

"The Avent Canal is utilized by multiple landowners. These landowners are very dependent on the water supply from the Avent canal, so nonfunctioning outlets are leading to excessive water loss compromising the availability to downstream users and the components of this project lead to a reduction of water loss."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Whaley Headgate

Program: Rehabilitation

Project Type: Irrigation

County: Big Horn

Sponsor and Status: South Big Horn Conservation District

Project Priority: 4. Irrigation

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$164,800

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

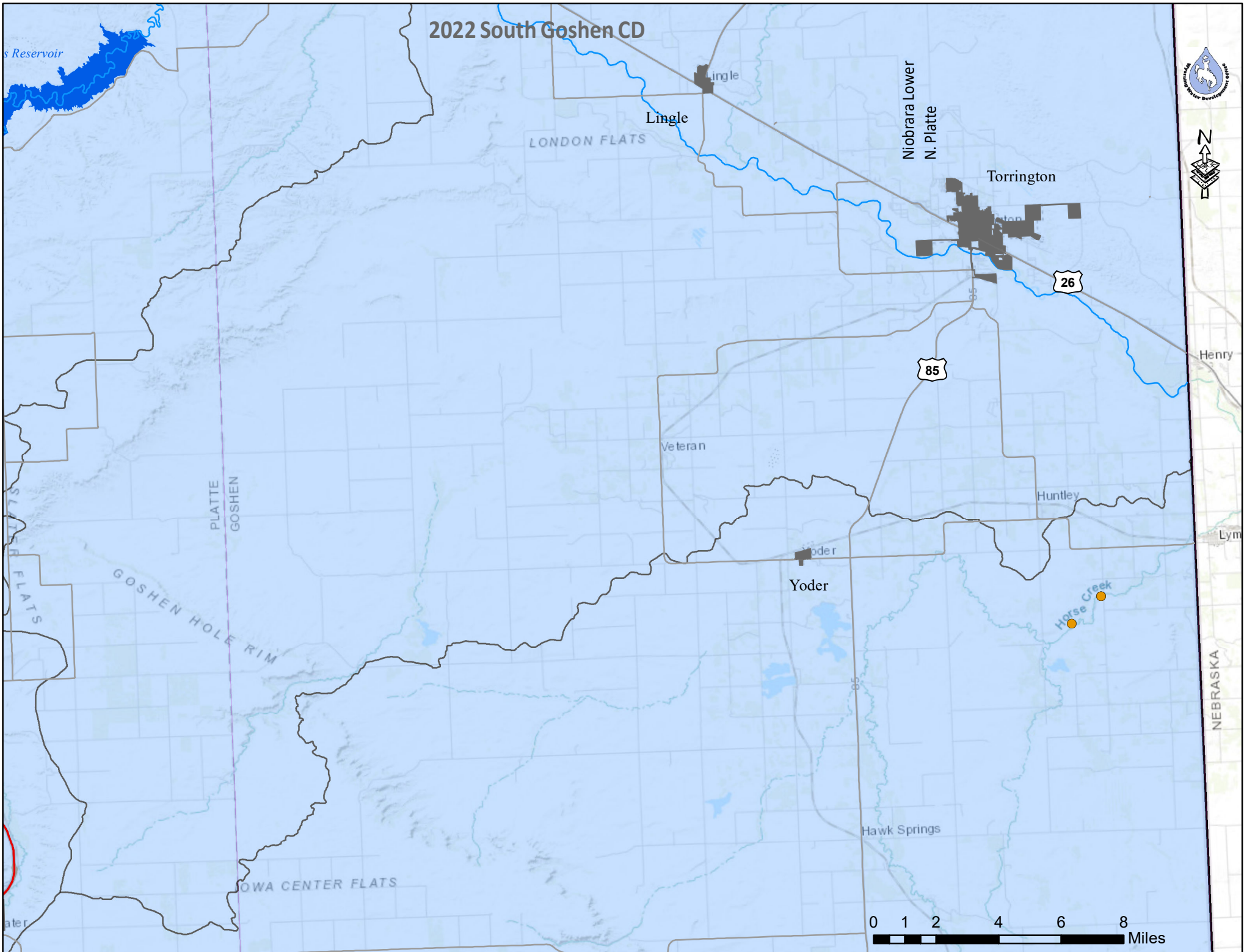
The project will replace two 21" headgates and pipe for the Whaley Ditch with one 32" headgate and pipe. A new trash guard will also be installed.

2. Sponsor Defined Public Benefit:

"By replacing two existing headgates and pipe with a single headgate and pipe of increased size would allow more pressure and flow to 7 landowners. The updated infrastructure improves the irrigation efficiency for downstream users. By installing a new trash guard this would provide a better system to screen large debris during the high run off periods and keep maintenance down for the landowners."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





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2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Horse Creek – Horse Creek Lateral Diversion

Program: Rehabilitation

Project Type: Irrigation

County: Goshen

Sponsor and Status: South Goshen Conservation District

Project Priority: 1. Diversion Structures and Spring Developments

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$355,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The Horse Creek Main Lateral diversion has a water right of 83.7 cfs that is used by multiple water users in Wyoming and Nebraska. The structure is owned and operated by the Goshen Irrigation District (GID) and diverts flow that is added to Horse Creek from the Fort Laramie Canal approximately 13 miles upstream. This project will include a fishway to allowing upstream movement of fish, repairs to address dam leakage, and include investigations to improve sluice gate operation. reducing maintenance. It would also reconnect an additional 20 miles of stream to the next upstream diversion structure.

2. Sponsor Defined Public Benefit:

"This project will ensure irrigation deliveries for the water users continue and address their concern of losing their current diversion. Irrigation is key to their farming operations and this diversion has senior water rights. Maintenance will be dramatically reduced and control of irrigation flow will be much easier as well. The supply of water will continue to Packer's Lake that provides a public fishing and recreation area for area residents. Modifying the channel will reduce erosion and additional sediment input to the stream while also providing additional wildlife benefits through the creation of wetland areas. Lastly, improvements to the fishery are expected by opening access to an additional 3.5 miles of habitat upstream of the diversion to the next upstream diversion, Horse Creek Lateral. The benefits for the fishery will be compounded with the concurrent work planned at Horse Creek Lateral to address maintenance and provide year-round fish passage."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".



THE STATE OF WYOMING
Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002
FAX: (307) 777-6819



2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: Horse Creek – Lawrence Diversion

Program: Rehabilitation

Project Type: Irrigation

County: Goshen

Sponsor and Status: South Goshen Conservation District

Project Priority: 1. Diversion Structures and Spring Developments

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$356,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The Lawrence Diversion feeds Packers Lake (Peters Reservoir No. 1), a 73-acre reservoir that supports a recreational fishery and is managed by WGFD as a Public Access Area. Currently, sheet piling is used to build head for the irrigation ditch and creates a two to three-foot jump that is a complete barrier to many of the native small bodied fish that exist in Horse Creek. The sheet piling is in a dilapidated state with extensive corrosion and the structure may soon fail losing the ability to divert water. Furthermore, the headgate leaks requiring a second water control structure within the canal that is not placed properly impacting water delivery further downstream in the canal.

Project goals include increasing diversion reliability, allowing upstream movement of fish, reducing maintenance, and improving stream stability. Draft design plans for this site include moving the point of diversion upstream, building a new headgate, piping the first 400ft of ditch, and modifying the channel geometry to address erosion and channel stability.

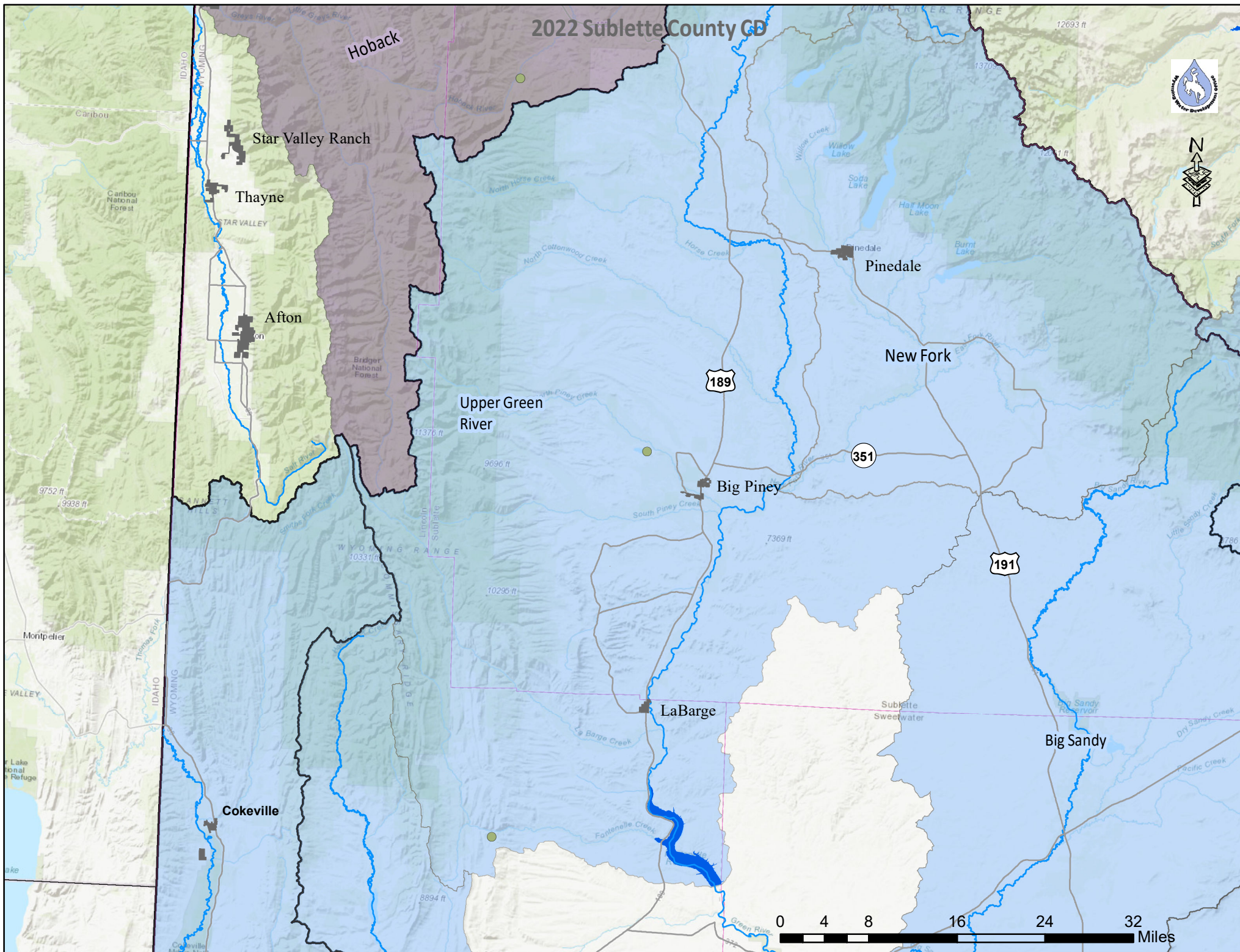
2. Sponsor Defined Public Benefit:

"This project will ensure irrigation deliveries for the water users continue and address their concern of losing their current diversion. Irrigation is key to their farming operations and this diversion has senior water rights. Maintenance will be dramatically reduced and control of irrigation flow will be much easier as well. The supply of water will continue to Packer's Lake that provides a public fishing and recreation area for area residents. Modifying the channel will reduce erosion and additional sediment input to the stream while also providing additional wildlife benefits through the creation of wetland areas. Lastly, improvements to the fishery are expected by opening access to an additional 3.5 miles of habitat upstream of the diversion to the next upstream diversion, Horse Creek Lateral. The benefits for the fishery will be compounded with the concurrent work planned at Horse Creek Lateral to address maintenance and provide year-round fish passage."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file:

design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".





THE STATE OF WYOMING
Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002
FAX: (307) 777-6819



2022 RECOMMENDATION
SMALL WATER PROJECT PROGRAM

Project Name: 67 Reservoir

Program: Rehabilitation

Project Type: Small Reservoir

County: Sublette

Sponsor and Status: Sublette County Conservation District

Project Priority: 1. Other (Shovel Ready)

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$240,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The outlet works of the reservoir are in poor condition and leaking into the dam. This project will include repairs to the dam and outlet works. The repairs to the outlet works will provide continued storage and the ability to irrigate roughly 2400 acres.

2. Sponsor Defined Public Benefit:

"This project will ensure continued access to approximately 5 miles of shoreline and roughly 400 acres of open water that is crucial to a range of species of migratory birds (swans, geese, ducks, pelicans, sandhill cranes and many smaller species) who nest and raise their chicks on the reservoir itself, and the long-billed curlews, snipes and sage grouse who make use of the wetlands created by irrigation water from the reservoir. It's also home to a considerable number of antelope, deer, moose, and occasionally elk. The reservoir also contains record-breaking brown and brook trout."

3. Staff Evaluation:

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

Construction Project Agreements (Acct. I)

**PROJECT AGREEMENT
CRYSTAL BYPASS PIPELINE 2022
MSC No. _____**

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the CHEYENNE BOARD OF PUBLIC UTILITIES, LARAMIE COUNTY, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CHEYENNE BOARD OF PUBLIC UTILITIES, 2416 Snyder AVE, Cheyenne, WY 82001.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Crystal Bypass Pipeline 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
 - A. Design and construction of water transmission pipelines, structures; and
 - B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

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

4. **Special Provisions.**
 - A. A sum not to exceed TWO MILLION FIVE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$2,546,000.00) which will be a grant of not more than TWO MILLION FIVE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$2,546,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring 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 or town council authorizing participation in this PROJECT and accepting the financing package.
 - C. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray

construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

- D.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The

COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- E.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;
 3. Environmental assessments;

4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- H.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.
- I.** The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.
- J.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving

disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- K.** 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.
- L.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- M.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- N.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- O.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not

pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

- Q.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:
1. Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive 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 the purpose defined in authorizing legislation 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.

- R. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- S. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

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

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express

terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

CHEYENNE BOARD OF PUBLIC UTILITIES

Bradley A. Brooks, Director

Date

Frank A. Strong IV, Engineering & Water Resource Div. Manager

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

**PROJECT AGREEMENT
EVANSTON TRANSMISSION PIPELINE 2022
MSC No. _____**

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the CITY OF EVANSTON, UINTA COUNTY, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF EVANSTON, 1200 Main Street, Evanston, WY 82930.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Evanston Transmission Pipeline 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
 - A. Design and construction of a water 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.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**
 - A. A sum not to exceed ONE MILLION TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$1,219,400.00) which will be a grant of not more than ONE MILLION TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$1,219,400.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring 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 or town council authorizing participation in this PROJECT and accepting the financing package.

- C. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- D. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall

include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- E.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;

3. Environmental assessments;
 4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- H.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.
- I.** The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.
- J.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to

the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- K.** 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.
- L.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- M.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- N.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- O.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all

claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

Q. The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:

1. Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive 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 the purpose defined in authorizing legislation 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.

- R. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- S. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

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

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express

terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

CITY OF EVANSTON

Kent Williams, Mayor

Date

Dean Barker, P.E., City Engineer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
GILLETTE REGIONAL EXTENSIONS PHASE VI 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the CITY OF GILLETTE, CAMPBELL, COUNTY, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF GILLETTE 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Gillette Regional Extensions Phase VI 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of a water 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.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein have been fully satisfied.
4. **Special Provisions.**
 - A. A sum not to exceed ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$1,125,600.00) which will be a grant of not more than ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$1,125,600.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring 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.

- C. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- D. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall

include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- E.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;

3. Environmental assessments;
 4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- H.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.
- I.** The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.
- J.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to

the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- K.** 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.
- L.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- M.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- N.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- O.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all

claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

Q. The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:

1. Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive 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 the purpose defined in authorizing legislation 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.

- R. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- S. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

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

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express

terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

CITY OF GILLETTE

Eric Hanson, Mayor

Date

Cindy Staskiewicz, City Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
NORTHWEST RURAL WATER SYSTEM IMPROVEMENTS 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the NORTHWEST RURAL WATER DISTRICT, PARK COUNTY, Wyoming, a duly organized water district existing under the laws of that state (SPONSOR), whose address is: NORTHWEST RURAL WATER DISTRICT, 526 Stone Street, P. O. Box 2347, Cody, Wyoming 82414.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Northwest Rural Water System Improvements 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
 - A. Design and construction of storage tanks; and
 - B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

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

4. **Special Provisions.**
 - A. A sum not to exceed SEVEN HUNDRED THOUSAND ONE HUNDRED FIFTY DOLLARS (\$700,150.00) which will be a grant of not more than SEVEN HUNDRED THOUSAND ONE HUNDRED FIFTY DOLLARS (\$700,150.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring 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.

- C. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- D. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.

7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
 8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- E. The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- F. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;
 3. Environmental assessments;
 4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- H.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.

- I. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.
- J. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.
- K. 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.
- L. The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- M. Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- N. The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

- O.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.
- Q.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:

 - 1.** Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive 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 the purpose defined in authorizing legislation 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.

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- R.** If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- S.** Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

NORTHWEST RURAL WATER DISTRICT

Tony Rutherford, Manager

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

Construction Project Agreements (Acct. II)

PROJECT AGREEMENT
BIG HORN CANAL ADOBE CHECK STRUCTURE 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the BIG HORN CANAL IRRIGATION DISTRICT, BIG HORN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: BIG HORN CANAL IRRIGATION DISTRICT, PO Box 348, Basin WY 82410.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Big Horn Canal Adobe Check Structure 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
 - A. Design and construction of a water control structure; and
 - B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

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

4. **Special Provisions.**
 - A. A sum not to exceed one hundred fifty-four thousand one hundred dollars (\$154,100.00) which will be a grant of not more than one hundred fifty-four thousand one hundred dollars (\$154,100.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) of the PROJECT funds from other sources.
 - B. Prior to the release of any funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.

- C.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- D.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall

include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- E.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;

3. Environmental assessments;
 4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- H.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101 *et seq.*, and to determine the lowest responsible bid.
- I.** The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.
- J.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to

the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- K.** 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.
- L.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- M.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- N.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- O.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all

claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

- Q.** If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- R.** Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. General Provisions.

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

party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chair

Date

Secretary

Date

BIG HORN CANAL IRRIGATION DISTRICT

Richard Russell, President

Date

Canon McKim, Commissioner

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
COTTONWOOD IRRIGATION DISTRICT PIPELINE REPLACEMENT 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the COTTONWOOD IRRIGATION DISTRICT, LINCOLN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: COTTONWOOD IRRIGATION DISTRICT, 2231 Hwy 241, Smoot, WY 83110.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Cottonwood Irrigation District Pipeline Replacement 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of pipelines, structures; and
- B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.
4. **Special Provisions.**
 - A. A sum not to exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:
 1. A grant to the SPONSOR of not more than ONE MILLION SEVENTY-TWO THOUSAND DOLLARS (\$1,072,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.
 2. A loan to the SPONSOR of not more than FIVE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$528,000.00) or thirty-three percent

(33%) of the actual development costs, whichever is less, for a term of forty (40) 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. The SPONSOR shall deliver to the COMMISSION certified copies of any petitions to the court and orders of the District Court approving the assessment. In addition, the SPONSOR shall provide the COMMISSION copies of the SPONSOR's annual assessment roll for the PROJECT when it has been prepared, certified and delivered to the County Assessor in compliance with Wyoming law.

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

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

- E.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the 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.

- F.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
 8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence.

The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.

9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- G.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT. If the SPONSOR elects to terminate the PROJECT, the COMMISSION shall determine the total amount of loan funds disbursed prior to termination and the term of the loan will commence.
- H.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- 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 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- J.** The SPONSOR shall not 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 all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- M.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds and thirty-three percent (33%) shall be from loan funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of eligible PROJECT costs and the final loan amount provided by the COMMISSION will not exceed thirty-three percent (33%) of eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- N.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- O.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- P.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- Q.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the security agreement contemplated by this Agreement, for as long as there remains any balance thereof unpaid. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- R.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all

claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

- S. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If this Agreement is terminated, the principal amount of the loan is set, and the SPONSOR shall begin repayment on the first anniversary of the date of termination or continue as scheduled if repayment has already begun. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR, in addition to being required to repay the loan, shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- T. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.
- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; the Promissory Note dated _____, consisting of two (2) pages; and the Security Agreement, dated _____, consisting of four (4) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that

the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

COTONWOOD IRRIGATION DISTRICT

Kelly Johnson, President

Date

Heidi Shumway, Treasurer / Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

**PROJECT AGREEMENT
DEAVER ID REHABILITATION 2022
MSC No. _____**

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the DEAVER IRRIGATION DISTRICT, BIG HORN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: DEAVER IRRIGATION DISTRICT, PO Box 205, Deaver WY 82421.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Deaver ID Rehabilitation 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:
 - A. Design and construction of a pipelines and structures; and
 - B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

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

4. **Special Provisions.**
 - A. A sum not to exceed EIGHT HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$816,810.00) which will be a grant of not more than EIGHT HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$816,810.00) or thirty percent (30%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring seventy percent (70%) of the PROJECT funds from other sources.
 - B. Prior to the release of any funds under this Agreement, the SPONSOR shall submit to the COMMISSION evidence of the SPONSOR's authorization to participate in the PROJECT and approval of the funding package.

- C.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- D.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall

include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- E.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- F.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- G.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;

3. Environmental assessments;
 4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- H.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101 *et seq.*, and to determine the lowest responsible bid.
- I.** The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.
- J.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to

the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- K.** Thirty percent (30%) 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 thirty percent (30%) of total eligible PROJECT costs.] The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- L.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- M.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- N.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- O.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- P.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all

claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

- Q.** If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- R.** Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. General Provisions.

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

party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chair

Date

Secretary

Date

DEAVER IRRIGATION DISTRICT

David Winner, Commissioner/Board President

Date

Jerry Dart, District Manager

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
DRY CREEK IRRIGATION DISTRICT PIPELINE REPLACEMENT 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the DRY CREEK IRRIGATION DISTRICT, LINCOLN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: DRY CREEK IRRIGATION DISTRICT, 862 HWY 236 Afton, WY 83110.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Dry Creek Irrigation District Pipeline Replacement 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of pipelines, structures; and
- B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.
4. **Special Provisions.**
 - A. A sum not to exceed ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$1,850,000.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:
 1. A grant to the SPONSOR of not more than ONE MILLION TWO HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$1,239,500.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.
 2. A loan to the SPONSOR of not more than SIX HUNDRED TEN THOUSAND FIVE HUNDRED DOLLARS (\$610,500.00) or thirty-three

percent (33%) of the actual development costs, whichever is less, for a term of twenty (20) years at an annual interest rate of four percent (4%).

- B.** Prior to the release of any funds under this Agreement, the SPONSOR shall petition the District Court and receive an order confirming its report and authorizing the SPONSOR to enter into this Agreement and assess the property within the SPONSOR's jurisdiction for the costs of the PROJECT. The SPONSOR shall deliver to the COMMISSION certified copies of any petitions to the court and orders of the District Court approving the assessment. In addition, the SPONSOR shall provide the COMMISSION copies of the SPONSOR's annual assessment roll for the PROJECT when it has been prepared, certified and delivered to the County Assessor in compliance with Wyoming law.
- C.** The SPONSOR shall execute a promissory note, secured by a security agreement that encumbers, pledges, and assigns to the COMMISSION revenues received or due under the assessment roll of the SPONSOR created as required by Wyoming statutes together with all the SPONSOR'S right, title, and interest the SPONSOR now has or may hereafter acquire in and to any of those revenues together with all proceeds of it, in an amount sufficient to meet the SPONSOR's obligations as outlined in Section 4 of this Agreement. Such promissory note, dated _____, and security agreement, dated _____, are attached to and incorporated into this Agreement by this reference. Pursuant to statute, the Attorney General's Office will review and approve the adequacy of security offered by the SPONSOR before any funds under this Agreement will be disbursed.
- D.** When the COMMISSION determines that PROJECT related benefits accrue to the SPONSOR, the term of the loan shall commence. The SPONSOR understands that the COMMISSION's determination of when benefits accrue may not coincide with the determination of substantial completion. As soon as possible thereafter the total amount of the loan shall be determined. The first loan payment will be due on December first immediately following the one year anniversary of the date benefits accrue. All subsequent payments will also be due on December first, except the final (twentieth) payment, which will be due on the twentieth anniversary of the date benefits accrue. Interest will be charged beginning with the date benefits accrue to the SPONSOR. Therefore the first loan payment will include an interest accrual period which is greater than one (1) year which will make this first payment larger than any of the subsequent payments.
- E.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the 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.

- F.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
 8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence.

The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.

9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- G.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT. If the SPONSOR elects to terminate the PROJECT, the COMMISSION shall determine the total amount of loan funds disbursed prior to termination and the term of the loan will commence.
- H.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- 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 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- J.** The SPONSOR shall not 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 all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- M.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds and thirty-three percent (33%) shall be from loan funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of eligible PROJECT costs and the final loan amount provided by the COMMISSION will not exceed thirty-three percent (33%) of eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- N.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- O.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- P.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- Q.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the security agreement contemplated by this Agreement, for as long as there remains any balance thereof unpaid. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- R.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2027, and shall have settled all

claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

- S. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If this Agreement is terminated, the principal amount of the loan is set, and the SPONSOR shall begin repayment on the first anniversary of the date of termination or continue as scheduled if repayment has already begun. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR, in addition to being required to repay the loan, shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- T. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.
- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; the Promissory Note dated _____, consisting of two (2) pages; and the Security Agreement, dated _____, consisting of four (4) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that

the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

DRY CREEK IRRIGATION DISTRICT

Rollin Gardner, President

Date

Kyle Veigel, Board Member

Date

Allison Fluckiger, Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
GOSHEN ID 29.4 PIPELINE PROJECT PHASE II 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the GOSHEN IRRIGATION DISTRICT, GOSHEN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: GOSHEN IRRIGATION DISTRICT P.O. Box 717, Torrington, WY 82240.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Goshen ID 29.4 Pipeline Project Phase II 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of pipelines, structures; and
- B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date until all provisions and conditions set forth herein have been fully satisfied.
4. **Special Provisions.**
 - A. A grant not to exceed FOUR HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FORTY DOLLARS (\$485,340.00) or one hundred percent (100%) of the materials cost for the purchase of PROJECT materials as supported by vendor invoices and approved by the COMMISSION, whichever is less, shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The SPONSOR is responsible for securing the balance of the PROJECT budget from other sources.
 - B. Prior to the release of any funds under this Agreement, the SPONSOR shall provide to the COMMISSION evidence of its ability to provide services, labor and equipment, or financing for its share of PROJECT development costs. The SPONSOR shall also provide a resolution demonstrating its intent to construct the PROJECT.

- C. The SPONSOR is responsible for hiring a professional engineering consultant, registered in Wyoming to design the improvements, to compile materials bid documents, to monitor construction activities, to provide construction management services, and to maintain an inventory of materials. The SPONSOR is responsible for the design, permit procurement, PROJECT land procurement, construction engineering, and construction of the PROJECT.
- D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to pay materials costs supported by vendor invoices. The SPONSOR shall be responsible to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above. Requests for prior approval of necessary and reasonable materials costs shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- E. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
 - 1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 - 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 - 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 - 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 - 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 - 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the

results of tests of materials and workmanship requested by the COMMISSION.

7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
 8. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
 9. During project construction, cause the SPONSOR'S ENGINEER to provide the COMMISSION with weekly construction progress reports summarizing weekly construction activities including locations and quantities of installed materials. Weekly construction reports should be ongoing and provided to the COMMISSION within two weeks of completion of the work outlined in the progress report.
- F.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- G.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- H.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its

advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

1. Right-of-way and option agreements;
2. Easements on public lands, if required;
3. Environmental assessments;
4. Section 401, Clean Water Act, Certification;
5. Section 404, Clean Water Act, Permit;
6. DEQ Permit to Construct;
7. Compliance with Governor’s Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
8. Final Plans and Specifications approval by State Engineer;
9. Incidental work required to prepare the PROJECT for construction; and
10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

I. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:

1. An attorney’s title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
2. The SPONSOR’s proposed advertisement for bids from SPONSOR’S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et. seq.*, and to determine the lowest responsible bid.

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

- K.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.
- L.** Disbursements from the COMMISSION authorized under the terms of this Agreement shall be for the purchase of PROJECT materials supported by vendor invoices as approved by the COMMISSION. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION from other sources.
- M.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- N.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- O.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- P.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- Q.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all

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

- R. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- S. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

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

the duties set out in this Agreement without the prior written consent of the other party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chair

Date

Secretary

Date

GOSHEN IRRIGATION DISTRICT

David Saul, President

Date

Randy Stebben, Vice-President

Date

Shawn Booth, Treasurer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

Goshen ID Tunnel Rehabilitation

2022

Pending

PROJECT AGREEMENT
HIGHLAND HANOVER ID SYSTEM IMPROVEMENTS 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the HIGHLAND HANOVER IRRIGATION DISTRICT, WASHAKIE COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: HIGHLAND HANOVER IRRIGATION DISTRICT, PO BOX 982 Worland, WY 82401.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Highland Hanover ID System Improvements (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of pumps, pumping facilities, 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.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.
4. **Special Provisions.**
 - A. A sum not to exceed FOUR MILLION SIX HUNDRED ELEVEN THOUSAND DOLLARS (\$4,611,000.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:
 1. A grant to the SPONSOR of not more than THREE MILLION EIGHTY-NINE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$3,089,370.00) or sixty-seven percent (67%) of the actual development costs, whichever is less.
 2. A loan to the SPONSOR of not more than ONE MILLION FIVE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED THIRTY

DOLLARS (\$1,521,630.00) 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. The SPONSOR shall deliver to the COMMISSION certified copies of any petitions to the court and orders of the District Court approving the assessment. In addition, the SPONSOR shall provide the COMMISSION copies of the SPONSOR's annual assessment roll for the PROJECT when it has been prepared, certified and delivered to the County Assessor in compliance with Wyoming law.
- C.** The SPONSOR shall execute a promissory note, secured by a security agreement that encumbers, pledges, and assigns to the COMMISSION revenues received or due under the assessment roll of the SPONSOR created as required by Wyoming statutes together with all the SPONSOR'S right, title, and interest the SPONSOR now has or may hereafter acquire in and to any of those revenues together with all proceeds of it, in an amount sufficient to meet the SPONSOR's obligations as outlined in Section 4 of this Agreement. Such promissory note, dated _____, and security agreement, dated _____, are attached to and incorporated into this Agreement by this reference. Pursuant to statute, the Attorney General's Office will review and approve the adequacy of security offered by the SPONSOR before any funds under this Agreement will be disbursed.
- D.** When the COMMISSION determines that PROJECT related benefits accrue to the SPONSOR, the term of the loan shall commence. The SPONSOR understands that the COMMISSION's determination of when benefits accrue may not coincide with the determination of substantial completion. As soon as possible thereafter the total amount of the loan shall be determined. The first loan payment will be due on December first immediately following the one year anniversary of the date benefits accrue. All subsequent payments will also be due on December first, except the final (thirtieth) payment, which will be due on the thirtieth anniversary of the date benefits accrue. Interest will be charged beginning with the date benefits accrue to the SPONSOR. Therefore, the first loan payment will include an interest accrual period which is greater than one (1) year which will make this first payment larger than any of the subsequent payments.
- E.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the 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.

- F.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 4. Comply with all applicable State statutes regarding contractor retainage accounts.
 5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- G.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT. If the SPONSOR elects to terminate the PROJECT, the COMMISSION shall determine the total amount of loan funds disbursed prior to termination and the term of the loan will commence.
- H.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- 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 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- J.** The SPONSOR shall not 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 all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving

disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- M.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds and thirty-three percent (33%) shall be from loan funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of eligible PROJECT costs and the final loan amount provided by the COMMISSION will not exceed thirty-three percent (33%) of eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- N.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- O.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- P.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- Q.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the security agreement contemplated by this Agreement, for as long as there remains any balance thereof unpaid. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- R.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering

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

- S. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If this Agreement is terminated, the principal amount of the loan is set, and the SPONSOR shall begin repayment on the first anniversary of the date of termination or continue as scheduled if repayment has already begun. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR, in addition to being required to repay the loan, shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- T. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

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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.

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- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; the Promissory Note dated _____, consisting of two (2) pages; and the Security Agreement, dated _____, consisting of four (4) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

HIGHLAND HANOVER IRRIGATION DISTRICT

Dan J. Madden, President

Date

William Haun, Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
LOVELL MONCUR LATERAL PHASE II 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the LOVELL IRRIGATION DISTRICT, BIG HORN COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: LOVELL IRRIGATION DISTRICT, 1148 Road 18, Lovell, WY 82431.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Lovell Moncur Lateral Phase II 2022 (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of pipelines, structures; and
- B. Appurtenances necessary to make the PROJECT function in the manner intended.

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

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date until all provisions and conditions set forth herein have been fully satisfied.
4. **Special Provisions.**
 - A. A grant not to exceed NINE HUNDRED NINETY-ONE THOUSAND DOLLARS (\$991,000.00) or one hundred percent (100%) of the materials cost for the purchase of PROJECT materials as supported by vendor invoices and approved by the COMMISSION, whichever is less, shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The SPONSOR is responsible for securing the balance of the PROJECT budget from other sources.
 - B. Prior to the release of any funds under this Agreement, the SPONSOR shall provide to the COMMISSION evidence of its ability to provide services, labor and equipment, or financing for its share of PROJECT development costs. The SPONSOR shall also provide a resolution demonstrating its intent to construct the PROJECT.

- C.** The SPONSOR is responsible for hiring a professional engineering consultant, registered in Wyoming to design the improvements, to compile materials bid documents, to monitor construction activities, to provide construction management services, and to maintain an inventory of materials. The SPONSOR is responsible for the design, permit procurement, PROJECT land procurement, construction engineering, and construction of the PROJECT.
- D.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to pay materials costs supported by vendor invoices. The SPONSOR shall be responsible to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above. Requests for prior approval of necessary and reasonable materials costs shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.
- E.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
- 1.** Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 - 2.** Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 - 3.** Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 - 4.** Comply with all applicable State statutes regarding contractor retainage accounts.
 - 5.** Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.

6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
 8. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
 9. During project construction, cause the SPONSOR'S ENGINEER to provide the COMMISSION with weekly construction progress reports summarizing weekly construction activities including locations and quantities of installed materials. Weekly construction reports should be ongoing and provided to the COMMISSION within two weeks of completion of the work outlined in the progress report.
- F.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.
- G.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

- H.** Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:
1. Right-of-way and option agreements;
 2. Easements on public lands, if required;
 3. Environmental assessments;
 4. Section 401, Clean Water Act, Certification;
 5. Section 404, Clean Water Act, Permit;
 6. DEQ Permit to Construct;
 7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- I.** The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:
1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
 2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et. seq.*, and to determine the lowest responsible bid.
- J.** The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

- K.** The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.
- L.** Disbursements from the COMMISSION authorized under the terms of this Agreement shall be for the purchase of PROJECT materials supported by vendor invoices as approved by the COMMISSION. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION from other sources.
- M.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- N.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- O.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- P.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- Q.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all

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

- R. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- S. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

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

the duties set out in this Agreement without the prior written consent of the other party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.

- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

LOVELL IRRIGATION DISTRICT

Brad Moody, President

Date

Stan Asay, Treasurer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

PROJECT AGREEMENT
OWL CREEK IRRIGATION DISTRICT SYSTEM IMPROVEMENTS 2022
MSC No. _____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the OWL CREEK IRRIGATION DISTRICT, HOT SPRINGS COUNTY, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: OWL CREEK IRRIGATION DISTRICT, PO BOX 509 Thermopolis, WY 82443.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Owl Creek Irrigation District System Improvements (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of pumping systems, structures, pipeline, 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.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein, including the SPONSOR'S repayment obligation, have been fully satisfied.
4. **Special Provisions.**
 - A. A sum not to exceed FIVE MILLION FORTY THOUSAND DOLLARS (\$5,040,000.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:
 1. A grant to the SPONSOR of not more than FOUR MILLION SIX HUNDRED NINETY THOUSAND DOLLARS (\$4,690,000.00) 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 THOUSAND DOLLARS (\$350,000.00) or five percent (5%) of the actual

development costs, whichever is less, for a term of thirty (30) years at an annual interest rate of four percent (4%). The SPONSOR is responsible for acquiring twenty-eight percent (28%) of the PROJECT funds from other sources.

- 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. The SPONSOR shall deliver to the COMMISSION certified copies of any petitions to the court and orders of the District Court approving the assessment. In addition, the SPONSOR shall provide the COMMISSION copies of the SPONSOR's annual assessment roll for the PROJECT when it has been prepared, certified and delivered to the County Assessor in compliance with Wyoming law.

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

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

- E.** Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion; to defray construction costs identified in the 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.

- F.** As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:
- 1.** Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.
 - 2.** Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.
 - 3.** Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.
 - 4.** Comply with all applicable State statutes regarding contractor retainage accounts.
 - 5.** Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
 - 6.** Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
 - 7.** Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect, and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.
 9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.
- G.** The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT. If the SPONSOR elects to terminate the PROJECT, the COMMISSION shall determine the total amount of loan funds disbursed prior to termination and the term of the loan will commence.
- H.** Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.
- 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 2019-3 Greater Sage Grouse Core Area Protection Strategy;
 8. Final Plans and Specifications approval by State Engineer;
 9. Incidental work required to prepare the PROJECT for construction; and
 10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.
- J.** The SPONSOR shall not 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 all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving

disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

- M.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds and thirty-three percent (33%) shall be from loan funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of eligible PROJECT costs and the final loan amount provided by the COMMISSION will not exceed five percent (5%) of eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.
- N.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.
- O.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.
- P.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.
- Q.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the security agreement contemplated by this Agreement, for as long as there remains any balance thereof unpaid. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.
- R.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering

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

- S. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If this Agreement is terminated, the principal amount of the loan is set, and the SPONSOR shall begin repayment on the first anniversary of the date of termination or continue as scheduled if repayment has already begun. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR, in addition to being required to repay the loan, shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.
- T. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts

of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.
- D. Audit and Access to Records.** The COMMISSION and its representatives shall have access to any books, documents, papers, electronic data, and records of the SPONSOR which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason, including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- G. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; the Promissory Note dated _____, consisting of two (2) pages; and the Security Agreement, dated _____, consisting of four (4) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves

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

- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Chairman

Date

Secretary

Date

OWL CREEK IRRIGATION DISTRICT

Matt Brown, Chairman

Date

Jerry Lake, Vice-Chairman

Date

Paul Ward, Secretary/Treasurer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope,
Senior Assistant Attorney General

Date

Construction Project Amendments

Laramie Valley
Diversion Structure
2020

Pending

Construction Contingency Funds (PLACEHOLDER ONLY)

this page will be deleted upon entries

Eden Valley
Irrigation &
Drainage
District
(2 Projects)
Pending

Shell Valley Watershed
Improvement District -
Leavitt Reservoir
Expansion Project
Pending

2022 Summer Tour/
Meeting
(No Attachments)