



PUBLIC MEETING MINUTES

Thursday, May 4th, 2023, 11 am

This meeting will be held via zoom only

I. Regular Board Meeting Public Forum

A. Call to Order/start recording

Altman brought the meeting to order at 11:11am. Altman and Olsen present so there is quorum.

B. Revise March and April 3rd Meeting Minutes-Action

Olsen moved to approve both minutes as presented. Altman seconded. No discussion. The motion passed unanimously.

C. Public comment on relevant non-agenda items – Discuss

Prior to meeting officially started, Marlene and Mace (WGM Group) discussed. There is potential that some annexation requests would be denied, if it's not in the Districts interest (generally for properties farther from the core District).

No other public comment during the meeting.

II. New Business

A. Board updates and correspondence – Discuss

The GCCWSD-BSCWSD joint application to BSRAD was submitted after the last GCCWSD meeting for additional funding and was approved at the last BSRAD meeting. With approval, BSRAD will likely be looking to reduce the FY 24 operating budget allocation (shifting money between pots).

This will help with clear accounting and planning.

WGM Group presented at the Gallatin/Madison County joint committee meeting 5/3/2023 on behalf of the District. Gallatin County commissioner emphasized the public health improvement potential of the project and the DEQ representative expressed support for the project's potential to help with the Algae TMDL listing of the adjacent stretch of the Gallatin River.

B. Annexation and Outreach Committee updates – Discuss

An updated version of the annexation petition was presented, which was adjusted to help smooth some people's concerns about annexing before there is a clear service agreement established.

Ramshorn and Lazy J will likely have many more questions but some landowners will probably be willing to annex with this. The Annexation and Outreach committee should meet in May to clarify process and then start distributing this and getting people signing the petition. Petitions can be reviewed and (in most cases) approved at the following GCCWSD meeting.

Annexation can allow for better representation in the District and board.

Altman moved to adopt the annexation agreement as presented. Olsen seconded. No discussion. The motion passed unanimously.

C. BSCWSD-BSRAD-GCCWSD “joint project subcommittee” Updates – Discuss

No recent meetings. It is probably a bit too early to hash out the treatment: disposal trade agreement between entities. The current discharge study will help clarify the GCCWSD’s capacity to discharge.

The new BSRAD joint funding should necessitate quarterly subcommittee meetings to ensure progress on the feasibility studies outlined in the funding agreement.

D. Fiscal Year 2024 budget – Discuss

An unofficial FY 23 and draft 24 budget were presented (see attachments). The 2024 budget can be refined in coordination with the District’s accountant prior to the start of the fiscal year. Adjustments are also needed to account for the new BSRAD funding.

An official budget should be approved at the June meeting.

Altman would like to add a standing agenda item going over District financials.

E. WGM Group Updates – Discuss

a. 2 County ARPA contracts finalized

The county ARPA Sewer agreement was previously signed and approved by the GCCWSD. This agreement is very similar, but for the \$25,000 for a Water PER.

After the district signs this, they will have to present at a Gallatin County Commission meeting and then the county should finalize both contracts, and make the funds available.

Olsen moved to authorize Altman to sign the Gallatin County ARPA Water PER Agreement. Altman seconded the motion. No Discussion. The motion passed unanimously.

Olsen and/or WGM Group will be able to present at the County Commission meeting.

F. WGM Group Work Order #2, Canyon Sewer Engineering– Action

WGM Group presented the proposed Work Order #2 for the Sewer Project which generally brings design to 30%. (see attached). It covers roughly 9 months of work. AE2S and TD&H are subcontracted through this.

This is covered under the RFP for Sewer Engineering Services previously awarded.

Altman made a motion to approve the Work Order #2 Canyon Sewer Engineering 30% Design. Olsen seconded. No discussion. The motion passed unanimously.

WGM Group will pass it along to Altman for signature.

III. Old Business

A. Resort Tax funds release – Discuss

Previously discussed. Altman thanked BSRAD.

B. Water PER Engineering services RFQ – Action

At the last meeting the board asked for an RFQ to be drafted. MT Rural Water staff took a first pass but additional detail was needed. It was updated to be similar to the RFQ sent out for the Sewer Engineering Project.

This is not very time sensitive. Funds should be available from the County ARPA in May.

Olsen would prefer to have another month to review and update the RFQ content, scoring and timeline.

At least 30 days for response was recommended.

This can be finalized at the next GCCWSD meeting.

C. Bylaw update – Discuss

On Altman's to do list with legal counsel

D. District Legal Counsel Letters of Engagement (Matt Williams) – Discuss, maybe Action

Not provided. Tabled.

E. Board Member COI Disclosure (Schumacher) – Discuss

Schumacher not present. Tabled.

IV. Any Other Business Which May Properly Come Before the Board – Discuss

None.

V. Next Meeting Planning

A. Date & Draft Agenda – Discuss

The next meeting was penciled in for May 21st at 10:30

RFQ and budget approval and general financial overview will be added to the agenda.

VI. Adjourn

At 11:44, Olsen moved to end the meeting. Altman seconded. No Discussion. The motion passed unanimously.

Public comment will be encouraged before all non-emergency non-ministerial Actions.

Minutes Drafted by: Michelle Pond, WGM Group

Minutes Approved: 6/21/2023

Signed: Scott Altman, Board President



GCCWSD MEETING ATTENDANCE SHEET

11:00 AM; 5/4/23; Zoom Only



#	Name	Affiliation	Contact	Remote Attendance?
1	Michelle Pond	WGM Group	Mpond@wgmgroup.com	X
2	Mace Mangold	WGM Group	mmangold@wgmgroup.com	X
3	Scott Altman	GCCWSD Board	orock9530@me.com	X
4	Jon Olsen	GCCWSD Board	jolsen@lonemountainland.com	X
5	Steve Johnson	BSRAD	steve@resorttax.org	X
6	Shane Strong	WGM Group	sstrong@wgmgroup.com	X
7	Kelsey Wanger	AE2S	Kelsey.Wagner@AE2S.com	X
8	Marlene Sadaj		marlene@seakmt.com	X



PUBLIC MEETING AGENDA

Thursday, May 4, 2023, 11:00 am

This meeting will be held via zoom only

Join Zoom Meeting:

<https://us06web.zoom.us/j/84082896422?pwd=cDNzcXJWdFdhbElYVEpSdTRzNXROZz09>

(see next page for call in details)

I. Regular Board Meeting Public Forum

- A. Call to Order/start recording
- B. Revise March and April 3rd Meeting Minutes-*Action*
- C. Public comment on relevant non-agenda items – *Discuss*

II. New Business

- A. Board updates and correspondence – *Discuss*
- B. Annexation and Outreach Committee updates – *Discuss*
- C. BSCWSD-BSRAD-GCCWSD “joint project subcommittee” Updates – *Discuss*
- D. Fiscal Year 2024 budget - *Discuss*
- E. WGM Group Updates – *Discuss*
 - a. 2 County ARPA contracts finalized
- F. WGM Group Work Order #2, Canyon Sewer Engineering– *Action*

III. Old Business

- A. Resort Tax funds release – *Discuss*
- B. Water PER Engineering services RFQ – *Action*
- C. Bylaw update – *Discuss*
- D. District Legal Counsel Letters of Engagement (Matt Williams) – *Discuss, maybe Action*
- E. Board Member COI Disclosure (Schumacher) – *Discuss*

IV. Any Other Business Which May Properly Come Before the Board – *Discuss*

V. Next Meeting Planning

- A. Date & Draft Agenda – *Discuss*

VI. Adjourn

Public comment will be encouraged before all non-emergency non-ministerial Actions.

Join Zoom Meeting

<https://us06web.zoom.us/j/84082896422?pwd=cDNzcXJWdFdhbElyVEpSdTRzNXROZz09>

Meeting ID: 840 8289 6422

Passcode: 471716

One tap mobile

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+17193594580,,84082896422#,,,,*471716# US

Dial by your location

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+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

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Meeting ID: 840 8289 6422

Passcode: 471716

Find your local number: <https://us06web.zoom.us/j/kcaqOnN3Wz>

**JOINT REQUEST OF
Big Sky County Water and Sewer District No. 363, Montana and
Gallatin Canyon County Water and Sewer District, Montana for
Award of Resort Tax Revenues for
Joint Feasibility Assessment of the Canyon Water and Sewer Project**

THIS JOINT REQUEST is made this 31st day of March, 2023, by the Big Sky County Water and Sewer District No. 363, Montana (“BSWSD”) and the Gallatin Canyon County Water and Sewer District (“GCWSD”) to the Big Sky Resort Area District (“District”) for an award of resort tax revenues **not to exceed \$400,000** to be used to determine the overall feasibility of the construction of the Canyon Sewer Project (as defined below) to be allocated by the District to BSWSD and GCWSD as set forth below (“Joint Request”).

The parties believe a determination of feasibility of the overall Canyon Sewer Project by the Boards for both the BSWSD and GCWSD is critical before any BSRAD funds previously allocated to either District’s portion of the Project are expended. This Joint Request is made because neither portion may proceed to construction if the other portion is deemed infeasible.

For purposes of this Joint Request, the Canyon Sewer Project is described as containing two parts:

Part 1 is the construction of two lift stations, the first near the intersection of U.S. Route 191 and Highway 64 and a second approximately half the distance between the intersection and BSWSD’s water resource recovery facility (the “WRRF”), a wastewater forcemain up the Highway 64 corridor to the WRRF, and a pipeline conveying treated effluent back to the Canyon Area (collectively, the “Highway 64 Project”). If constructed, the Highway 64 Project assets will be owned by BSWSD. Consistent with the directive of the voters on May 5, 2020, the District has previously allocated up to \$12,000,000 from the Infrastructure Resort Tax collections for the Highway 191 Project (the “District Highway 64 Contribution.”)

Part 2 is the construction of up to five miles of sewer collection main along the Highway 191 corridor and the immediately adjacent developments which will convey wastewater to the interconnection with the Highway 64 Project and re-convey treated effluent from the interconnection with the Highway 64 Project to a disposal and reuse main and the associated groundwater discharge infrastructure to be constructed along the Highway 191 corridor (collectively, the “Highway 191 Project”). If constructed the Highway 191 Project assets will be owned by GCWSD.

Collectively, the Highway 64 Project and the Highway 191 Project are defined in this Joint Request as the “Canyon Sewer Project.” While the Canyon Sewer Project is described as consisting of two parts, the parties agree the two parts are not separable; in other words, neither the Highway 64 Project nor the Highway 191 Project will proceed if the other is not also deemed feasible. Further, each the Highway 64 Project and the Highway 191 Project may proceed simultaneously or on parallel or overlapping tracts or timetables if/when both are determined to be feasible.

While some work related to the feasibility of the Canyon Sewer Project has been completed, more work is required, and neither BSWSD nor GCWSD has the funding necessary to retain the professional services needed to complete the final feasibility assessment needed for the Boards of each BSWSD and GCWSD to advance the project using the previously allocated \$12,000,000 based on the current terms specified in the interlocal agreement.

The feasibility work that has been completed is:

Work Description	Requested By:	Professional That Completed Work	Date Completed
Canyon Sewer Feasibility Study	Gallatin River Task Force	WGM/AE2S	May 2020
Canyon Sewer Preliminary Engineering Report	BSWSD	WGM/AE2S	July 2021
Canyon Septic Inventory & Collection Prioritization Study	Gallatin River Task Force, GCWSD	WGM	September 2022

The feasibility work that still needs to be completed is:

Work Still Needed	Work Requested By BSWSD or GCWSD	Date Work To Be Completed
Preliminary Non-Degradation & Human Health Assessment Report	GCWSD	June 2023
2023 Groundwater Data Collection	GCWSD	October 2023
Groundwater Discharge Capacity Projection and Phasing Plan (discharge feasibility)	GCWSD	November 2023
DEQ data/studies review and correspondence (regulatory feasibility)	GCWSD	January 2024
Right-of-way and Lift Station Easement Agreement(s) (access feasibility)	BCWSD	January 2024
Connection Fee & Rate Study (economic feasibility)	GCWSD	January 2024
Preliminary Funding Package (economic feasibility)	GCWSD/BCWSD	January 2024

Treatment / Disposal Service Agreement	GCWSD/BCWSD	January 2024

Once all of the feasibility work is completed, the BSWSD Board and the GCWSD Board must both make a determination that their respective portions of the Canyon Sewer Project are feasible, before any portion of the Canyon Sewer Project may move forward. The feasibility determination shall be made by each Board not later than 45 days following receipt of the last work to be completed.

[Request on Following Page]

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BSWSD and GCWSD therefore make this out-of-cycle request for an award of resort tax revenues in the amount described in the below table, for the described feasibility work, and allocated to the party noted below:

Work Required	Professional Engaged	Estimated Amount for Work	Award Allocated to BSWSD or GCWSD
Preliminary Non-Degradation & Human Health Assessment Report (discharge feasibility)	WGM	\$50,000	GCWSD
2023 Groundwater Data Collection (discharge feasibility)	WGM	\$100,000	GCWSD
Groundwater Discharge Capacity Projection and Phasing Plan (discharge feasibility)	WGM	\$30,000	GCWSD
DEQ data/studies review and correspondence (regulatory feasibility)	WGM	\$20,000	GCWSD
Right-of-way and Lift Station Easement Agreement(s) (access feasibility)	AE2S	\$50,000	BSWSD
Connection Fee & Rate Study (economic feasibility)	AE2S	\$50,000	GCWSD
Treatment / Disposal Service Agreement	WGM/AE2S	\$20,000	BSWSD/GCWSD
Preliminary Funding Package (economic feasibility)	WGM/AE2S	\$60,000	BSWSD/GCWSD

BIG SKY COUNTY WATER AND SEWER DISTRICT NO. 363:

GALLATIN COUNTY WATER AND SEWER DISTRICT

Name: Ron Edwards
Title: General Manager



Name: Scott Altman
Title: Board President

Fiscal Year 2023 Budget

July 2022 - June 2023

Prepared by: WGM Group



Description: The Gallatin Canyon County Water and Sewer District (GCCWSD) has been granted \$574,000 (\$74k in FY22, \$200k in FY23, \$300k in FY24) of initial external funding from the Big Sky Area Resort Tax District (BSRAD) to help GCCWSD get established. These funds will fund the District's operating expenses from July 2021 through June 2024. During this time, the District will have no customers or regular income. Canyon Sewer Project expenses will be predominately funded through secured grants and \$400,000 in BSRAD funds allocated to the project through the joint interlocal agreement with Big Sky County Water & Sewer District (BSCWSD). A portion of those funds are allocated for BSCWSD utilization as outlined in the agreement. The budget below outlines expenses for Fiscal year 2023.

#	Item	FY23 Budget	Description
Operating Income			
1	NONE	\$0	No customers, no services provided, no income
2	Total FY 2022 Operating Income	\$0	
Other Income			
3	BSRAD Seed Funding for GCCWSD	\$200,000	FY23 Annual Operations
4	ARPA Competitive Grant	\$2,000,000	Awarded, Phase 1.1 eligible (Sewer Engineering)
5	Gallatin County Minimum Allocation Grant	\$542,480	Awarded, Phase 1.1 eligible (Sewer Engineering)
6	Gallatin County Local Fiscal Recovery Funds	\$207,520	Awarded, Phase 1.1 eligible (Sewer Engineering)
7	Gallatin County Local Fiscal Recovery Funds	\$25,000	Awarded, Phase 1.1 eligible (Water PER Grant)
8	Interlocal Agreement	\$100,000	Joint BSRAD-GCCWSD-BSCWSD agreement (\$400k)
9	Gallatin County Minimum Allocation Grant	\$0	Awarded, Phase 1.2 (\$200,000)
10	Montana Coal Endowment Program	\$0	Pending, Phase 1.2 (\$750,000)
11	Renewable Resource Grant & Loans Program	\$0	Pending, Phase 1.2 (\$125,000)
12	Total FY23 Funding Based Income	\$3,075,000	
Operating Expenses			
13	District Administration	\$20,000	County/State filings, 'general manager' role/responsibility
14	General Outreach and Education	\$20,000	Graphics, flyers, event attendance, presentations, etc.
15	Project Funding	\$20,000	Grant writing, Project Finance Structure Planning, etc.
16	General Accounting and Legal Services	\$10,000	As Needed
17	Total FY23 Operating Expenses	\$70,000	
Capital Improvement Expenses (grant eligible)			
18	Legal & Professional Services	\$37,500	Line items correspond to ARPA budget table and Start-up documentation.
19	Audit Fees	\$12,500	
20	District Planning & Outreach (project specific)	\$50,000	Fund use prioritization: 1) State ARPA, 2) County ARPA, 3) Local funds (BSRAD)
21	Discharge Permitting	\$100,000	
22	Final Engineering Design	\$100,000	
23	Treatment Capacity Purchase / Disposal	\$0	
24	Contingency	\$100,000	
25	Miscellaneous (studies, engineering, etc.)	\$50,000	Connection Fee & User Rate Study, Water System PER
25	Total FY23 Capital Improvement Expenses	\$400,000	
Net Incomes			
26	Net Operating Income	(\$70,000)	
27	Cash Reserves	\$0	
28	Funding Reserves (Year End)	\$2,605,000	

Fiscal Year 2023 Budget

July 2023 - June 2024

Prepared by: WGM Group



Description: The Gallatin Canyon County Water and Sewer District (GCCWSD) has been granted \$574,000 (\$74k in FY22, \$200k in FY23, \$300k in FY24) of initial external funding from the Big Sky Area Resort Tax District (BSRAD) to help GCCWSD get established. These funds will fund the District's operating expenses from July 2021 through June 2024. During this time, the District will have no customers or regular income. Canyon Sewer Project expenses will be predominately funded through secured grants and \$400,000 in BSRAD funds allocated to the project through the joint interlocal agreement with Big Sky County Water & Sewer District (BSCWSD). A portion of those funds are allocated for BSCWSD utilization as outlined in the agreement. The budget below outlines expenses for Fiscal year 2023.

#	Item	FY24 Budget	Description
Operating Income			
1	NONE	\$0	No customers, no services provided, no income
2	Total FY 2022 Operating Income	\$0	
Other Income			
3	BSRAD Seed Funding for GCCWSD	\$300,000	FY24 Annual Operations
4	ARPA Competitive Grant	\$2,000,000	Awarded, Phase 1.1 eligible (Sewer Engineering)
5	Gallatin County Minimum Allocation Grant	\$542,480	Awarded, Phase 1.1 eligible (Sewer Engineering)
6	Gallatin County Local Fiscal Recovery Funds	\$207,520	Awarded, Phase 1.1 eligible (Sewer Engineering)
7	Gallatin County Local Fiscal Recovery Funds	\$25,000	Awarded, Phase 1.1 eligible (Water PER Grant)
8	Interlocal Agreement	\$200,000	Joint BSRAD-GCCWSD-BSCWSD agreement (\$400k)
9	Gallatin County Minimum Allocation Grant	\$0	Awarded, Phase 1.2 (\$200,000)
10	Montana Coal Endowment Program	\$0	Pending, Phase 1.2 (\$750,000)
11	Renewable Resource Grant & Loans Program	\$0	Pending, Phase 1.2 (\$125,000)
12	Total FY24 Funding Based Income	\$3,275,000	
Operating Expenses			
13	District Administration	\$30,000	County/State filings, 'general manager' role/responsibility
14	General Outreach and Education	\$40,000	Graphics, flyers, event attendance, presentations, etc.
15	Project Funding	\$20,000	Grant writing, Project Finance Structure Planning, etc.
16	General Accounting and Legal Services	\$20,000	As Needed
17	Total FY24 Operating Expenses	\$110,000	
Capital Improvement Expenses (grant eligible)			
18	Legal & Professional Services	\$37,500	Line items correspond to ARPA budget table and Start-up documentation. Fund use prioritization: 1) State ARPA, 2) County ARPA, 3) Local funds (BSRAD)
19	Audit Fees	\$12,500	
20	District Planning & Outreach (project specific)	\$50,000	
21	Discharge Permitting	\$100,000	
22	Final Engineering Design	\$100,000	
23	Treatment Capacity Purchase / Disposal	\$0	
24	Contingency	\$100,000	
25	Miscellaneous (studies, engineering, etc.)	\$50,000	Connection Fee & User Rate Study, Water System PER
25	Total FY24 Capital Improvement Expenses	\$400,000	
Net Incomes			
26	Net Operating Income	(\$110,000)	
27	Cash Reserves	\$0	
28	Funding Reserves (Year End)	\$2,765,000	



MASTER SERVICES AGREEMENT WORK ORDER #2

PROJECT TITLE: Canyon Sewer Engineering
CLIENT: Gallatin County Canyon Water and Sewer District
WGM GROUP PROJECT NUMBER: 220724

As stated in the Master Services Agreement (Agreement) for the above-referenced client dated March 31, 2023, the Agreement may be amended by written amendment executed by both parties as defined in Work Orders incorporated into the Agreement. This document details the scope and fee associated with Work Order #2. By both parties signing below, this document becomes incorporated into the Agreement as an Exhibit and is subject to the terms and conditions of said Agreement.

Services under this Work Order include acquiring remaining field work and data collection necessary to proceed with preliminary design of the wastewater collection and conveyance systems detailed in the 2021 WGM and AE2S Gallatin Canyon Sewer Preliminary Engineering Report (PER) and providing 30% level design documents for the full project extent (Big Horn Center to Ophir School) and associated planned infrastructure identified in the PER. Subconsultants include TD&H to provide the project's geotechnical evaluation and AE2S to provide preliminary impact fee and rate study and project funding package in addition to general design support (lift station and sewer collection design QAQC).

WORK ORDER SCOPE OF SERVICES:

Phase 01: Project Management & QA/QC \$25,000

WGM's project manager will actively manage the project team, allocating appropriate resources and keeping in regular contact with the client. The PM will proactively evaluate project progress, calculating earned value to ensure we're on track at each step in the process. The following items are included:

- Develop, manage and communicate project scope, schedule and budget
- Oversight, coordination, resource allocation, and task delegation with WGM internal team and Project Team subconsultants
- Client correspondence and Project Team meetings
- Assist Client with Stakeholder identification and Project communication
- Earned value estimating and invoicing
- Internal QA/QC of project scope, schedule, production and deliverables
- QA/QC review and compilation of overall Project/Team design and deliverables

Deliverables: Scope, fee estimate, contract, team meetings, monthly progress update correspondence to Client, "Living" Project schedule using Microsoft Project, Monthly Client Design/Progress meetings to include agendas, minutes and presentation slides.

Assumptions: Project communication will be provided directly to Client. WGM will assist Client to determine Stakeholder communication plan, including engaging and selecting a 3rd party PR firm if desired.

Phase 02: Engineering Data Collection \$63,000



Phase consists of data collection and field review and reconnaissance to acquire the data necessary for design of the project's sanitary sewer systems, including gravity collection mains and service connections, discharge transmission main (purple pipe) and strategic connections to subsurface discharge piping systems.

Objectives:

Obtain all background data and field work to support project design and document production and inform consensus among all project team stake holders, for system routing alignments and discharge locations.

Record Document Research: Coordinate with DEQ, public system owners, and Gallatin County Sanitarian to obtain and review available record documents to determine appropriate connection points, routes and methods for connection of the existing public sewer systems and private services and inform pick up field survey collection efforts needed.

Field Reconnaissance and Review: Field review of collected record documents and field verification of existing conditions base mapping to inform field survey collection efforts needed and determine strategic locations and routes for connections to existing systems.

Survey Pick up/fill in Scoping: Review existing field survey and base map generated under previous PER contract and determine remaining survey field work to complete base mapping needs for design and scheduling survey. Field verify final compiled base mapping and extension/connection routes.

Project Geotechnical Evaluation: Facilitate and provide scoping, field work, reporting and recommendations of Project Geotechnical Evaluation, limited to the Highway 191 corridor, to determine areas of concern and/or impacts to infrastructure routing/locations. Provide technical memo summarizing geotechnical findings and potential project impacts. Geotechnical report will be provided in construction documents to aid bidders/contractors in bidding and construction.

Deliverables: Electronic PDF copies of available record documents for existing public systems; Geotechnical Report; Technical Memo on Geotechnical findings and impacts.

Exclusions: Subsurface investigations, such as “pot-holing”, to determine precise horizontal and vertical positioning of buried utilities and existing wastewater disposal system layouts.

Assumptions: Client will assist WGM to identify property owners and to communicate requests for property and facility access for data collection purposes.

Phase 03: Wetland and Water Resource Delineation

\$9,500

This phase includes identifying and delineating water resource boundaries along the project corridor to facilitate design and inform permitting efforts for future design phases. The following items are included:

- Perform wetland and non-wetland waterway delineation along Highway 191 from the Big Horn Center (north of the West Fork of Gallatin River) to the Project southern extents at Ophir school. Delineation boundary will be confined within a 150-foot corridor (75 feet each side of 191 centerline) from northern project extents south to Running Iron Rd., then confined to 75-foot corridor (west of 191 centerline) from Running Iron Rd. to Ophir School.
- Map and document all wetlands and non-wetland waterways within the delineation area.
- Survey features using a resource-grade GPS unit with half-meter accuracy (Trimble R1).
- Evaluate and advise Client of jurisdictional status of each feature.
- Assess impacts with respect to permitting and document findings in our report.
- Prepare and provide Wetland Delineation Report with accompanying USACE Wetland Delineation Data Forms for Client and Agency review and project records.
- Import and/or digitize existing floodplain boundaries into project base map.

Deliverables: Wetland Delineation Report and associated maps, GIS shapefiles of wetland boundaries, memo to Client summarizing findings, impact requirements and next steps.

Exclusions: Securing final environmental permits (anticipated during final design phase), Wetland Assessment via MDT Montana Wetland Assessment Method, mitigation credits calculation and coordination, full floodplain encroachment analysis (may be required if structures, alterations of floodway, fill or storage of materials or equipment will be proposed within the floodway, wetland boundary flagging (can be included at Client's request).

Phase 04: Pick Up/Fill In Survey Services \$42,000

Phase includes providing ground survey of areas and facilities identified in the Engineering Data Collection Phase to supplement the current base map and incorporating pick up field survey information into the project base map for design development and generation of construction documents. Ground survey shots will include topographic pick-up mapping outside of the existing Highway 191 ROW corridor mapping and current BASE-E from 2022. Mapping tie in points of business's, subdivisions and property owners existing sewer and septic systems. Pick up mapping to include elevations of existing manhole rims and inverts, existing septic lids, and calling in locates and mapping for existing utilities proximal to the planned infrastructure and routes to the tie points.

Objectives:

Provide field survey of areas and facilities identified in the Engineering Data Collection Phase and generate final compiled base map necessary for full Project design development and creation of Project construction documents.

Field Survey for Boundaries, Topography & Utilities

- Research record utility main drawings
- Underground and above ground utility main lines located by Montana 811
- Field survey to perform the following:
 - set project control if needed
 - tie visible and marked utilities along routes to existing Sewer and Septic systems
 - Map features and topography needed along routes to tie points
- Data processing and computations
- Utility line feature drafting
- Base-E existing conditions map drafting

Deliverable: AutoCAD Base-E drawing with topographic surface, and utility lines and existing waste management systems.

Base Map Data Integration

WGM will combine the mapping products and imagery from the above data collection efforts to create an integrated base map including aerial orthophotos, topography, and utility lines over the subject area. Work will include the following tasks:

- Final data processing
- Data QA/QC and editing as needed
- Field data and aerial orthophoto and surface integration
- Integrated base map drafting and clean-up
 - Topography will be based on the ground field topographic survey with topography derived from the existing drone flights to fill in any topographic features needed to complete the routing of new sewer main line tie in points.

Deliverables: Base map exhibit including aerial imagery orthophoto mosaic, contours, right-of-way and boundary lines, and utility lines in (PDF) format; AutoCAD integrated base-E existing conditions map.



Assumptions: Client will assist WGM to identify property owners and to communicate requests for property and facility access for field survey purposes.

Preliminary Easement Maps (Lift Station Sites)

WGM will prepare preliminary easement maps, specific to the lift station site along the 191 corridor (Service Area 2), to support design planning and coordination with relevant landowners.

- General easement coordination
- Preliminary easement maps w/ metes and bounds descriptions

Deliverables: Preliminary easement maps.

Exclusions: Final easement coordination and recording is excluded (anticipated during final design phase).

Phase 05A: Engineering 30% Design Development (Gravity Collection/Discharge Main Systems) \$85,000

Phase consists of 30% level design package for the gravity collection main, discharge transmission main (purple pipe) and connections to existing disposal systems, based on field data collection.

Objectives:

Provide engineering design and generate 30% design package, including initial set up of plan sheets, design reports related to the main extensions, project manual and updated cost estimates which will guide final design and planning for project scheduling, funding and permitting.

Main Design: Provide 30% level engineering design of gravity collection and discharge mains along the Project Area extents. Design consists of 2D alignment layouts, pipe material selection and sizing.

Highway Crossing(s): Determine number and strategic location(s) of main crossing(s) of Highway 191 to accommodate connections on both sides of highway. Determine crossing method and working room requirements.

Easement Requirements: Identify and illustrate approximate area(s) requiring permanent and/or temporary construction easements to accommodate the work, specific to location of mains and construction methods. Identify affected property owners to initiate easement acquisition planning.

Existing Disposal System Assessment: In conjunction with Work Order #1 Data Collection efforts, assess viability of existing subsurface disposal systems identified in the PER, based on current permitted design loading and record drawings of "as-built" system. If additional disposal surface area is deemed necessary, selection of location(s) and system design(s) will be provided in a future work order for additional disposal system design.

Construction Plan Initiation: Set up initial structure for plan sheet set to include preliminary plan and profile of main extents and compile typical details for project requirements.

Project Manual Initiation: Set up template project manual to include WGM's standard front-end contract documents, list of technical specifications and/or modifications for project requirements not covered by MPWSS, and list of Agency special provisions.

DEQ Main Extension Design Report Initiation: Set up template design report formatted to address DEQ's report requirements for main extension review and approval per DEQ Circular 2.

30% Design EOPCC: Develop preliminary estimate for Engineer's Opinion of Probable Construction Cost.

30% Design QA/QC: Internal 30% Design QA/QC review of main design. QA/QC review/coordination between Project Team to eliminate design conflicts across overall project extents.

Owner Review: Provide 30% design deliverables to Client for review. After Client review, schedule and lead meeting to discuss design and address/document Client comments. Client/meeting review comments and recommendations to be incorporated into next progression of design development upon execution of new work order to advance beyond 30% level design.

Deliverables: PDF of 30% Design Drawings, PDF of front-end construction contract documents, 30% Design EOPCC

Exclusions: Regulatory permitting applications/submittals, Easement Agreements and/or Exhibits, Design of new subsurface wastewater disposal systems.

Assumptions: At this time, it is assumed that existing subsurface disposal systems will be utilized for Project disposal requirements and no new systems or modifications to these existing systems is necessary. Additions and/or modifications to these existing subsurface disposal systems is TBD upon completion and recommendations of Work Order #1.

Phase 05B: Engineering 30% Design Development (Lift Station/Force Main Systems – AE2S) / Preliminary Impact Fee and Rate Study / Preliminary Funding Package **\$83,380**

Phase consists of 30% level design package for lift station and force main piping for Service Area 2, and transition/connection of reuse main piping to 191 corridor system. Phase also consists of preliminary analysis of impact fees and user rate study and development of conceptual funding package. A more comprehensive scope for this Phase is included herein as “Attachment A-1: Scope Definition” and made part of this Work Order #2.

Objectives:

Provide engineering design and generate 30% design package for lift station, force main and hydraulic pressure systems to ensure seamless system design and operation between GCCWSD and BSCWSD project connections.

Phase 06: MDT and Fish, Wildlife, & Parks Coordination **\$8,000**

Phase includes preliminary project coordination with MDT’s District Utility Agent and Fish, Wildlife, & Parks staff to notify them of the Project Area, intent, goals and preliminary timelines and gather agency input and requirements for overall project design and permitting. The following items are included:

- Schedule and lead project initiation and planning meeting(s) with agency staff via web-based virtual meeting platform to inform agencies on project intent and extents and coordinate permitting requirements, timeframes and expectations.
- Schedule and lead field design review meeting with staff to review project alignment, encroachments and crossings and coordinate/document Agency directed field adjustments, recommendations and concerns.
- Determine and document Agency Special Provisions (SP’s), project details, etc. for inclusion in future permitting and construction documents.

Deliverables: Agency meeting minutes; Client memo detailing meeting discussion and outcomes along with requirements for SP’s, details, etc. for future permitting.

Exclusions: Permit Applications/Submittals and/or Encroachment/Occupancy Permits (anticipated during final design phase).



Additional Services

Services not specifically described in the tasks above are not included in this scope of work.

Fee Estimate

Our fees will be billed on time and materials basis with a budget of **\$315,880**. Fees are valid through August 2024 and may need to be adjusted if the project extends beyond this date. A cost summary is provided below.

COST SUMMARY	
01 – Project Management & QA/QC	\$25,000
02 – Engineering Data Collection	\$63,000
03 – Wetland & Water Resource Delineation	\$9,500
04 – Pick Up/Fill In Survey Services	\$42,000
05A – Engineering 30% Design Development (Main Systems)	\$85,000
05B – Engineering 30% Design Development (LS/FM Systems) & Prelim. Impact Fee/Rate Study/Funding Package	\$83,380
06 – MDT & FWP Coordination	\$8,000
TOTAL	\$315,880

Schedule

WGM is prepared to begin work within 3-weeks of contract execution. Field data collection is subject to seasonal conditions and is anticipated to commence in late May (post snowmelt). The above scope is anticipated to be completed in 6- to 9-months. Deliverable schedule for individual phases will be coordinated with Client and AE2S to support timely project advancement.

WGM Group, Inc. Acceptance of Work Order:

Mace Mangold

Senior Project Engineer

_____ (sign)

_____ (date)

Client Authorization to Proceed with Work Order:

Scott Altman

GCCWSD President

_____ (sign)

_____ (date)

Subconsultant Work Scopes



WGM Group, Inc.
Gallatin Canyon Wastewater Collection and Disposal
AE2S PROJECT NO.: P13277-2023-002

Attachment A-1: Scope Definition

This is Attachment A-1, referred to in and part of the Agreement Between Engineer and Subconsultant for Professional Services – Task Order Edition, dated _____ ("Agreement").

Project Overview

The following scope is for Preliminary Design for the Gallatin Canyon Wastewater Collection and Disposal project.

Big Sky County Water and Sewer District (BSCWSD) is partnering with the Gallatin Canyon County Water and Sewer District (GCCWSD) to complete this monumental project to centralize wastewater collection, treatment, and disposal for the Gallatin Canyon thereby helping the Canyon reduce its current environmental impacts and prevent its longer-term impacts on the Gallatin River and local drinking water wells. Detailed in the 2021 WGM and AE2S Gallatin Canyon Sewer Preliminary Engineering Report (PER), this project includes a new sewer collection system for the Canyon Area with high quality treatment provided by the Big Sky WRRF and effluent reuse by aquifer recharge.

The effort will consist of two parallel projects where one will be owned by BSCWSD and the other by GCCWSD. The project owned by BSCWSD includes the Canyon Area Lift Station that will be located southwest of the intersection of Lone Mountain Road (Hwy 64) and US 191 for conveyance of wastewater west along Hwy 64 to the Big Sky WRRF. A second lift station is needed as the total dynamic head (TDH) required to convey wastewater from the 64/191 intersection is greater than the capability of typical (easily obtained) raw wastewater pumps. The lift stations and force main will bring Canyon Area wastewater to the Big Sky WRRF for treatment at the upgraded and expanded Membrane Bioreactor (MBR) facility currently in construction. Wastewater will be screened, de-gritted, treated through a series of anaerobic/anoxic/aerobic zones to maximize biological nutrient removal, nearly all the particulate solids will be removed by the membrane filtration system, and disinfected by UV. Biosolids will be aerobically digested, dewatered, and composted with sawdust and coarse green waste. A portion of high-quality effluent will be gravity fed in a reuse pipeline parallel to the force main on 64 and reused by aquifer recharge throughout the Canyon Area.



The project owned by GCCWSD includes the collection system with roughly five miles of sewer collection gravity main along Highway 191 and throughout the existing Canyon Area development corridor. Wastewater will be conveyed largely by gravity to the Canyon Area Lift Station that is the general scope boundary of the two projects. AE2S will assist WGM / TD&H with overall QA/AC and flow generation development and projections that inform the basis of design for the BSCWSD project. A small portion of the Canyon Area flow will need to be pumped and AE2S will design the small submersible pump lift station, force main to the Canyon Area Lift Station, and the force main crossings with West Fork Gallatin River and Hwy 64.

The proposed Preliminary Engineering includes:

- Development of preliminary funding strategy.
- Assist in the development of a preliminary funding package.
- Stakeholder identification and communication strategy development and implementation.
- Establish basis of design:
 - Wastewater generation over time.
 - Odor control technology for lift station.
 - Location of lift station.
 - Commercial Center / Island service area connection between 64/191 intersection and West Fork Gallatin River / Gallatin River intersection
 - Pump and force main sizing.
 - Selection of equipment and instrumentation acceptable manufacturers.
 - Force main material.
 - Force main alignment.
- Assist in Development of the Basis of Design Report.
- 30% Engineering Design for submersible lift station, force main, and force main Hwy 64 crossing.

Assumptions

- Site survey, wetland delineation, and geotechnical exploration work of the Canyon Area gravity collection system, force main, submersible lift station and reuse pipeline (by Others).
- Federal, state, county, and environmental permitting (by Others).
- ROW, easements, and land acquisition evaluation (by Others).

Scope Summary

Phase 01 - Project Management	
<i>Subtasks</i>	1.1 Development of the scope, schedule, and budget: <ul style="list-style-type: none"> • Clearly define project objectives and steps to achieve objectives with the Engineer. • Identify milestones and critical deadlines of the project that meet the Engineer’s expectations. • Develop the budget based on the previously defined objectives and identified milestones and refine according to consultations with the Engineer. 1.2 Project management



	<ul style="list-style-type: none"> • Manage internal schedule and workload • Project planning and development of scope, schedule, and budget • Assist Engineer with preparation and submittal of contract documents to satisfy any funding conditions <p>1.3 Project Team Coordination</p> <ul style="list-style-type: none"> • Facilitate meetings with Engineer • Update Project Team and Engineer on project status and communicate recommended project decisions • Refine decisions with Engineer integral to the design process • Clearly define and communicate project decisions to subconsultants and Engineer to reduce the likelihood of future design and construction changes • Prepare and submit monthly invoices for progress payments <p>1.4 Stakeholder Identification</p> <ul style="list-style-type: none"> • Determine Impacted Residents • Identify Community organizations • Coordination with Agencies <p>1.5 Finalize Work Plan</p> <ul style="list-style-type: none"> • Coordinate with Project Team to determine Approach • Outline Work Plan • Owner review, incorporating any comments
<i>Deliverables</i>	<ul style="list-style-type: none"> • Client meeting agendas, minutes, and presentation slides <ul style="list-style-type: none"> ○ Three (3) meetings total • Monthly progress updates
<i>Total (Proposed Hours/Total Fee)</i>	<ul style="list-style-type: none"> • 40 • \$9,700

Phase 03 – 30% Design: The 30% Design provides specific, detailed design criteria for equipment and ancillary systems, and builds upon previous work.

<i>Subtasks</i>	<p>3.1 Project Management</p> <ul style="list-style-type: none"> • Track, plan, and coordinate design team and tasks to maintain schedule, scope, and budget • Regularly communicate with Project Team and District to ensure project questions and concerns are addressed <p>3.2 Critical Success Factors Identification</p> <ul style="list-style-type: none"> • Work with project team and Owner to identify key Critical Success Factors (CSFs) • Outline Project Team plan for execution of CSFs <p>3.3 Preliminary Impact Fee and Rate Study</p> <ul style="list-style-type: none"> • Identification of residents and commercial entities that will tie in to proposed sewer network • Projection of anticipated Canyon Area development over lifespan of project • Preliminary estimate of Impact Fees and conceptual rates for customers
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	<p>3.4 Preliminary Funding Package</p> <ul style="list-style-type: none"> • Identify and evaluate potential sources of funding • Communication with key potential sources of funding • Develop conceptual funding package plan • Prepare conceptual funding package report and present for Owner Review <p>3.5 Stakeholder Coordination</p> <ul style="list-style-type: none"> • Determine key goals for stakeholder communication and coordination • Initial correspondence with community partners, i.e., Gallatin River Task Force, etc. • Ongoing coordination with BSCWSD project team to ensure overall cohesiveness <p>3.6 Force Main, River and Highway 64 Crossing Design, Commercial Island service area connection</p> <ul style="list-style-type: none"> • Finalize pipe size and material with Engineer • Determine ideal location for crossing • Preliminary plan and profile in coordination with Engineer, including conceptual manhole locations and elevations <p>3.7 Submersible Lift Station Design</p> <ul style="list-style-type: none"> • Finalize location of submersible lift station • Establish basis of design • Odor control • Preliminary electrical design and backup generator selection • I&C description <p>3.8 Reuse Pipeline Design</p> <ul style="list-style-type: none"> • Identify key design restraints • Pipeline sizing and material selection • Preliminary force main and reuse pipeline alignment • Coordination between BSCWSD Project and WGM to ensure effective design synchronicity <p>3.9 30% EOPCC</p> <ul style="list-style-type: none"> • Develop preliminary Engineers Opinion of Probable Cost Estimate <p>3.10 30% Design Submittal Production</p> <ul style="list-style-type: none"> • Track, plan, and coordinate design team and tasks to maintain schedule, scope, and budget • Regularly communicate with subconsultants and Engineer to ensure project questions and concerns are addressed <p>3.11 30% Design QA/QC</p> <ul style="list-style-type: none"> • Internal 30% Design QA/QC Review • Assist Project Team with design QA/QC as necessary <p>3.12 Owner Review</p> <ul style="list-style-type: none"> • Presentation of 30% Design deliverables to Owner in Workshop • Incorporate Owner feedback into design <p>3.13 Project Expenses</p>
<i>Deliverables</i>	<ul style="list-style-type: none"> • 30% Design Drawings, digital copies delivered via email and on two USB drives:



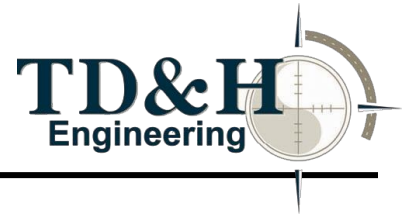
	<ul style="list-style-type: none"> ○ General sheets (Process flow schematic, Design definition) ○ Site layout and major pipeline routing ○ P&IDs ● 30% Design Workshop ● 30% Design Presentation to District
<i>Total Proposed Hours and Fees</i>	<ul style="list-style-type: none"> ● 281 ● \$66,100

Phase 030 Schedule:

- **TBD (Expecting 3 – 6 months)**

EXHIBIT A - SCOPE AND FEE DESCRIPTION

Big Sky Canyon Sewer Project
February 27, 2023

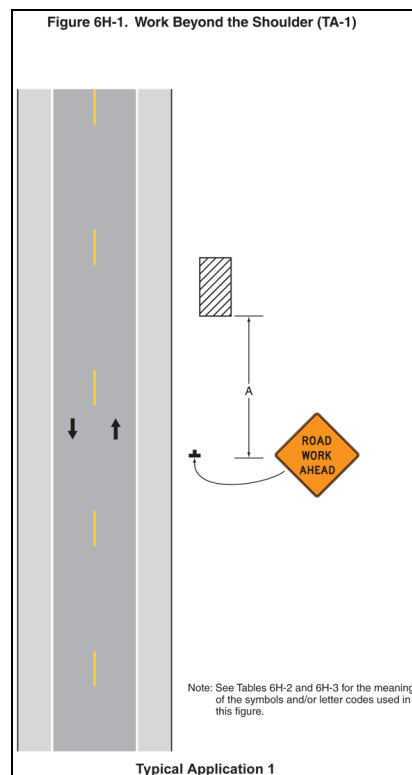


SCOPE OF SERVICES

1. GEOTECHNICAL SCOPE OF SERVICES

A. Field Investigation

We propose using drilled borings to investigate the planned alignment for the proposed sewer improvements and lift stations to be located along U.S. Highway 191 near Big Sky, Montana. Based on the preliminary plan and profile information provided, a total of ten borings with depths ranging from 15 to 40 feet are anticipated. No coring is planned for this project should bedrock formation be encountered. For the purposes of this proposal we have assumed that boring locations can be located such that all work will be performed off the existing highway and the Montana Department of Transportation (MDT) Encroachment Permit will not require traffic control measures beyond signage indicating workers in the area in accordance with MUTCD Typical Application 1 for Work Beyond the Shoulder (See Below).

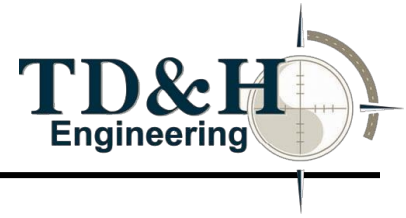


During drilling, the subsurface profile will be observed and logged by an experienced geotechnical engineer. Samples will be collected as augering proceeds for use in a limited laboratory testing program to verify in-situ soil classifications.

Prior to our field investigation we will call in the required One Call Utility locates and complete an Encroachment Permit application with MDT. Our field scope of work does not include determining the presence or absence of subsurface soil and ground water

EXHIBIT A - SCOPE AND FEE DESCRIPTION

**Big Sky Canyon Sewer Project
February 27, 2023**



contamination. However, if contamination is suspected during our fieldwork, we will notify you at once. We have assumed that borings may be backfilled with available cuttings generated during drilling and excess cuttings can be dispersed along the highway shoulder.

B. Laboratory Program

Samples collected during drilling will be analyzed in our construction materials testing laboratory to determine the appropriate physical and engineering properties. A limited laboratory testing program consisting of the following is proposed for this project:

- Visual identification and moisture content
- Sieve analysis (gradation)
- Atterberg Limits

These tests are based on our assumptions for site geology and may be modified based on actual field conditions.

We do not anticipate the need for any additional field work or laboratory testing beyond that which is described; however, if site conditions appear to warrant additional work or testing, we will inform you of our findings and await your direction before modifying this scope of work. Samples from the geotechnical investigation will be stored for a period of one month following submission of the completed geotechnical report at which time they will be discarded unless prior arrangements have been made for sample storage.

C. Analysis and Report

Field data and laboratory test results will be analyzed to determine soil properties and prepare recommendations for the design and construction of the lift station structures. Conditions will be summarized along the proposed utility installation route along with engineering discussions regarding anticipated soil and ground water conditions. The results of our field and laboratory studies and engineering analyses, along with our recommendations for lift station design, will be summarized in a geotechnical engineering report. The report will include copies of all boring logs, laboratory test reports, and a site plan showing the approximate location of the borings.

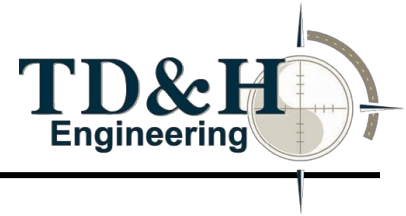
ASSUMPTIONS

The scope of work and fee outlined are based on the following assumptions. We reserve the right to modify the project scope and fee should any of the assumptions be incorrect.

- Subsurface conditions are anticipated to consist of predominantly gravelly soils containing frequent large cobbles and boulders overlying shale, sandstone, or limestone bedrock formations at depth.
- All borings can be located at least 15 feet off the edge of the existing highway and will be accessible to conventional truck-mounted drilling equipment. Traffic control will be

EXHIBIT A - SCOPE AND FEE DESCRIPTION

**Big Sky Canyon Sewer Project
February 27, 2023**



limited to the signage as outlined in MUTCD Typical Application 1 for Work Beyond the Shoulder.

- No special site restoration will be required upon completion of drilling. Borings may be backfilled with spoils generated during drilling and excess soil cuttings dispersed near the drilling site.
- Requirements set forth in the Encroachment Permit which must be obtained from MDT prior to drilling which mandate any requirements other than those assumed above will be subject to changes in the proposed scope and fee for this project.

SCHEDULE AND FEE

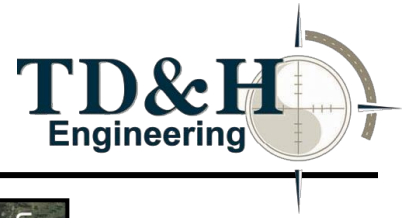
1. PRELIMINARY SCHEDULE

The subcontract driller to be utilized for this project is currently scheduled out into late May. We cannot place this project on their schedule until formal notice to proceed and a signed agreement are completed; however, fieldwork performed in late May to early July are anticipated. The field investigation is anticipated to require one week to complete. Subsequent laboratory testing and report preparation may take up to four to six weeks following the completion of the field investigation.

Schedule of Lump Sum Fee		
Task #	Description	Fee
1	Geotechnical Investigation & Report	\$38,000
	TOTAL	\$38,000

Our scope of work includes driller operator and equipment fees and assumed limited traffic control expenses.

EXHIBIT A - SCOPE AND FEE DESCRIPTION
Big Sky Canyon Sewer Project
February 27, 2023



**Before the Gallatin County Canyon
Water and Sewer District**

Petition for Annexation

Whereas, (insert name of landowner) (“Petitioner”) owns all that real property set out and described on Exhibit A hereto in Gallatin County, Montana; (the “Lands”);

Whereas, Petitioner wishes to incorporate the Lands within the boundaries of the Gallatin County Canyon Water and Sewer District (the “District”), and otherwise annex the Lands within the District;

Whereas, the District does not presently own or have access to wastewater treatment and/or disposal, or water diversion and distribution facilities for either the Lands or any property currently within its boundaries;

Whereas, the District is assessing and evaluating an agreement with the Big Sky County Water and Sewer District to provide for wastewater treatment from the District;

Whereas, notwithstanding the current lack of water and wastewater facilities and service, Petitioner desires to incorporate the lands within the boundaries of the District;

Whereas, the District will not assess or otherwise charge landowners within its boundaries any fee, cost, or other expense unless and until it enters into contracts or agreements with the Big Sky Water and Sewer District to provide for wastewater treatment within the District, or otherwise enters in contracts or agreements to procure facilities to provide for such treatment;

Whereas, in the event that Petitioner gives notice in writing to the District of its intent to exclude its Lands from the District within sixty (60) calendar days of the effective date of any agreement or contract with the Big Sky Water and Sewer District to provide for wastewater treatment, or within sixty (60) calendar days of the effective date of any agreement or contract to otherwise procure facilities to provide for such treatment, then and in that event the District shall by resolution exclude any Lands owned by Petitioner from the District;

(include where applicable) Whereas, Petitioner presently owns and uses a wastewater system and groundwater well on the Lands that are exercised to provide water and treatment in amounts that equal (insert) Equivalent Domestic Unit, as that term is used by the Department of Environmental Quality;

(include where applicable) Whereas, Petitioner does not intend to retire or otherwise eliminate the presently existing wastewater system and groundwater well used on the Lands solely as a result of annexing such lands within the District;

NOW THEREFORE, in accordance with the foregoing recitals, Petitioner requests that the District adopt a resolution annexing those lands set forth in Exhibit A hereto within the boundaries of the District.

Dated this _____ day of _____, 2023

Petitioner

By: _____

**SUBRECIPIENT AGREEMENT BETWEEN GALLATIN COUNTY AND THE
GALLATIN CANYON COUNTY WATER AND SEWER DISTRICT REGARDING USE
OF AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR THE GALLATIN
CANYON WATER PRELIMINARY ENGINEERING REPORT (PER)
ASSISTANCE LISTING (CFDA) #21.027**

This Subrecipient Agreement (“Agreement”) is entered between **Gallatin County, Montana**, with its principal offices located at 311 West Main Street, Room 306, Bozeman, Montana 59715 (“County”) and Gallatin Canyon County Water and Sewer District located at PO Box 160095 Big Sky, MT 59716 (“GCCWSD”), collectively referred to herein as the “Parties”.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds, which comprise the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program;

WHEREAS, the SLFRF program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and state and local governments’ efforts to contain impacts on their communities, residents, and businesses;

WHEREAS, the County is the recipient of a SLFRF award from the federal government;

WHEREAS, GCCWSD has applied to the County for a subaward to prepare a Preliminary Engineering Report for a potential public water system as further described below (the “Project”), which will assist the County by helping to ensure a sustainable and safe water supply for the local community;

WHEREAS, one of the four statutory eligible uses of a SLFRF award is to make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, this Agreement will enable the Parties to cooperatively implement and distribute the County’s SLFRF funding through the subaward to GCCWSD;

WHEREAS, the County, as the direct federal grantee of appropriated funds by the U.S. Department of Treasury (“Treasury”), has determined that the subaward to GCCWSD for the Project is in the best interest of the County and its recovery from the pandemic; and

WHEREAS, through this Agreement, the Parties have certified their compliance with applicable federal laws and regulations, as required by the Treasury.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM: This Agreement is effective from the date of execution and shall remain in effect until no later than **June 30, 2024**, by which date the payment of all expenses must be final. The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by GCCWSD for the Project prior to the execution of this Agreement are to be compensated under the terms of this Agreement.

2. DESCRIPTION OF PROJECT. The Project concerns the completion of a preliminary engineering report (PER) to better understand the following items:

- Drinking water infrastructure and management in the Gallatin Canyon Water and Sewer District (GCCWSD) and its expected future boundaries.
- The options for ensuring safe and sustainable drinking water supply in the GCCWSD and its expected future boundaries.
- Have a preliminary planning tool.

The Project complies with restrictions set forth in the use of SLFRF awarded funds in that it is for necessary investments in water, sewer, or broadband infrastructure, within the Expenditure Category 5.11- Clean Water: Transmission & Distribution.

Subrecipient shall cause the plans and specifications for the Project to be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Subrecipient also shall submit or cause to be submitted the plans and specifications to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Subrecipient agrees that all construction will be in strict accordance with DEQ approved plans and specifications.

A final Montana Environmental Policy Act (MEPA) (§ 75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the Montana Department of Natural Resources and Conservation (DNRC) before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice. It is GCCWSD's responsibility to comply with MEPA and to provide all required information requested by DNRC and the County related to any required MEPA decision.

3. SLFRF SUBAWARD. The County agrees to award GCCWSD **\$25,000** in SLFRF funding for the Project, subject to all terms and conditions of this Agreement.

4. USE OF FUNDS. GCCWSD may use the SLFRF subaward to fund eligible costs incurred beginning March 3, 2021 and up to **June 30, 2024**. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from the subaward. GCCWSD may use the subaward to cover both direct and indirect costs.

GCCWSD shall use the SLFRF funds in compliance with the SLFRF Award Terms and Conditions (attached hereto and incorporated herein by reference), the Treasury’s Final Rule, and all other applicable state and federal laws and regulations, now in effect or that hereafter become effective. In addition, GCCWSD shall provide to the County proper documentation supporting determinations of costs and applicable compliance requirements and identifying how the requirements have been satisfied, as well as all other documentation necessary for the County’s completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

GCCWSD understands and agrees that the funds disbursed under this Agreement may be used only in compliance with Section 603(c) of the Social Security Act, the Treasury’s regulations implementing that section, and the guidance issued by the Treasury regarding the foregoing. GCCWSD shall determine, prior to engaging in any project using this assistance, that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. The GCCWSD agrees that the funds shall be used only in accordance with and in furtherance of the Project.

Any transfer of funds between budget categories as identified herein requires written notification and approval by the County.

5. QUARTERLY INVOICE AND PROGRAM REPORTS. GCCWSD agrees to comply with all reporting obligations established by the Treasury or required by the County as they relate to this award. GCCWSD agrees to provide to the County detailed monthly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to GCCWSD for payment relating to the Project, receipts showing GCCWSD has paid the bills, and the estimated final costs of completing the Project. Templates for quarterly invoicing and quarterly program reports are incorporated herein as Exhibits A and B and shall be submitted by GCCWSD on the following schedule:

Report	Fiscal Year	Quarter	Period Covered	Due Date
1	2023	4	Apr 1 – Jun 30, 2023	Jul 15 th , 2023
2	2024	1	Jul 1 – Sep 30, 2023	Oct 15 th , 2023
3	2024	2	Oct 1 – Dec 31, 2023	Jan 15 th , 2024
4	2024	3	Jan 1- Mar 31, 2024	Apr 15 th , 2024
5	2024	4	Apr 1 –Jun 30, 2024	Jul 15 th , 2024

6. PAYMENTS. Upon receipt of GCCWSD’s quarterly invoice and quarterly program report, the County will issue a reimbursement for the documented expenditures or will deny the requested reimbursement, in whole or in part, with a written statement detailing items not approved for reimbursement and the reason(s) for disapproval. The County may disapprove a requested reimbursement or a portion thereof based upon GCCWSD’s failure to comply with any material provision of this Agreement, including strict compliance with all reporting obligations.

7. MAINTENANCE OF AND ACCESS TO RECORDS. GCCWSD shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, the Treasury’s regulations implementing that section, and guidance issued by the Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of GCCWSD in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of SLFRF expenditures shall be maintained by GCCWSD for a period of five (5) years after all funds related to the Project have been expended or returned to the County, whichever is later. GCCWSD shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. GCCWSD agrees that the County and its agents may, at any reasonable time, inspect or audit all records that GCCWSD maintains pertaining to the Project to verify compliance with this Agreement. In addition, the County may require with reasonable cause and notice the GCCWSD to submit to an audit by a Certified Public Accountant or other person acceptable to the County, paid for by the GCCWSD. The County may terminate this Agreement upon any refusal of GCCWSD to allow access to records necessary for the County, its agent, or any auditor to conduct any audit or inspection.

GCCWSD further agrees that, if it is receiving \$750,000 or more in federal funds within a fiscal year, it shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a “Uniform Guidance Audit” (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.

8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. GCCWSD shall conform with all applicable state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Compliance and Reporting Guidance SLFRF Version 5.0 (September 20, 2022), and as such Guidance may be amended, the Treasury’s Final Rule, 31 CFR Part 35. In addition, the Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards in 2 CFR 200.

Further, GCCWSD agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. GCCWSD also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and GCCWSD shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided

by the Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;

- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19;
- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
- F. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital

status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

As a condition of receiving this award, GCCWSD agrees to abide by the assurances stated in the “Assurances of Compliance with Civil Rights Requirements” attached hereto and incorporated herein by this reference. Further, GCCWSD shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

GCCWSD also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Labor Preference (§ 18-2-403, MCA) for work defined as “public works” per § 18-2-401, MCA;
- B. Prevailing Wage Rates (§ 18-2-403, MCA);
- C. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- D. Professional Licensure requirements (Title 37, MCA);
- E. Registration and Withholding (Title 39, Chapter 9 and Title 15, Chapter 50, MCA)
- F. Subcontractor Payments (Title 18, Chapter 2, Part 21, MCA);
- G. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- H. Montana Worker’s Compensation Act (Title 39, Chapter 71, MCA);
- I. Public Contracting and Procurement (Title 18, MCA); and
- J. Montana Environmental Protection (Title 75, MCA).

9. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: GCCWSD has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. GCCWSD has not been hired by the County to perform any work for or on behalf of the County. GCCWSD shall remain responsible for all work performed and for the completion of the Project. In performing the Project, GCCWSD is not an agent, employee, or independent contractor of the County. The agents, employees, and independent contractors associated with or hired by GCCWSD relating to the Project are not agents, employees, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between GCCWSD, its agents, employees, or independent contractors, and the County for the Project or otherwise.

10. CONFLICTS OF INTEREST: GCCWSD understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. GCCWSD must disclose in writing to the County and the Treasury any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

11. REMEDIAL ACTIONS: In the event of the GCCWSD's noncompliance with Section 603 of the Social Security Act, other applicable laws, the Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions on the receipt of a subsequent tranche of award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

12. HATCH ACT: GCCWSD agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13. FALSE STATEMENTS: GCCWSD understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and any other remedy available by law.

14. PUBLICATIONS: Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number ARPA awarded to Gallatin County by the U.S. Department of the Treasury."

15. DEBTS OWED: Any funds paid to GCCWSD: (1) in excess of the amount to which GCCWSD is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General or the County to have been misused; or (3) that are determined by the Treasury or the County to be subject to a repayment obligation pursuant to Section 603(e) of the Social Security Act and have not been repaid by the GCCWSD shall constitute a debt to the County. Any debts determined to be owed must be paid promptly to the County by GCCWSD. A debt is delinquent if it has not been paid by the date specified in the Treasury's or County's initial written demand for payment, unless other satisfactory arrangements have been made or if GCCWSD knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. County will take any actions available to it to collect such a debt.

16. DISCLAIMER: The County expressly disclaims any and all responsibility or liability to GCCWSD or third persons for the actions of GCCWSD or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this

Agreement or any other losses resulting in any way from this award, the Project, or any contractor or subcontract under this Agreement. The acceptance of this award by GCCWSD does not in any way establish an agency relationship between the United States and County or County and GCCWSD.

17. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, GCCWSD shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of GCCWSD, or of its contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GCCWSD shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

18. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GCCWSD shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

19. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the GCCWSD shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and GCCWSD shall establish workplace safety policies to decrease accidents caused by distracted drivers.

20. PURCHASE AND MANAGEMENT OF REAL PROPERTY OR EQUIPMENT. Any purchase of real property or equipment by GCCWSD with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment or real property acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment and real property will vest in GCCWSD and may only be disposed of in compliance with 2 CFR 200.311 and 2 CFR 200.313.

21. INDEMNIFICATION. GCCWSD shall protect, indemnify, defend, and save the County and its officers, employees, and agents harmless from and against any and all claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees, arising in favor of or asserted by any person or entity which are, or are alleged to be the result of, in whole or in part, any acts, errors, or omissions of GCCWSD, its employees, agents, or independent contractors, in connection with the Project or GCCWSD's failure to comply with the terms of this Agreement. The duty of GCCWSD to defend is not contingent upon an admission or jury determination that GCCWSD committed any negligent acts or engaged in any willful misconduct. GCCWSD shall pay the reasonable costs and attorney fees incurred by the County in establishing its right to defense or indemnification provided herein.

22. ASSIGNMENTS. The Parties mutually agree that there will be no assignments, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

23. MODIFICATIONS. This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

24. SEVERABILITY. It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25. TERMINATION. The County may suspend or terminate this Agreement if the GCCWSD materially fails to comply with any term herein or with applicable rules and regulations established for use of the SLFRF funds by the Treasury. The County shall provide GCCWSD thirty (30) days written notice by registered mail or personal delivery. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period. Upon such termination and, at the County's option, GCCWSD shall return to the County all grant funds previously issued to GCCWSD. In addition, the County may bring such legal action as may be necessary to enforce this Agreement.

26. MONTANA'S LAW AND VENUE. The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 18th Judicial District in and for the County of Gallatin, Montana.

27. PUBLIC ACCESS TO INFORMATION. GCCWSD acknowledges the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.

28. NON-WAIVER. No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.

29. REMEDIES CUMULATIVE. The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

30. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS. This Agreement will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

31. PROJECT MONITORING & ACCESS FOR INSPECTION AND MONITORING. The County, or their agents may monitor and inspect all phases and aspects of GCCWSD's performance to determine compliance with this Agreement, including the adequacy of records and accounts. The Subawards are publicly funded and require GCCWSD to accommodate all requests for public access to the site and project records with due consideration for safety, private property rights, and convenience of all parties.

GALLATIN CANYON COUNTY WATER AND SEWER DISTRICT

BY: _____
Scott Altman
District President

DATE: _____

GALLATIN COUNTY, MONTANA

BY: _____
Zach Brown
Chair, County Commission

DATE: _____



REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES FOR COMPLETION OF A WATER PRELIMINARY REPORT

**FOR THE GALLATIN CANYON COUNTY WATER AND
SEWER DISTRICT IN BIG SKY, MONTANA**

PROPOSALS MUST BE RECEIVED NO LATER THAN: **Friday,**

June 9, 2023 at 3:00 PM MST



REQUEST FOR QUALIFICATIONS (RFQ) FOR THE GALLATIN CANYON COUNTY WATER AND SEWER DISTRICT WATER PRELIMINARY ENGINEERING REPORT

NOTICE TO ENGINEERING CONSULTING FIRMS: Notice is hereby given by the Gallatin Canyon County Water and Sewer District (District) that it will receive written Statements of Qualifications (SOQ's) to perform engineering and associated public and agency outreach for the completion of a board approved Water Preliminary Engineering Report (PER).

I. PURPOSE

1. Project Background

The Gallatin Canyon County Water and Sewer District (GCCWSD) was formed in December 2020, with the immediate intention of pursuing a new solution to wastewater management in the Canyon Area. They have since seen the need to consider a possible public water management solution as well.

The Canyon Area, along the Gallatin River and Highway 191 near Big Sky, MT, is an unincorporated community of approximately 1,000 people. The Canyon Area consists of a sprawling mix of commercial-industrial area, residential areas with relatively low density, and open space. The area is developing rapidly. The existing population is served by a patchwork of private individual wells and a few small privately owned public systems. Numerous drinking water wells in the project area are shallow and draw from the same aquifer that the septic systems discharge to, and therefore are more susceptible to contamination.

GCCWSD is currently planning construction of a centralized sewer collection system which will progressively retire septic systems and provide significantly improved effluent and aquifer quality. Treatment will be provided at the Big Sky County Water and Sewer District's upgraded wastewater reclamation and reuse facility (WRRF), resulting in high quality effluent that is returned to the Canyon Area for groundwater discharge using large central recharge galleries. Although the human health risk is substantially improved, the scale of planned discharge results in increased DEQ requirements with respect to documenting risk to down-gradient drinking wells.

Additionally, limited water rights are an issue for some existing and many potential uses in the area. The GCCWSD would like to explore the impacts of consolidation of water rights for use as a public water system. They would also like to evaluate potential to promote water conservation through comprehensive water supply planning and management.

GCCWSD believes that it is time to start evaluating current and anticipated drinking water conditions and exploring potential improvements. The GCCWSD has secured \$25,000 in ARPA grant funds from Gallatin County for this PER and an additional \$25,000 in matching funds. Estimated timeline for completion is 3- to 6-months.

II. SCOPE OF WORK

Engineering

Professional services may include, but are not limited to the following:

1. Engineering Services: Complete a preliminary engineering report (PER) evaluating drinking water conditions and potential solutions for the GCCWSD and its anticipated future extent that meets Montana Uniform Application requirements. This includes presenting at and facilitating at least one public meeting prior to board adoption of the PER.

Water Rights

Professional services may include, but are not limited to the following:

1. Water Rights Services: Evaluate available water rights and potential to consolidate for municipal use, along with identifying options for water right capacity expansion through means of mitigation or other mechanisms available based on current Montanan Department of Natural Resources and Conservation (DNRC).

III. PROPOSAL SUBMITTAL

Prospective firms should include the following in their Statement of Qualifications:

1. Firm Qualifications: This section should support the company experience and competence associated with the scope of work described herein. The firm must be familiar with all applicable Montana law as it relates to the scope of work. Describe related experience on three to five projects similar in scope. List any firm experience working with the District.

Statements must clearly identify any elements of the proposed scope of work that would not be provided by the prime engineering consulting firm. Any sub-consultants which comprise the respondent team must be identified along with their qualifications and a description of past working history between the firms.

2. Key Personnel: List key personnel assigned to the project, including applicable education, applicable experience, any relevant specialized training and the person's primary office location. No substitutions of key personnel listed in the proposal will be allowed without written approval of the District.
3. Project Approach: Provide a description of the firm's project understanding and technical approach for completing Part II. SCOPE OF WORK, and any supplemental services that may be in the best interest of the District.
4. Availability: Demonstrate capability to meet time and project budget requirements including present and projected workloads of proposed team members.
5. Additional Information: Any relevant information the consultant believes the District officials should consider during SOQ review and ranking.

The submitted documents shall be limited to 10 pages, excluding cover letter, table of contents, cover/divider sheets and resumes. Page size is to be 8.5 x 11 inches.



Questions or clarifications regarding this RFQ will be considered in writing until **5:00 pm local time on June 2, 2023**. Responses to questions or clarifications will be published by the

District and posted on the District’s website **on June 5, 2022**. Questions should be submitted in writing to:

Scott Altman, District President
Gallatin Canyon County Water & Sewer District
gallatincanyonwsd@gmail.com

Interested firms should submit three printed and one digital copy (PDF format on CD or thumb drive) of their Statement of Qualifications in an enclosed envelope titled “Gallatin Canyon Water SOQ” by 3:00 pm local time on June 9, 2023 to the BSCWSD office:

Big Sky County Water & Sewer District
ATTN: Scott Altman, GCCWSD President
P.O. Box 160670
561 Little Coyote Rd
Big Sky, MT 59716

IV. SELECTION OF CONSULTANT

All SOQ’s submitted in accordance with these instructions will be evaluated by a selection committee assigned by the District Board. At the Committee’s discretion, one or more qualified candidates may be interviewed at which time additional information may be requested. Tentative consultant selection scheduling anticipates contract negotiations in **June 2023 for District Board award consideration at the July 2023 meeting**. Notice to Proceed is expected immediately following execution of the Professional Services Agreement. There is no guaranteed minimum amount of work.

Evaluation Criteria

- 10%** Overall quality of the proposal including clarity of the submittal and responsiveness to the Request for Qualifications.
- 20%** Qualifications of personnel who would be assigned to the project and the project team’s experience, as a group.
- 25%** Prior experience with similar projects.
- 20%** Present and project workloads and ability to meet time and budget requirements
- 15%** The firm’s recent and current work for the District.
- 10%** Office location for personnel who would be assigned to the project.

The District Board reserves the right to select the firm and accept the proposal deemed to be in the best interest of the District. This solicitation is being offered according to Federal and State statutes governing the procurement of professional services. Accordingly, the District Board reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate. Compensation for activities will be negotiated following selection of an engineering firm. The District is an Equal Opportunity Employer.