



**Central Wyoming Regional Water System
Joint Powers Board**

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063

**Board
Members:**

Paul Bertoglio,
Chairman

David North,
Vice-Chairman

Ken Waters,
Secretary

Tracy
Sutherland,
Treasurer

Matt Larson

Amber Pollock

Dan Sabrosky

Pat Sweeney

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday

December 16, 2025

11:30 a.m.

**Regional Water Treatment Plant
Joint Powers Board Conference Room
1500 SW Wyoming Boulevard**

1. Announcements
2. Approve Minutes – November 18, 2025, Regular Meeting *
3. Approve Bills & Claims – December 2025 *
4. Production Report *
5. Approve Financial Report – November 2025 *
6. Operations Update
7. Public Comment
8. Old Business
 - a) Investment Policy Update
 - b) Water Resource Master Plan Presentation
 - c) Well Field Level II Study Update
 - d) Other
9. New Business
 - a) FY2025 Audit Presentation
 - b) Consider Approval - DXP Contract – HSSW1 Pump Rebuild*
 - c) Consider Approval - HDR Contract – Raw Water Intake Project*
 - d) Consider Approval - Towlift Contract – Forklift procurement*
 - e) Consider Approval - DWSRF Loan Agreement – Disinfection Project*
 - f) Consider Approval - J. Brown Consultant Agreement*
 - g) Other
10. Chairman's Report

Next Meeting: Regular JPB Meeting – January 20, 2025

****Indicates Attachment***



**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD**

Meeting Minutes – November 18, 2025

Call to Order: 11:33 a.m., Joint Powers Board Conference Room, Regional Water Treatment Plant.

Roll Call: Board Members Present: Bertoglio (Chair/City), Waters (Secretary/Pioneer), Sutherland (Treasurer/SCJPB), Larson (City), North (Vice-Chair/County), Pollock (City), Sweeney (City), and Sabrosky (Bar Nunn)

Absent: N/A

Also Present: Andrew Beamer (City), Ethan Yonker (City), Jill Johnson (City), Logan Wood (City), Mark Anderson (City), Sophie Stalnaker (City), Brandy Coyle (City), and Alia Scott (WPDN)(Virtually)

1. Announcements

- a. None

2. Approved Minutes

- a. October 21st, Regular Meeting Minutes approved (Motion by North, seconded by Sutherland.)

3. Bills & Claims

Vendor Name	Amount
City of Casper	315,039.87
Column Software PBC	250.06
HDR Engineering, INC	41,473.40
Williams, Porter, Day, & Neville, P.C.	450.00
Total	357,213.33

- a. Approved (Motion by Pollock, Second by Waters)

4. Production Report

- a. August Production: 19.38 million below the five-year average, likely due to weather conditions, rainstorms in July, and the reduction in city watering.

5. Financial Report

- a. Reported by Jill Johnson
- b. Restricted cash line has been moved to investments.
- c. Income statement is lower than last year; however, it is doing better than FY24.
- d. Passed by Sabrosky, seconded by North.

6. Operations Updates

- a. **Plant (Wood):**
 - i. Preventive maintenance
 - ii. Replaced heat rejection pump #2
 - iii. Performed annual pump alignment
 - iv. Fixed broken valve on Ferric tank
 - v. Replaced sump pump #2 in South Chem
 - vi. Continued work on ozone generator #2

- vii. Rebuilt sand pump
- viii. Power outage on Thursday had the plant go down; however, everything has proven to be in working condition at the plant.

b. Transmission (Anderson):

- i. Performed the weekly security checks
- ii. Weekly tank sampling. CL2 are dropping.
- iii. Upgraded Pioneer booster lights to LEDs
- iv. The pilot valve is officially rebuilt on Mountain View tank's altitude valve. It is working well.
- v. Hydrant non-drainer checks for the cold months
- vi. Completed a 1" tap out on 7-mile line by the airport.
- vii. Wardwell pump 2 ARV started leaking a new one has been ordered.
- viii. Mt view pump 1 lost a seal. New seals and bearings have been ordered

7. Public Comment:

- a. None

8. Old Business

a. Investment Policy Updates:

- i. The board stated interest in looking into an investment advisor in the future to assist the board when it comes to its investments.
- ii. The next investment meeting next month will be going over the investment advisors' proposals from Hilltop Bank and Jonah Bank.

b. Other:

- i. Mr. Yonker presented the information requested by the board previously, that Janette Brown would be willing to provide a fee schedule in the event that staff or the board has questions for her.

9. New Business

a. Loan Payment – RE 9505216 \$158,387.13:

- i. The invoice missed Bills and Claims, thus creating a need for approval by the board, as the payment must be made by December 1st, 2025.
- ii. Passed by Sweeney, seconded by Sabrosky.

b. Loan Payment – RE 9505158 \$495,929.64:

- i. The invoice missed Bills and Claims, thus creating a need for approval by the board, as the payment must be made by December 1st, 2025.
- ii. Passed by Sutherland, seconded by Pollock.

c. Other

- i. None

10. Chairman's Report

- a. Next meeting December 16th, 2025

Adjournment: 12:04 p.m. (Motion made by North, seconded by Pollock)

Chairman

Secretary

CITY OF CASPER		
Nov. 2025 Regional Water Ops Reimbursement	\$221,080.20	
Total for CITY OF CASPER		\$221,080.20
COLUMN SOFTWARE PBC		
CWRWS Disinfection CATEX	\$221.67	
Total for COLUMN SOFTWARE PBC		\$221.67
ENERGY MANAGEMENT CORPORATION		
Recondition & Balance/Ball Bearing/Upper Bearing	\$7,916.45	
Total for ENERGY MANAGEMENT CORPORATION		\$7,916.45
HDR ENGINEERING, INC.		
WTP Disinfection System Upgrad	\$18,107.50	
CWRWS Water Resources Master P	\$13,011.25	
CWRWS Water Resources Master P	\$26,671.25	
CWRWS Water Resources Master P	\$23,555.00	
WTP Disinfection System Upgrad	\$17,828.75	
Total for HDR ENGINEERING, INC.		\$99,173.75
STATE OF WY. - OFFICE OF STATE LANDS & INVEST		
Loan #DW129	\$8,182.83	
Total for STATE OF WY. - OFFICE OF STATE LANDS & INVEST		\$8,182.83
WILLIAMS, PORTER, DAY & NEVILLE, P.C.		
Legal Expense	\$598.00	
Total for WILLIAMS, PORTER, DAY & NEVILLE, P.C		\$598.00
All Invoices Total		\$337,172.90

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

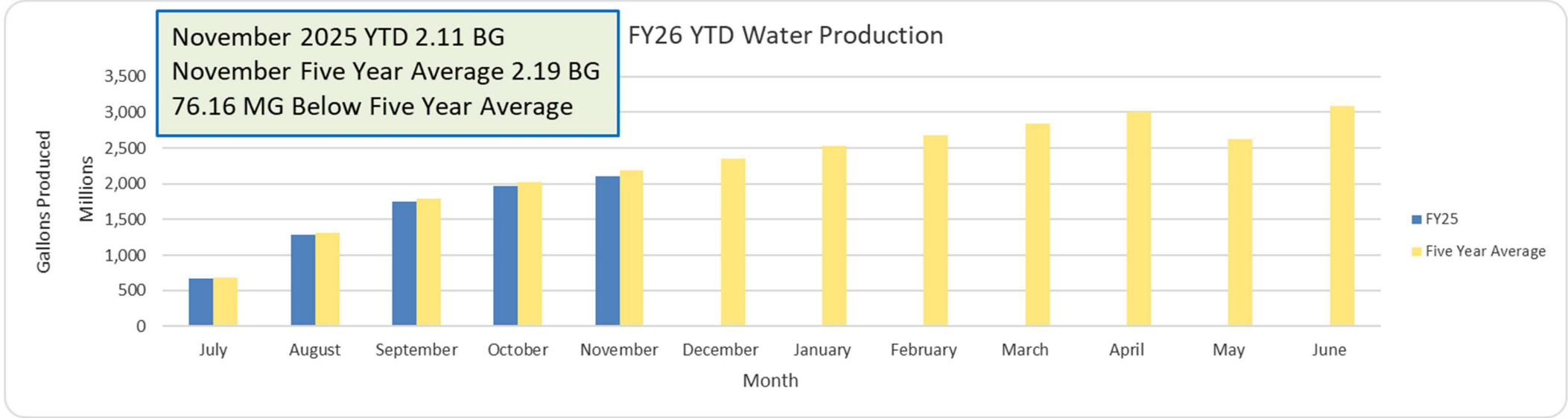
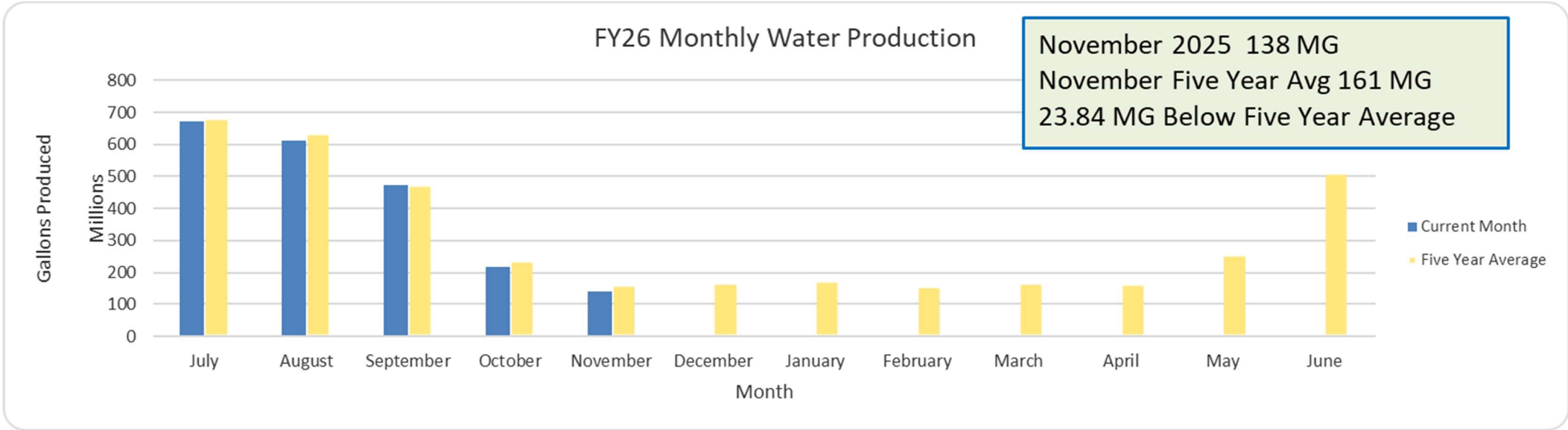
RWS Treasurer

Date

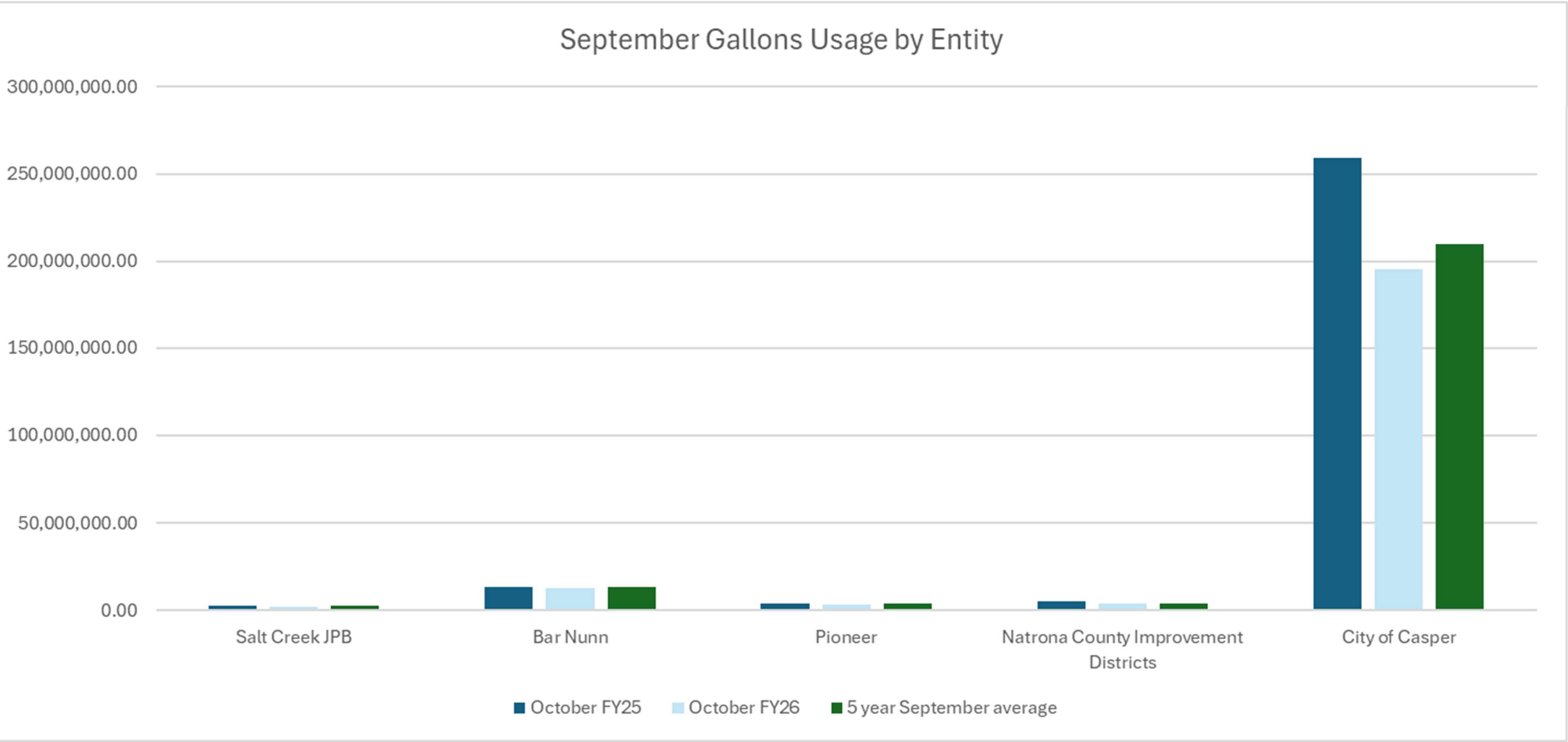
RWS Chairman

Date

Production and Billing Report
November 2025



September Gallons Usage by Entity

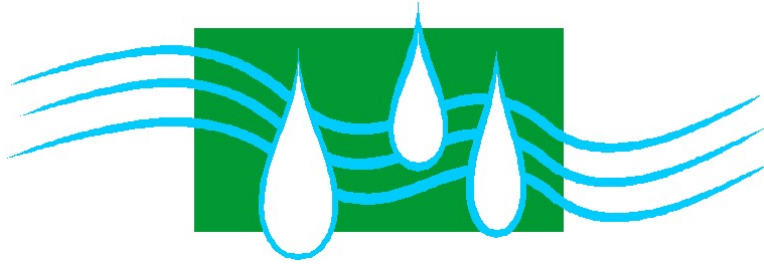


	Gallons of Water Produced						Water Rates Billed					
Entity	11/30/2025	10/31/2025	9/30/2025	8/31/2025	7/31/2025	Year-to-Date	11/30/2025	10/31/2025	9/30/2025	8/31/2025	7/31/2025	Year-to-Date
Salt Creek JPB	1,297,213.600	1,801,646.939	3,330,874.490	3,556,453.061	4,677,628.571	14,663,816.661	\$ 3,217.09	\$ 4,468.08	\$ 8,260.57	\$ 8,820.00	\$ 11,600.52	\$ 36,366.27
Bar Nunn	8,395,961.750	12,500,270.408	27,528,431.633	34,577,598.980	37,530,896.939	120,533,159.709	\$ 20,821.99	\$ 31,000.67	\$ 68,270.51	\$ 85,752.45	\$ 93,076.62	\$ 298,922.24
Pioneer	2,073,146.650	3,392,155.102	6,016,771.429	6,778,678.571	7,400,751.020	25,661,502.772	\$ 5,141.40	\$ 8,412.54	\$ 14,921.59	\$ 16,811.12	\$ 18,353.86	\$ 63,640.53
Poison Spider	1,246,696.050	1,516,632.653	2,449,234.694	2,493,061.224	2,969,897.959	10,675,522.581	\$ 3,091.81	\$ 3,761.25	\$ 6,074.10	\$ 6,182.79	\$ 7,365.35	\$ 26,475.30
33 Mile Road	903,947.550	1,084,897.959	1,492,142.857	1,552,551.020	1,889,795.918	6,923,335.305	\$ 2,241.79	\$ 2,690.55	\$ 3,700.51	\$ 3,850.33	\$ 4,686.69	\$ 17,169.87
Sandy Lake	486,868.050	707,963.265	1,198,138.776	1,583,862.245	2,116,900.000	6,093,732.336	\$ 1,207.43	\$ 1,755.75	\$ 2,971.38	\$ 3,927.98	\$ 5,249.91	\$ 15,112.46
Lakeview	312,878.450	333,996.939	656,749.592	963,133.673	1,054,713.265	3,321,471.919	\$ 775.94	\$ 828.31	\$ 1,628.74	\$ 2,388.57	\$ 2,615.69	\$ 8,237.25
Mile-Hi	91,124.300	164,323.878	541,979.592	603,427.551	845,475.510	2,246,330.831	\$ 225.99	\$ 407.52	\$ 1,344.11	\$ 1,496.50	\$ 2,096.78	\$ 5,570.90
City of Casper	122,842,163.600	195,614,791.857	427,691,690.939	556,426,835.673	612,153,940.816	1,914,729,422.886	\$ 304,648.57	\$ 485,124.68	\$ 1,060,675.39	\$ 1,379,938.55	\$ 1,518,141.77	\$ 4,748,528.97
Regional Water	-	(110,000)	(332,000)	(2,542,800)	(170,000)	(3,154,800)	\$ -	\$ (272.80)	\$ (823.36)	\$ (6,306.14)	\$ (421.60)	\$ (7,823.90)
TOTAL	137,650,000.000	217,006,679.000	470,574,014.000	605,992,802.000	670,470,000.000	2,101,693,495.000	\$341,372.00	\$538,176.56	\$1,167,023.55	\$1,502,862.15	\$1,662,765.60	\$5,212,199.87

TOTAL PRIOR YEAR (FY2025) GALLONS PRODUCED:	3,967,939,108.000
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TOTAL PRIOR YEAR (FY2026) BILLING:	\$ 9,563,420.97
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*Total water produced does not equate to total water billed due to credit given.



Central Wyoming Regional Water System
Joint Powers Board

Monthly Compilation
November 30, 2025

Prepared by:
City of Casper
Finance Department

CENTRAL WYOMING REGIONAL WATER SYSTEM

Balance Sheet Report for 2026 Period 5 (as of November 30, 2025)

Account Number	Description	Account Balance
Consolidated Funds		
Assets	Total Assets	58,448,616
1000	Cash	10,907,499
1015	Cash (Retainage Outside Bank)	-
1200	Accounts Receivable	982,038
1230	Grants Receivable	45,012
1400	Inventory	623,456
1505	WGIF Investments	553,678
1521	WYO Star Investment - Allocation	1,287,005
1522	WYO Star 2 Investment - Allocation	3,234,537
	Restricted Cash (Investments)	1,000,000
1600	Prepaid Expense	38,245
1710	Land	580,874
1720	Buildings	47,471,792
1725	Accumulated Depreciation - Bld	(39,717,808)
1730	Improvements Other Than Bldgs	45,324,608
1735	AD Improve. Non Bldg	(16,300,262)
1740	Machinery & Equip - Light	2,058,557
1745	AD Machinery & Equip. - Light	(1,337,091)
1780	Construction In Progress	1,696,477
Liabilities	Total Liabilities	(6,823,877)
2010	Vouchers/Account Payable	(221,080)
2020	Retainage Payable	-
2030	Accrued Wages Payable	(63,553)
2040	Leaves Payable	(191,418)
2070	Interest Payable	(66,152)
2080	Notes Payable - Current	(765,453)
2510	Notes/Loans Payable - Non Cur	(5,516,220)
Fund Balance	Total Fund Balance	(51,624,739)
3000	Net Investment in Capital Assets	(33,495,473)
	Restricted (WWDC Reserve Requirement)	(1,000,000)
3010	Unrestricted Net Position	(17,129,266)
Total Liabilities + Fund Balance		(58,448,616)

CENTRAL WYOMING REGIONAL WATER SYSTEM

Comparative Income Statement

Fifth Month as of November 30, 2025

	2024	2025	2026
Revenue	\$4,897,132	\$6,591,192	\$5,596,679
4202 - Federal Grants	\$0	\$469,373	\$8,559
4501 - Interest Earned	\$120,871	\$221,857	\$257,395
4505 - Misc. Revenue	\$840	\$9,265	\$0
4601 - Water Utility Charges	\$4,637,096	\$5,769,569	\$5,212,963
4650 - System Development Charges	\$138,325	\$121,127	\$117,762
Expense	\$3,136,431	\$3,326,670	\$2,737,635
6212 - Legal Services	\$4,928	\$2,508	\$2,842
6213 - Investment Services	\$733	\$208	\$25
6214 - Consulting Services	\$80	\$140	\$80
6215 - Acctg/Audit Services	\$20,158	\$20,000	\$20,000
6255 - Other Contractual	\$0	\$0	\$28,805
6257 - Reimbursable Contract Exp.	\$1,629,111	\$2,003,832	\$1,770,407
6305 - Improvements Other Than Bldgs	\$303,227	\$487,855	\$71,622
6311 - Light Equipment	\$12,158	\$0	\$62,475
6320 - Technology - Capital	\$0	\$4,865	\$0
6501 - Principal	\$906,612	\$531,648	\$660,849
6510 - Interest	\$139,768	\$139,034	\$1,651
6780 - Insurance/Bonds	\$119,656	\$136,581	\$118,879
Net Income:	\$1,760,702	\$3,264,522	\$2,859,044

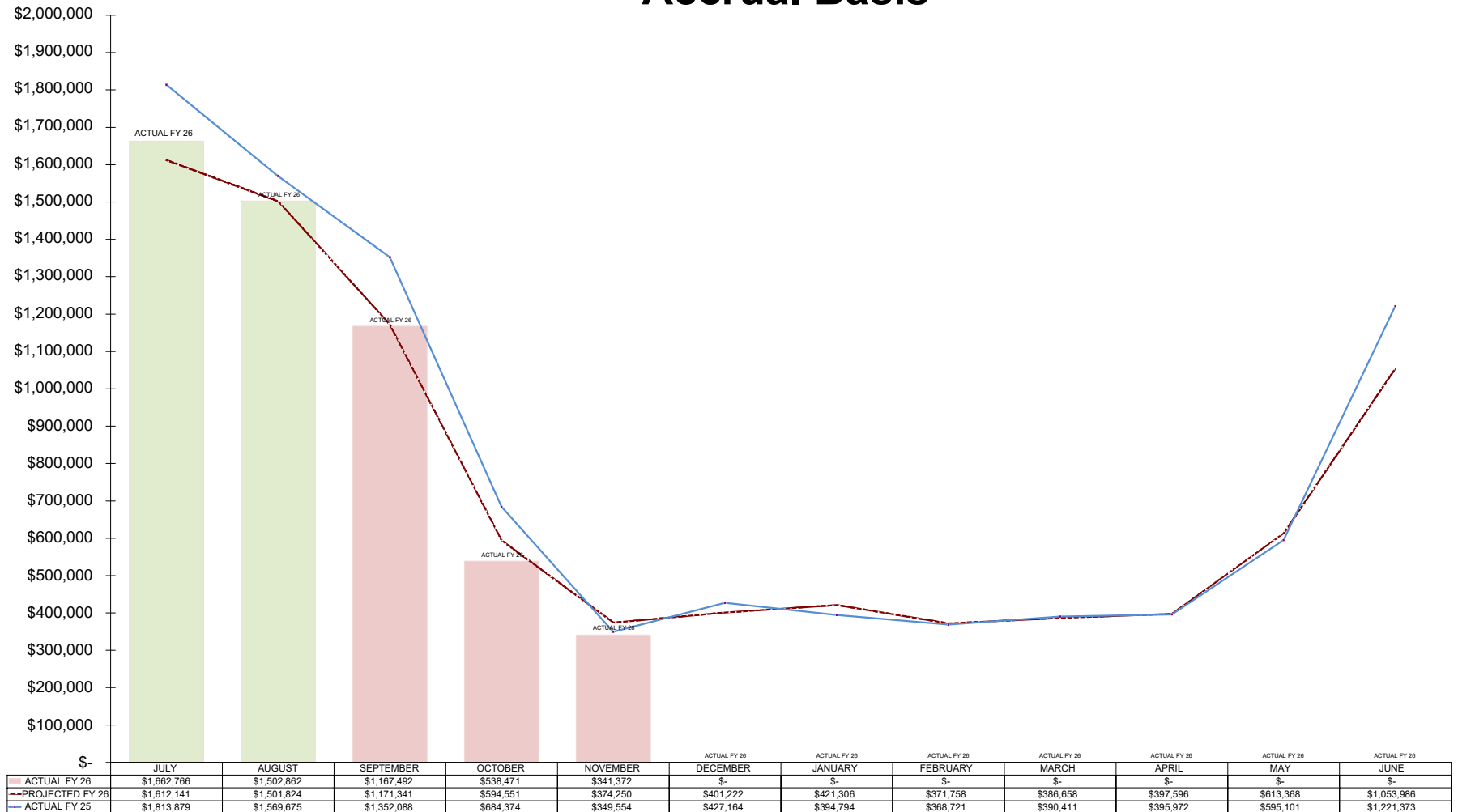
BUDGET COMPARISON
As of November 30, 2025
41.66% OF YEAR EXPIRED

CWRWS FUND
(FUND 300)

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL BUDGET</u>	<u>TRANSFERS/ ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>		<u>YET TO BE COLLECTED</u>	<u>% REC'D</u>
4202	Federal Grants	-	-	-	(8,559)	-	8,559	#DIV/0!
4501	Interest Earned	(450,000)	-	(450,000)	(257,395)	-	(192,605)	57.20%
4505	Misc. Revenue	(100)	-	(100)	-	-	(100)	0.00%
4601	Water Utility Charges	(8,900,000)	-	(8,900,000)	(5,212,963)	-	(3,687,037)	58.57%
4650	System Development Charges	(250,000)	-	(250,000)	(117,762)	-	(132,238)	47.10%
	TOTAL REVENUES	(9,600,100)	-	(9,600,100)	(5,596,679)	-	(4,003,421)	58.30%

		<u>ORIGINAL BUDGET</u>	<u>TRANSFERS/ ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBERED</u>	<u>AVAILABLE BUDGET</u>	<u>% USED</u>
6212	Legal Services	20,000	0	20,000	2,842	-	17,158	14.21%
6213	Investment Services	1,500	0	1,500	25	-	1,475	1.67%
6214	Consulting Services	105,000	0	105,000	80	-	104,920	0.08%
6215	Acctg/Audit Services	40,000	0	40,000	20,000	22,000	(2,000)	105.00%
6255	Other Contractual	65,000	0	65,000	28,805	114,833	(78,638)	220.98%
6257	Reimbursable Contract Exp.	5,130,269	-150,000	4,980,269	1,770,407	-	3,209,862	35.55%
6303	Buildings - New	400,000	0	400,000	-	-	400,000	0.00%
6304	Improvements to Buildings	2,250,000	2,633,000	4,883,000	-	-	4,883,000	0.00%
6305	Improvements Other Than Bldgs	1,100,000	2,451,313	3,551,313	71,622	1,898,126	1,581,565	55.47%
6307	Intangibles - New	39,600	225,000	264,600	-	-	264,600	100.00%
6311	Light Equipment - New	80,000	0	80,000	62,475	-	17,525	78.09%
6320	Technology - Capital	75,000	0	75,000	-	-	75,000	0.00%
6321	Technology - Replacement	250,000	0	250,000	-	-	250,000	0.00%
6501	Principal	807,329	0	807,329	660,849	-	146,480	81.86%
6510	Interest	159,914	0	159,914	1,651	-	158,263	1.03%
6720	Travel/Training	2,000	0	2,000	-	-	2,000	0.00%
6780	Insurance/Bonds	147,000	0	147,000	118,879	-	28,121	80.87%
	TOTAL EXPENDITURES	\$ 10,672,612	\$ 5,159,313	\$ 15,831,925	2,737,635	\$ 2,034,959	\$ 11,059,331	30.15%
	TOTAL REVENUE OVER/(UNDER) EXPENSE	<u>\$ (1,072,512)</u>	<u>\$ (5,159,313)</u>	<u>\$ (6,231,825)</u>	<u>2,859,044</u>	<u>\$ (2,034,959)</u>	<u>\$ (7,055,910)</u>	


Water Sales FY 2026 Versus Projection and Prior Year Accrual Basis



	ACTUAL FY 25	PROJECTED FY 26	ACTUAL FY 26
YTD TOTAL	\$ 5,769,569	\$ 5,254,107	\$ 5,212,963
YTD VARIANCE			\$ (41,144)
			% Difference In Dollars
CHANGE FROM FY25 PROJECTED TO FY26 ACTUAL-SAME MONTH			-8.79% -\$32,878
CHANGE FROM FY25 PROJECTED TO FY26 ACTUAL-YEAR TO DATE			-0.78% -\$41,144
CHANGE FROM FY25 ACTUAL TO FY26 ACTUAL-SAME MONTH			-2.34% -\$8,182
CHANGE FROM FY25 ACTUAL TO FY26 ACTUAL-YEAR TO DATE			-9.65% -\$556,606

October 02, 2025

MEMO TO: Paul Bertoglio, CWRWS JPB Chairman
Members, Central Wyoming Regional Water Systems Joint Powers Board

FROM: Andrew Beamer, Interim Public Services Director 
Ethan Yonker, Water Operations Officer
Logan Wood, WTP Manager

SUBJECT: That the JPB, by motion, authorize a Professional Services agreement with DXP Enterprises, Casper, Wyoming, in the Amount of \$32,125.00 for the Rebuild of High Service Surface Water Peerless Vertical Pump.

Meeting Type & Date

CWRWS JPB Meeting
December 16, 2025

Action Type

Approval

Recommendation

That the JPB, by motion, authorize a Professional Services agreement with DXP Enterprises, Casper, Wyoming, in the Amount of \$32,125.00 for the Rebuild of the High Service Surface Water Peerless Vertical Pump.

Summary

Existing the High Service Surface Water Peerless Vertical Pump is old and is in need of repair.

<u>Vendor</u>	<u>Amount</u>
DXP Enterprises	\$32,125.00
Sargent Drilling Co.	\$48,360.00
Source Equipment	\$0.00 – *

*Declined due to only being capable of building a completely new pump.

Financial Considerations

Funding for this purchase is included in the FY26 RWS Capital Budget, SWHS Pump Rebuild/Motor Replace.

Oversight/Project Responsibility

Mike Day, Plant Maintenance Supervisor

Attachments

SWHS Pump Rebuild Estimates

SWHS Pump Rebuild Estimates –
DXP Enterprises
Sargent Drilling Co.
Source Equipment

Page 1 of 1

RESOLUTION NO. 25-06

A RESOLUTION AUTHORIZING CONTRACT FOR
PROFESSIONAL SERVICES
FOR THE REBUILD OF THE HIGH SERVICE SURFACE
WATER PUMP #1.

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board (CWRWS) authorizes the contract professional services agreement with DXP Enterprises.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL WYOMING REGIONAL WATER SYSTEM JPB OF CASPER, WYOMING: That the Chairman is hereby authorized and directed to execute, and the Secretary to attest, a Contract for Professional Services Agreement between DXP Enterprises and the Central Wyoming Regional Water System Joint Powers Board.

BE IT FURTHER RESOLVED: That the CWRWS is hereby authorized to make verified payment in terms of the Contract, in an amount not to exceed Thirty-Two Thousand One Hundred Twenty-Five. (\$32,125.00)

PASSED, APPROVED, AND ADOPTED on this 16th day of December 2025.

APPROVED AS TO FORM:



Jase Madsen,
Attorney for CWRWS

ATTEST

CENTRAL WYOMING REGIONAL
WATER SYSTEM JOINT POWERS
BOARD

Ken Waters
Secretary, CWRWS

Paul Bertoglio.
Chairman, CWRWS

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of _____, 2025 by and between the following parties:

1. The Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, Wyoming 82604 ("Owner").

2. DXP, 1320 Overlook Dr., Casper, Wyoming 82601. ("Contractor")

Throughout this document, the Owner and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The Owner is undertaking a project to rebuild the High Service Surface Water Peerless Vertical Pump at the Central Wyoming Regional Water System Water Treatment Plant located at 1500 South West Wyoming Boulevard in Casper, Wyoming 82604.

B. The project requires professional services for the rebuild of the High Service Surface Water Pump #1.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the Owner as required by this Contract.

D. The Owner desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: High Service Water Peerless Vertical Pump rebuild services outlined in Exhibit A, proposal from DXP dated 09/04/2025.

2. TIME OF PERFORMANCE:

The services of the Contractor are to commence upon written notice to proceed from the Owner. The services of the Contractor shall be undertaken and completed on or before the 15th day of April 2026.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Thirty-Two Thousand One Hundred Twenty-Five Dollars. (\$32,125.00)

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice utilizing a schedule of values prepared by the Contractor and approved by water treatment plant staff for services rendered in conformance with the Contract and following approval by the CWRWS. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the Owner for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the Owner's general credit policy, those amounts may be deducted from the payment being made by the Owner to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner's and the Contractor's authorized representatives.

The Owner and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

(High Service Peerless Vertical Pump- DXP)

APPROVED AS TO FORM:



Jase C. Madsen
Attorney for CWRWS

ATTEST


CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD

Ken Waters
Secretary

Paul Bertoglio
Chairman, CWRWS

WITNESS

CONTRACTOR
DXP
1320 Overlook Dr., Casper, Wyoming 82601

By: 

By: 

Printed Name: Cullen Serres


Printed Name: Rex Thronburg

Title: Applications Engineer

Title: Sales

Signature Page for the Contractor


WITNESS

By: 
Printed Name: Cullen Serres
Title: Applications Engineer

CONTRACTOR

DXP

1320 Overlook Dr., Casper, Wyoming 82601

By: 
Printed Name: Rex Thronburg
Title: Sales

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The Owner may terminate this Contract anytime by providing thirty (30) days written notice to the Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the Owner, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner, by virtue of termination of the Contract by the Contractor, or any breach of the Contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Owner and the Contractor, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due to the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner within five (5) business days of any assignment or transfer.

4. AUDIT:

The Owner and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the Owner provided that, in any case, the Contractor may, at no additional expense to the Owner, make and retain such additional copies thereof as the Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the Owner.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the Owner. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Contractor shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the Owner. Any approved subcontractor shall be paid by the Contractor.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the Owner shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the Owner, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Owner. Such notice to the Owner shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Contractor hereby grants to the Owner a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Owner by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

The Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the Owner. Unless otherwise approved by the Owner in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Owner, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Owner may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Owner.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Contractor shall furnish the Owner with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Owner before work begins. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

The Owner reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Contractor agrees to indemnify the Owner, the Owner's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

13. LIMITATION OF LIABILITY:

In no event shall the Owner, the Owner's employees, elected officials, appointed officials, or agents be liable under this Contract to the Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Contractor shall perform all of the services for the compensation set forth in this Contract. The Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. The Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract 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 parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. 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, pandemics, 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.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they

sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

November 20, 2025

MEMO TO: Paul C. Bertoglio, Vice-Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, Interim Public Services Director
Ethan Yonker, P.E., Water Operations Manager
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with HDR, Inc., in the Amount of \$201,736.00
for the Raw Water Building Intake Improvements, Project No. 25-020.

Meeting Type & Date

Regular Board Meeting
December 16, 2025

Action type

Contract Award Authorization

Recommendation

That the Central Wyoming Regional Water System (CWRWS) Joint Powers Board authorize an agreement with HDR, Inc., for design and construction administration of the Raw Water Building Intake Improvements, Project No. 25-020, in the amount of \$201,736.00.

Summary

The Central Wyoming Regional Water System serves over 60,000 customers through its groundwater and surface water sources at the Water Treatment Facility. The treatment of surface water begins at the Raw Water Building, and the primary equipment for the intake of water includes four sluice gates with actuators, two traveling screens (vital for keeping debris out of the pumps), a screen wash water pump, bar screens with air scour capability, and piping and valves for isolating each individual basin. This equipment is approaching 30 years old. The typical life expectancy is only 20 years.

The plans for this project include complete replacement of the intake equipment. HDR, Inc., has extensive experience at the Water Treatment Facility and was the only prospective consultant to submit a proposal to provide complete design and construction administration. The scope of the contract includes project management, design, specifications, permitting, bidding support, and construction administration. Design is expected to be complete by August 2026, and construction is expected to be complete by May 2027.

City of Casper Engineering and Water Treatment Plant staff have reviewed the HDR proposal and recommend approval.

Funding Considerations

Funding for the project will be from CWRWS Funds for Raw Water Building Improvements.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Agreement

Consultant Proposal

RESOLUTION NO. 25-07

A RESOLUTION AUTHORIZING CONTRACT FOR
PROFESSIONAL SERVICES
FOR THE RAW WATER BUILDING INTAKE
IMPROVEMENTS.

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board (CWRWS) authorizes the contract professional services agreement with HDR, Inc.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL WYOMING REGIONAL WATER SYSTEM JPB OF CASPER, WYOMING: That the Chairman is hereby authorized and directed to execute, and the Secretary to attest, a Contract for Professional Services Agreement between HDR Incorporated and the Central Wyoming Regional Water System Joint Powers Board.

BE IT FURTHER RESOLVED: That the CWRWS is hereby authorized to make verified payment in terms of the Contract, in an amount not to exceed Two Hundred One Thousand Seven Hundred and Thirty-Six dollars (\$201,736.00)

PASSED, APPROVED, AND ADOPTED on this 16th day of December 2025.

APPROVED AS TO FORM:



Jase Madsen,
Attorney for CWRWS

ATTEST

CENTRAL WYOMING REGIONAL
WATER SYSTEM JOINT POWERS
BOARD

Ken Waters
Secretary, CWRWS

Paul Bertoglio.
Chairman, CWRWS

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 16th day of December 2025, by and between the following parties:

1. The Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, Wyoming 82604 (“Owner”).

2. HDR, Inc., 601 Metz Drive, Gillette, Wyoming 82718-7710 (“Consultant”).

Throughout this document, the Owner and the Consultant may be collectively referred to as the “Parties.”

RECITALS

A. The Owner is undertaking a project to upgrade the raw water intake system at the Central Wyoming Regional Water Treatment Plant Raw Water Building, hereinafter referred to as the “Project.”

B. The Project requires professional services for design and construction administration services.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract.

D. The Owner desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the Parties agree as follows:

1. SCOPE OF SERVICES:

With respect to the Project, the Consultant shall perform the services as outlined and directed by the following Exhibits: See Attached “Exhibit A” (Scope of Services) and “Exhibit B” (Hours and Fee Spreadsheet).

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence upon written notice to proceed from the Owner. The Project design shall be undertaken and completed on or before the 28th day of May, 2027.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of Two Hundred One Thousand Seven Hundred Thirty-Six Dollars and 00/100 Cents (\$201,736.00).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the CWRWS. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the Owner for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the Owner's general credit policy, those amounts may be deducted from the payment being made by the Owner to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and fully incorporates all provisions attached hereto as PART II --GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner's and the Consultant's authorized representatives.

The Owner and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

(Raw Water Building Intake Improvements - HDR)

APPROVED AS TO FORM:



Jase Madsen,
Attorney for CWRWS

ATTEST

CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD

Kenneth L. Waters
Secretary

Paul C. Bertoglio
Chairman, CWRWS

WITNESS

CONSULTANT
HDR, Inc.
601 Metz Drive
Gillette, Wyoming 82718-7710

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The Owner may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner within five (5) business days of any assignment or transfer.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared by or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the Owner. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any sub-Consultant to perform any services in the scope of this project, unless the sub-Consultant is approved in writing by the Owner. Any approved sub-Consultant shall be paid by the Consultant.

The labor to be performed by the Contractor under this agreement may require the Contractor to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Contractor to determine whether the identified Act is applicable to the Contractor while performing the services/labor detailed herein. If the Contractor determines that the identified Act is applicable, the Contractor then becomes legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described.

All questions relating to compliance of the Contractor under the Act should be addressed by the Contractor to:

State of Wyoming Department of Workforce Services
Casper Workforce Center
851 Werner Court, Suite 120
Casper, WY 82601
Phone #: 307 – 234 – 4591
Fax #: 307 – 266 – 1238
www.Wyomingworkforce.org

Through execution of this contract, the Contractor certifies that if the identified Act is applicable to this project, Contractor has met, and will continue to meet all obligations incumbent upon it as set forth under the identified Act throughout the term of the project identified herein.

11. INSURANCE AND INDEMNIFICATION:

A. ***Prior to*** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work

hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Owner. Such notice to the Owner shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Owner. Unless otherwise approved by the Owner in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Owner, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Owner may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Owner.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Owner is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

Owner reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the Owner, the Owner's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the Parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the

specific intent of the Parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The Parties to this Contract 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 Parties to this Contract intend and expressly agree that only Parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

Scope of Services

Central Wyoming Regional Water System Raw Water Building Intake Improvements

Project Description/Key Understandings

The Central Wyoming Regional Water System (CWRWS) Joint Powers Board (JPB) owns the water treatment plant and water production facilities. The City of Casper, under an operations contract, manages, maintains, and operates the water treatment plant and water production facilities.

The CWRWS operates its Surface Water Treatment Facility (SWTF) from spring to fall, primarily during high-demand periods associated with irrigation. It is an essential system because the Ground Water Treatment Facility (GWTF) is not able to meet the high demands of the summer months. The intake of surface water into the SWTF begins at the Raw Water Building, where screens and gates keep out unwanted debris, and pumps begin delivering water from the North Platte River to the Casper Water Treatment Facility (CWTF). The Raw Water Building was upgraded during the 1996 construction project, and most of the equipment has not been replaced or upgraded since that time. Currently, there are pieces of intake equipment that are broken down and completely inoperable.

HDR Engineering Inc. (HDR) completed a Condition Assessment and Preliminary Facility Plan in 2016-2017. From this study, HDR concluded that the sluice gates (no later than 2027) and traveling screens (no later than 2035) should be replaced. They also recommended installing an additional screen wash pump for redundancy. To provide an efficient project that addresses current difficulties in operating the Raw Water Building intake system, all the primary equipment needs to be replaced, including the sluice gates, sluice gate actuators, bar screens, traveling screens, recirculation butterfly valves, and the air scour system that cleans the bar screens. This equipment is essential for operating during the high-demand summer season to verify that the regional water system's demand from customers can be met.

The key understandings and assumptions related to the design, bidding, and construction phase services for the CWRWS Raw Water Building Intake Improvements Project are described in the following sections.

Schedule for Scope of Work

Phase/Task*	Dates
Selection of Consultant by CWRWS JPB	12/16/25
Kickoff Workshop	Week of January 5
10% Design Progress Meeting	Week of January 19
50% Design Progress Meeting	Week of February 2
90% Design Progress Meeting	Week of February 16
Submit Application for Permit to Construct WY DEQ	3/1/26 – 4/30/26
Anticipated WY DEQ Review Period	3/31/26
Completion of Services through Bidding	5/1/26 – 11/30/26
Surface Water Treatment Plant Operation	5/1/26 – 11/30/26
Shop Drawing Review, Equipment Procurement	5/1/26 – 11/30/26
Construction Begins	12/1/26
Construction Final Completion	4/30/27

**Schedule is subject to change based on Notice to Proceed date and Owner and Agency review times. Owner and HDR will work together on the potential to procure equipment early to meet the construction window.*

Scope of Work

Task 100 – Project Management

This task includes the development of a project management plan, a quality management plan, coordination of staff, preparation of correspondence, invoicing, schedule development and updates, and periodic meetings with Owner staff through design, bidding, and construction.

Design coordination meetings anticipated between the City's and HDR's project team include:

- Project kickoff meeting
- Monthly Coordination calls
- Milestone progress meetings (10%, 50%, and 90%)

Assumptions

- Progress meetings:
 - Kickoff meeting - in-person
 - Monthly coordination calls - virtual
- Initial kickoff meeting
 - Site visit
 - Condition assessment discussion
 - Operations workshop
- HDR will meet with representatives from the City of Casper and CWTF monthly during the course of preparing drawings and specifications to discuss the status of the project.

- HDR will attend interim meetings virtually as needed with City staff relating to the performance of this contract. The purpose of the meetings will be to discuss elements of design alternatives, project criteria, project status, and design options.
- HDR will prepare and distribute minutes of progress meetings.

Task 200: Design Phase Services

The Design Phase Services Scope of Services for the Raw Water Building Intake Equipment Replacements and Cleaning Project includes the following:

- HDR will provide an assessment and design for replacement of the raw water intake components along the west edge of the Raw Water Building at the Casper Water Treatment Facility (CWTF) in accordance with Wyoming Department of Environmental Quality (WDEQ) Rules and Regulations and in accordance with applicable State and Federal regulations.

Technical Memorandum (TM)

HDR will prepare a Technical Memorandum (TM). The TM will consider hydraulics, electrical power, controls, and SCADA aspects that will be involved with the equipment replacements.

This will include:

- Thoroughly defining and analyzing
 - sluice gates (4)
 - sluice gate actuators (4)
 - bar screens (4)
 - air scour system and pump for the bar screens
 - traveling screens and water spray systems (2)
 - recirculation 24-inch butterfly valves and actuators (2)
 - raw water pumps (6)
- Cleaning of system components that have not been replaced as part of the project

HDR will evaluate whether two (2) air pumps should be installed (rather than one) for the cleaning of the bar screens.

Engineers' Opinion of Probably Construction costs will be prepared for recommended improvements as part of the TM, and with input from CWRWS staff. The recommended improvements will be prioritized as immediate, short-term, and long-term. The estimated construction costs and prioritization will be used to develop a design project that fits within the City's \$2 million budget.

Drawings and Specifications (Project Manual)

HDR will prepare detailed plans and specifications for the Project improvements.

- The air scour system and compartments associated with the bar screens and sluice gates will be thoroughly cleaned by the Contractor.
- HDR will provide direction and specifications for this portion of the work.

The following components will be replaced as part of the project unless compelling analysis and budget constraints prove otherwise during the assessment and design process:

- Sluice Gates (4)
- Sluice Gate Actuators (4)

- Bar Screens (4)
- Air Scour System for Bar Screens, including pump(s)
- Traveling Screens (2)
- Recirculation Valves (24" Diameter Butterfly) and Actuators (2)
- Surface

The Water Treatment Plant Schedule and Operational Considerations

The CWTF staff operates the Surface Water Treatment Plant and the associated raw water intake equipment from Spring to Fall each year. This operating season is primarily associated with irrigation and runs from approximately May 1 through November 30, depending on seasonal weather. HDR will account for this seasonal operation and draft the specifications to accommodate construction during the December-April months when the raw water intake is not needed.

Computer-Aided Drafting Format

HDR will prepare final drawings on a computer-aided drafting format. The digital format will be in AutoCAD and PDF and be compatible with the CWRWSJPB and City of Casper codes.

Location, Survey, and Construction Drawings

- HDR or CEPI team members will conduct field measurements to collect and/or verify dimensions of equipment and building features. City of Casper or CWTF staff will provide access to record drawings of the facility.
- HDR will incorporate into the construction drawings a Legend Sheet with symbols and legends. These symbols, legends, and layer identification elements shall be incorporated into the drawings.

Deliverables

- Project Manual
 - Technical specifications.
 - Bid Schedule to accompany the City PSD's Bid Form.
 - Edited "front-end" documents of the Project Manual supplied by the City Engineering Office to adhere to the WWDC funding requirements. Documents supplied will consist of Advertisement for Bids, Instructions to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. HDR will review these documents, insert modifications where necessary, and return them for final review. After review by the City, HDR will incorporate them into the Project Manual.
 - HDR's engineer of record will affix his professional engineer's stamp, date, and signature to the front cover of the project manual, in accordance with Wyoming State Registration Statutes.

Assumptions

- HDR will provide the City of Casper Engineering Division three (3) copies of the "draft" construction drawings and project manuals for review.
- All final drawings, details, lettering, symbols, etc., will be drawn in black ink.
- Final drawings will be placed on 11x17-inch paper sheets, plotted in black and white.
- City staff will provide, in digital format, record drawings of the facility.

- CWRWS JPB and City of Casper staff will provide a timely review of all documents submitted by the Consultant.
- HDR will prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement (100%).
- HDR will hold progress review meetings at the 10%, 50%, and 90% levels of completion of the drawings. Specifications will not be provided at the 10% milestone. A specification Table of Contents list will be provided at 50%, and a draft complete project manual specifications will be provided at 90% for review.
- Progress review meetings will be attended by City of Casper and CWTF staff. Each meeting will be scheduled by HDR with input from the City of Casper and CWTF staff.
- HDR will prepare and provide the City of Casper Engineering Division's final plans and specifications in a complete project manual form, incorporating changes requested by the City and CWTF staff, prior to public advertisement for bids. City staff will submit the advertisement after final approval of the project manual.
- HDR will submit three (3) sets of final plans and project manuals and an "Application for Permit to Construct" to the State of Wyoming Department of Environmental Quality (WDEQ) at least sixty (60) days prior to the advertisement for bids, and after City review of the "draft" construction drawings and specifications. HDR will take the necessary measures to obtain the Permit to Construct, including preparation of the necessary project design report(s) for WDEQ consideration for approval, and all requests from WDEQ for supplemental information, if any, after the initial submittal.

Task 300: Bidding Phase Services

The Bidding Phase Services Scope of Services for the Raw Water Building Intake Equipment Replacements and Cleaning Project includes the following:

- HDR will prepare the Advertisement for Bids in conformance with the City of Casper's standards and furnish it to the City of Casper Engineering staff for publication.
- HDR will work in coordination with the City of Casper Engineering staff to manage electronic distribution of the project manuals (including drawings) and addenda using Quest CDN.
- HDR will arrange for and conduct a pre-bid conference approximately ten (10) days prior to the bid opening. HDR will take minutes of the meeting and distribute them to all parties listed on the plan-holders list. HDR will schedule this meeting with input from the City of Casper and CWTF staff.
- One HDR staff member will attend in person.
- HDR will prepare and coordinate with the City of Casper Engineering staff to distribute addenda, if necessary. The addenda will be distributed electronically.
- HDR will assist the CWRWS JPB and City of Casper Engineering staff in opening, tabulating, and evaluating bids.
- One HDR staff member will attend in person.
- HDR will provide a written opinion to the CWRWS JPB, City of Casper, and WWDC stating their recommendations for awarding the bid.

Task 400: Alternative Design Services Scope of Work (Raw Water Pump Replacement)

Depending on funding availability and other factors, the City of Casper and CWTF may include the evaluation, design, and construction of the replacement of the raw water pumps and actuators within the

Raw Water Building. Areas to be evaluated include age of installation, technical capabilities, degree of degradation, loss of function, and discharge pipe arrangement. The CWTF staff reports that two (2) to four (4) of these pumps may need replacement.

Assumptions

- Raw Water Pump Replacement alternative scope of service additions will be performed at the same time as the Task 200, 300, and 500 services outlined in the RFP.
- Design and Construction durations would remain unchanged from the baseline project.
- Decision on additions to raw water pump replacement services will be made prior to kickoff of the baseline project.
- Pump replacement additions will be made to the Technical Memo, Project Drawings, and Project Manual.

Task 500: Construction Phase Services

The Construction Phase Services Scope of Services for the Raw Water Building Intake Equipment Replacement and Cleaning Project includes the following:

- Administrative and engineering support during implementation of HDR-designed plans and specifications. Construction administration will be administered by HDR, and field services will be provided by CEPI.

Construction Phase Services Provided by HDR

- Attend and facilitate pre-construction conference and monthly progress calls for all parties involved in the project. Coordinate with the Owner's Contractor on facilitation, format, and agenda items of the pre-construction meeting and progress meetings.
- Provide design clarifications and revisions as required for a final construction product that meets the intent of the design.
- Review shop drawings for compliance, respond to Contractor requests for clarifications and interpretations, and prepare change proposal requests for Owner-directed changes.
- Verify the accuracy of pay applications submitted based on actual work completed.
- Prepare and submit field orders and change orders.
- Coordinate and monitor equipment checkout and start-up training sessions to be performed by the Contractor and City's SCADA Integrator as required by the contract documents.
- Review O&M Manual to be provided by Contractor.
- Attendance of Contractor led Start-Up and Training Sessions.
- Monitor project status and schedule for the overall project.
- Prepare and submit overall record/as-built drawings.
- Initiate project close-out procedures, including submission of Contractor and Owner correspondence, inspection and test reports, approved shop drawings, project photos, and other requested documentation.
- Provide recommendations for project acceptance and close-out.

Services Provided by CEPI

- On-site Observation will be provided by CEPI on an hourly basis with 300 estimated hours (assumed 2 hours per day for 30 weeks) to complete this task.
- Communicate with City staff as needed and provide project updates.

- Report to Contractor whenever HDR or Owner believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents.
- Inspect materials/equipment for damage and notify Contractor if items do not meet the requirements of any inspection, test, or approval.
- Advise Contractor of work that should be corrected or rejected, uncovered for observation, or requires special testing, inspection, or approval.
- Coordinate testing services with Contractor and review results for compliance with contract requirements.
- Conduct substantial completion review and punch-list inspection/coordination.
- Perform warranty walkthrough and complete associated documentation.

Deliverables

- Pre-construction meeting minutes and attendance roster
- Progress meeting minutes
- Contract modification documents
- As-recorded plans
- Project close-out reports and documentation
- Engineering Consulting Services for Project Startup, O&M, and Training
- Field logs, including daily reports
- Testing services – If needed
- Certificate of Substantial Completion
- Deficiency punch lists
- Scheduled date of warranty walkthrough

Total Cost Summary	
Total Labor Hours	589
Total Labor Cost	\$112,020
Total Expenses Cost	\$3,750
Total Not to Exceed Fee	\$115,770


Exhibit B - Hours and Fee Spreadsheet

CWR Central Wyoming Regional Water System | Raw Water Building Intake Improvements - Construction Phase

Labor Hours by Category																	Totals																
Labor Category	Managing Principal	Project Manager 7	Project Manager 3	Engineer 10	Engineer 8	Engineer 5	Engineer 1	System Integrator 4	Cadd/GIS Technician 4	BES Engineer 6	Project Accountant	Project Assistant	CEPI - Resident Project Representative	Travel/Equipment	Subconsultants	Printing	Total Expenses Cost	Total Labor Hours	Total Labor Cost	Total Cost with Expenses													
Billing Rate	\$290	\$290	\$240	\$260	\$225	\$180	\$125	\$230	\$150	\$195	\$120	\$115	\$108																				
Tasks 100: Project Management (Construction Contract Award through Construction Completion)																																	
Project Management and Administration(June-26 to May-27)	1	6									12							19	\$3,470	\$3,470													
Task 100 Subtotal	1	6	0	0	0	0	0	0	0	0	12	0	0	\$0		\$0	\$0	19	\$3,470	\$3,470													
Task 500: Construction Phase Services																																	
Construction Administration															\$5,058		\$5,058			\$5,058													
Pre-construction Conference & Monthly Progress Meetings/Calls (assume 13 mtgs)		7		16		6							13	\$1,000			\$1,000	29	\$7,270	\$8,270													
Construction Engineering: Submittals, Pay Req., CO's, FO's		2		10	16	15	45	16	4	8		8	8					124	\$21,865	\$21,865													
Assumptions - Submittals - 50, Pay Applications -12 hrs., COs-8 hrs., FOs-8 hrs., RFIs -8																																	
Equipment and Project Systems Startup				8									16					8	\$2,080	\$2,080													
Construction Contract Close-out		1		4	1	2		1				1	2					10	\$2,260	\$2,260													
O&M Manuals		1		2	2	8	8	2				4	4			\$250	\$250	27	\$4,620	\$4,870													
As Recorded Drawings		1		2	2	4		2	20			1	4			\$250	\$250	32	\$5,555	\$5,805													
Construction Observation															\$32,288		\$32,288			\$32,288													
RPR Construction Observation (On-Site)													300																				
Assumptions - 30 weeks at 10 hours/week																																	
Tasks 500 Subtotal	0	12	0	42	21	35	53	21	24	8	0	14		\$1,000	\$37,346	\$500	\$38,846	230	\$43,650	\$82,496													
Project Total Hours														1	18	0	42	21	35	53	21	24	8	12	14								
Project Total Costs														\$290	\$5,220	\$0	\$10,920	\$4,725	\$6,300	\$6,625	\$4,830	\$3,600	\$1,560	\$1,440	\$1,610		\$1,000	\$37,346	\$500	\$38,846	249	\$47,120	\$85,966
Labor																	Totals																
																	Total Cost Summary																
																	Total Labor Hours				249												
																	Total Labor Cost				\$47,120												
																	Total Expenses Cost				\$1,500												
																	Total Sub Cost				\$37,346												
																	Total Not to Exceed Fee				\$85,966												

October 20, 2025

MEMO TO: Paul Bertoglio, CWRWS JPB Chairman
Members, Central Regional Water Systems Joint Powers Board

FROM: Andrew Beamer, Interim Public Director Supervisor 
Ethan Yonker, Water Operations Officer
Logan Wood, Water Treatment Plant Manager

SUBJECT: That the JPB, by motion, execute a Procurement of Goods Agreement with Towlift in Denver, Colorado, to replace the forklift at the Water Treatment Plant.

Action Type

CWRWS JPB Meeting
December 16, 2025

Recommendation

That the JPB, by motion, execute a Procurement of Goods Agreement with Towlift in Denver, Colorado, to replace the forklift at the Water Treatment Plant in the amount of Seventy-Two Thousand Six Hundred Forty-Five Dollars and Twenty-Five Cents. (\$72,645.25).

Summary

The current forklift is worn and requires replacement to maintain efficient operational capability.

Quotes for the services are listed below:

<u>Vendor</u>	<u>Amount</u>
Towlift	\$72,645.25
United Rentals	\$74,070.65
Arnold Machinery Company	\$74,160.00

Forklift is anticipated to be received by June 16, 2026. Once the forklift is received and operating, WTP Staff will work with a local auction service to sell the current forklift, with proceeds returning to the Agency fund. It is the Water Treatment Plant staff's top priority to keep our water system in good operating condition. Activities such as replacing the forklift are consistent with continuing safe operations and ensuring stewardship of the Water Treatment Plant. Staff recommends moving forward with the replacement of the forklift.

Financial Considerations

Expenses for this Procurement are budgeted in the FY26 Water Treatment Plant Capital Budget, Forklift Replacement.

Oversight/Project Responsibility

Michael Day, Maintenance Supervisor

Attachments

Quote from Towlift, Arnold Machinery Company, and United Rentals.

RESOLUTION NO. 25-05

A RESOLUTION AUTHORIZING THE
PROCUREMENT OF GOODS WITH TOWLIFT FOR
THE PURCHASE OF A FORKLIFT.

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board (CWRWS) authorizes the contract procurement agreement with Towlift.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL WYOMING REGIONAL WATER SYSTEM JPB OF CASPER, WYOMING: That the Chairman is hereby authorized and directed to execute, and the Secretary to attest, a Contract for Procurement of Goods between Towlift and the Central Wyoming Regional Water System Joint Powers Board.

BE IT FURTHER RESOLVED: That the CWRWS is hereby authorized to make verified payment in terms of the Contract, in an amount not to exceed Seventy-Two Thousand Six Hundred Forty-Five and Twenty-Five cents. (\$72,645.25)

PASSED, APPROVED, AND ADOPTED on this 16th day of December 2025.

APPROVED AS TO FORM:



Jase C. Madsen
Attorney for CWRWS

ATTEST

CENTRAL WYOMING REGIONAL
WATER SYSTEM JOINT POWERS
BOARD

Ken Waters
Secretary

Paul Bertoglio.
Chairman, CWRWS

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of _____, (this “**Agreement**,” is entered into between the Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, with offices located at 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604 (“**Buyer**”) and Towlift, 5165 Vasquez Blvd. Denver, CO 80216. (“**Seller**”), and together with Buyer, the “**Parties**”, and each, a “**Party**”).

RECITALS

WHEREAS, Seller is in the business of building and selling Forklifts.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the “**Goods**”), hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities by June 16, 2026, or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to 1500 SW Wyoming Blvd., Casper, Wyoming 82604 (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.

5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2020, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within five days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall

deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of 90 Days after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

Central Wyoming Regional Water System
1500 SW Wyoming Blvd.
Casper, Wyoming 82604

Notice to Seller:

Towlift
5165 Vasquez Blvd
Denver, CO 80216

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract,

equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.]

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each Party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either Party would like a paper copy of this Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM



Jase C. Madsen
Attorney for CWRWS

ATTEST

Kenneth L. Waters
Secretary

BUYER

Central Wyoming Regional Water System
Joint Powers Board
Wyoming Joint Powers Board

Paul C. Bertoglio
Chairman

WITNESS

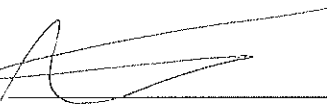
By: 

Printed Name: Austin Huff

Title: Director of operations

SELLER

Towlift



By: 

Printed Name: Victor Mendez

Title: Sales Rep

December 8, 2025

MEMO TO: Paul Bertoglio, Chairman

FROM: Andrew Beamer, Interim Public Services Director 
Ethan Yonker, P.E., Water Operations Officer 

SUBJECT: Authorizing Execution of Loan Documents with the State Loan and Investment Board for the Purpose of Receiving a \$20,000,000 Drinking Water State Revolving Fund Loan for the Disinfection Improvements Project.

Meeting Type & Date

CWRWS JPB Meeting, December 16, 2026

Action Type:

Resolution

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board, by resolution, execute loan documents with the Wyoming State Land and Investment Board (SLIB) for the purpose of receiving a \$20,000,000 Drinking Water State Revolving Fund (DWSRF) loan for the Primary Disinfection Improvements Projects, including \$100,502.51 in loan origination fees.

Summary:

Funding of the Primary Disinfection Improvements Project included plans to obtain a \$20,000,000 DWSRF loan with a 0.25% interest rate. Through Resolution 25-01, adopted by CWRWS JPB on May 20, 2025, the City submitted the loan application, which SLIB has approved and will be finalized upon execution of the loan documents.

In accordance with W.S. 11-1-303(d); and State Rules and Regulations Chapter 11, Section 15; a \$100,502.51 loan origination fee will be due with the signed loan documents.

Financial Considerations:

The DWSRF loan will be for \$20 M at an interest rate of 0.25%. Loan origination fees will be from CWRWS funds budgeted for the Primary Disinfection Improvements Project.

Project Oversight/Responsibility:

Ethan Yonker, P.E., Water Operations Officer

Attachments:

Resolution

Letter

Loan Agreement

Promissory Note

RESOLUTION NO. 25-08

A RESOLUTION AUTHORIZING THE EXECUTION OF
LOAN DOCUMENTS WITH THE STATE LOAN AND
INVESTMENT BOARD FOR THE PURPOSE OF THE
PRIMARY DISINFECTION IMPROVEMENTS
PROJECT.

WHEREAS, the Governing Body for the Central Wyoming Regional Water System desires to participate in the State Revolving Fund program to assist in financing the Primary Disinfection Improvements Project (the “Project”); and,

WHEREAS, the Governing Body for the Central Wyoming Regional Water System recognizes the need for this project; and,

WHEREAS, the Governing Body of the Central Wyoming Regional Water System, Wyoming through Resolution 25-01 dated May 20, 2025, submitted a loan application to the State Loan and Investment Board for a \$20,000,000 Drinking Water State Revolving Fund Loan for 20 years; and,

WHEREAS, the State Loan and Investment Board has awarded the Central Wyoming Regional Water System the amount of \$20,000,000 at 0.25% interest for 20-years for the Primary Disinfection Improvements Project; and,

WHEREAS, the Governing Body for the Central Wyoming Regional Water System plans to repay the State Revolving Fund Loan from the following sources: 1) Water Treatment Plant user charges; and 2) Collected Water Treatment Plant system investment charges; and,

WHEREAS, the State Loan and Investment Board requires the Central Wyoming Regional Water System to execute loan documents for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM, WYOMING: That the Chairman is hereby authorized and directed to execute, and the Secretary to attest, loan documents with the State Loan and Investment Board for the purpose of receiving an \$20,000,000 loan from the Drinking Water State Revolving Fund to assist in funding the Primary Disinfection Improvements Project, more particularly described in said loan documents, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2025.

APPROVED AS TO FORM:
(SRF Loan Documents- Primary Disinfection Improvements Project)



Jase Madsen,
Attorney for CWRWS

ATTEST:

CENTRAL WYOMING
REGIONAL WATER SYSTEM
A Wyoming Joint Powers Board

Ken Waters
Secretary

Paul Bertoglio
Chairman

December 8, 2025

MEMO TO: Paul Bertoglio, Chairman

FROM: Andrew Beamer, Interim Public Services Director
Ethan Yonker, P.E., Water Operations Officer

SUBJECT: Authorizing Professional Services Agreement with Janette K. Brown for the Purpose of retaining consulting services in relation to historical and system processes from January 1, 2026, through June 30, 2026, in the amount of \$7,500.00.

Meeting Type & Date

CWRWS JPB Meeting, December 16, 2026

Action Type:

Resolution

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board, by resolution, execute a professional services agreement with Janette K. Brown in the amount of \$7,500.00 for consulting services from January 1, 2026, through June 30, 2026.

Summary:

The CWRWS JPB is interested in retaining consulting services provided by Janette K. Brown to provide insight on historical decisions made by the JPB as well as provide consulting services to City Staff on CWRWS processes upon request.

Financial Considerations:

The professional services contract will run from January 1, 2026 through June 30, 2026, and will be a regional expense through the consulting services line 300-6214.

Project Oversight/Responsibility:

Ethan Yonker, P.E., Water Operations Officer

Attachments:

Resolution

Contract for Professional Services

RESOLUTION NO. 25-09

A RESOLUTION AUTHORIZING THE EXECUTION OF
A CONTRACT FOR PROFESSIONAL SERVICES WITH
JANETTE K. BROWN FOR CONSULTING SERVICES.

WHEREAS, the Governing Body for the Central Wyoming Regional Water System desires to enter into an agreement with Janette K. Brown for Consulting Services (the "Contract"); and,

WHEREAS, the Governing Body for the Central Wyoming Regional Water System recognizes the need for this contract; and,

WHEREAS, Janette K. Brown has provided a proposal to provide consulting services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM, WYOMING: That the Chairman is hereby authorized and directed to execute, and the Secretary to attest, a Contract for Professional Services with Janette K. Brown in the not to exceed amount of \$7,500 for consulting services, more particularly described in said Contract for Professional Services, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2025.

APPROVED AS TO FORM:
(Contract for Professional Services – Janette K. Brown)



Jase Madsen,
Attorney for CWRWS

ATTEST:

CENTRAL WYOMING
REGIONAL WATER SYSTEM
A Wyoming Joint Powers Board

Ken Waters
Secretary

Paul Bertoglio
Chairman

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 2025, by and between the following parties:

1. The Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, Wyoming 82604 (“Owner”).

2. Janette K. Brown, PO Box 975, Evansville, Wyoming 82636. (“Consultant”).

Throughout this document, the Owner and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The Owner desires to retain historical knowledge of City of Casper and CWRWS processes held by the Consultant.

B. The project requires retaining the Consultant's knowledge and experience through a professional services agreement.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract.

D. The Owner desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project, provide consultation to Central Wyoming Regional Board Members and City Staff upon request.

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence January 1, 2026. The services of the Consultant shall be undertaken and completed on or before the 30th day of June 2026.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of Seven Thousand Five Hundred Dollars. (\$7,500)

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice utilizing (Exhibit A), proposal prepared by the Consultant dated December 3, 2025, and approved by water operations staff for services rendered in conformance with the Contract and following approval by the CWRWS. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the Owner for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the Owner's general credit policy, those amounts may be deducted from the payment being made by the Owner to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner's and the Consultant's authorized representatives.

The Owner and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

(Consulting Services – Janette K. Brown)

APPROVED AS TO FORM:



Jase C. Madsen
Attorney for CWRWS

ATTEST

CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD

Ken Waters
Secretary

Paul Bertoglio
Chairman, CWRWS

WITNESS

CONSULTANT
Janette K. Brown,
PO Box 975, Evansville, Wyoming 82636

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The Owner may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner within five (5) business days of any assignment or transfer.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the Owner. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any sub-Consultant to perform any services in the scope of this project, unless the sub-Consultant is approved in writing by the Owner. Any approved sub-Consultant shall be paid by the Consultant.

The labor to be performed by the Consultant under this agreement may require the Consultant to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Consultant to determine whether the identified Act is applicable to the Consultant while performing the services/labor detailed herein. If the Consultant determines that the identified Act is applicable, the Consultant then becomes legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described.

All questions relating to compliance of the Consultant under the Act should be addressed by the Consultant to:

State of Wyoming Department of Workforce Services
Casper Workforce Center
851 Werner Court, Suite 120
Casper, WY 82601
Phone #: 307 – 234 – 4591
Fax #: 307 – 266 – 1238
www.Wyomingworkforce.org

Through execution of this contract, the Consultant certifies that if the identified Act is applicable to this project, Consultant has met and will continue to meet all obligations incumbent upon it as set forth under the identified Act throughout the term of the project identified herein.

11. INDEMNIFICATION AND INSURANCE:

A. No-Insurance Required: In light of the limited and advisory nature of the services to be performed under this Contract, the Owner agrees that the Consultant shall not be required to obtain or maintain commercial general liability insurance, automobile liability insurance, workers' compensation coverage, or professional liability insurance as a condition of performing the services described herein.

- B. *Indemnification*: Consultant agrees to indemnify the Owner, the Owner's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.
- C. *Non-Waiver of Governmental Immunity*: Nothing in this Contract shall be interpreted to waive, limit, or alter any protection, immunity, or defense available to the Owner under the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq., or applicable law.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract 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 parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

December 9, 2025

Mr. Paul Bertoglio, Chairman
Members, Central Wyoming Regional Water System Joint Powers Board
1500 SW Wyoming Blvd.
Casper, WY 82604

Dear Chairman Bertoglio,

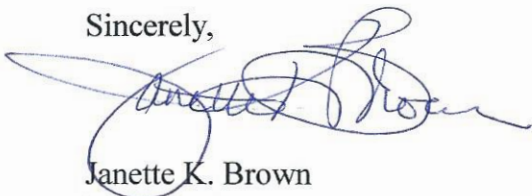
Per discussions with Mr. Yonker, below is my fee schedule for providing consulting services to the Board and Staff on various items relating to historical knowledge of the Board and its functions.

Fee Schedule:

Monthly Retainer to include three (3) hours of consultation	\$360.00
Additional Hours – Hourly Rate	\$120.00
Mileage – Current IRS Mileage Reimbursement Rate	

I look forward to working with the Board and Staff by providing the historical knowledge that I gained during my many years of employment with the City of Casper.

Sincerely,



Janette K. Brown
PO Box 975
Evansville, WY 82636
(307) 262-8841
Jccbrown66@gmail.com