

**AMENDMENT THREE TO PROJECT AGREEMENT
GILLETTE MADISON PIPELINE JOINT BONDING PROJECT**

1. **Parties.** This Amendment Three to Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Project Agreement between the COMMISSION and the SPONSOR which was duly executed on September 27, 2005 and which became effective September 27, 2005. The purpose of this Amendment is to effectuate 2014 Wyo. Sess. Laws, Ch. 100, modifying the PROJECT reversion date.

3. **Term of the Amendment.** This Amendment shall commence immediately upon the last required signature being affixed hereto, and shall remain in full force and effect through the term of this Project Agreement.

4. **Specific Changes.**

A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.R. of the Project Agreement is amended as follows:

4.R. The SPONSOR agrees that it will complete the PROJECT and that it shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2015 and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

B. The SPONSOR agrees that it will ensure the PROJECT work is in compliance with Governor's Executive Order 2011-5 Sage Grouse Core Population Area Strategy.

C. Prior to incurring increased PROJECT contract budget cost increases for engineering design and construction phase contract administration services, the SPONSOR shall provide to the COMMISSION and obtain authorization for such proposed increased changes to the PROJECT'S budget.

5. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, and all prior amendments to the Project Agreement shall remain unchanged and in full force and effect, including Amendment One to the Project Agreement which was duly executed November 14, 2006 and which became effective November 14, 2006 and Amendment Two to the Project Agreement which was duly executed September 3, 2009 and which became effective September 3, 2009.

6. Entirety of Agreement. This Amendment Three consisting of three (3) pages, Amendment Two, consisting of three (3) pages, and the original Project Agreement, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Three to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

WYOMING WATER DEVELOPMENT COMMISSION


K. Jeanette Sekan, Chairwoman

6/4/2014
Date


Sheridan Little, Secretary

6/4/14
Date

ATTEST:


Kateri Jacobson

CITY OF GILLETTE

John Opseth, Mayor

Date

ATTEST:

Karlene Abelseth, Clerk

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 # 113329
S. Jane Caton, Senior Assistant Attorney General

5-19-14
Date