



TOWN COUNCIL REGULAR MEETING

APRIL 01, 2026 at 6:00 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

AGENDA

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilman Oxford
__Councilman Fluty __Councilman Barkhurst

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

- [3\)](#) Meeting Minutes - March 18, 2026
- [4\)](#) Special Meeting Minutes - March 23, 2026

APPROVAL OF THE BILLS

- 5) Deposits - \$156,008.23
- [6\)](#) Accounts Payable - \$58,430.24
- [7\)](#) Transmittals - \$23,990.68
- [8\)](#) Payroll - \$43,287.07

CORRESPONDENCE

- [9\)](#) Wyoming Children's Trust Fund and Prevent Child Abuse Wyoming
- [10\)](#) Platte Valley Chamber of Commerce - Annual Meeting

ITEMS FROM THE PUBLIC

- 11) Special Event Permit - Briana Fall - Food Truck at Palomino Hat Bar
- [12\)](#) Special Event Permit - Jamie Messina - Town Clean Up

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

- [13\)](#) Boys & Girls Club Workshop Date

Police Department

- 14) Public Defender Discussion

Fire Department

Recreation Department

Next meeting is April 6, 2026 at 6:00 PM at the Town Hall Council Chambers

Department of Public Works

[15\)](#) Request for Proposal - Town of Saratoga Scrap Metal-RFP

[16\)](#) Coleman Construction - Contract for Construction of a Small Project

[17\)](#) Engineering Associates - Short Form Agreement

REPORTS FROM BOARDS AND COMMISSIONS

Planning Commission

Next meeting is April 14, 2026 at 5:30 PM at the Town Hall Council Chambers

Water and Sewer Joint Power Board

Next meeting is April 8, 2026 at 6:00 PM at the PVCC

Recreation Commission

Next meeting is April 6, 2026 at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is April 13, 2026 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is April 20, 2026 at 6:00 PM in Hanna

NEW BUSINESS

EXECUTIVE SESSION

To discuss personnel and matters of litigation in accordance with W.S. 16-4-405(a) (ii) and (iii)

Exit executive session noting no action was taken and to seal the minutes at HH:MM PM

FURTHER BUSINESS

ADJOURNMENT

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
WEDNESDAY, APRIL 15, 2026 AT 6:00 PM.**



**TOWN COUNCIL REGULAR MEETING
MARCH 18, 2026 at 6:00 PM**

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

MINUTES

CALL TO ORDER

Mayor Chuck Davis called the meeting to order at 6:00 PM

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilman Oxford
__Councilman Fluty __Councilman Barkhurst
All members of council were present

APPROVAL OF THE AGENDA

Motion to approve agenda for March 18, 2026, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

APPROVAL OF THE MINUTES

- 3) March 4, 2026 - Meeting Minutes
Motion to approve meeting minutes from March 4, 2026, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

APPROVAL OF THE BILLS

Motion to approve all financials for March 18, 2026, made by Councilman Oxford, second by Councilman Cooley. Motion carried.

- 4) Deposits - \$245,988.10
- 5) Accounts Payable - \$159,623.26
- 6) Transmittals - \$45,922.92
- 7) Payroll - \$42,971.38

CORRESPONDENCE

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

Police Department

- 8) Bob Johnson Quote - Replacement MDT x 2 - \$1,946.58
Motion to approve Bob Johnson quote for the replacement of 2 MDTs in the amount of \$1,946.58, made by Councilman Cooley, second by Councilman Oxford. Motion carried.
- 9) Axon - Body Camera and License - \$10,740.35
Motion to approve the purchase of an Axon body camera and license in the amount of \$10,740.35, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

Fire Department

Recreation Department

Next meeting is April 6, 2026 at 6:00 PM at the Town Hall Council Chambers

Department of Public Works

- 10) Water Meters - Ferguson Waterworks Quote - \$48,656.10
Motion to approve purchase of new well water meters from Ferguson Waterworks in the amount of \$48,656.10, made by Councilman Cooley, second by Councilman Oxford. Motion carried.
- 11) New Hire - Carson Everett
Motion to approve the hiring of Carson Everett at a seasonal Weed & Pest \$21.00 an hour PT6 per the 2026 Wage Scale, made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.
- 12) New Hire - Stephen Fletcher
Motion to approve the hiring of Stephen Fletcher at \$22.29 an hour GS2 Step 5, full time Streets Operator, made by Councilman Cooley second by Councilman Oxford, Motion carried.
- 13) ULINE - Picnic Tables - \$21,022.43 w/shipping
Motion to approve purchase of picnic tables for the Lake and Never Forget Park from ULINE, in the amount of \$21,022.43, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

Planning Commission

Next meeting is April 14, 2026 at 5:30 PM at the Town Hall Council Chambers

Water and Sewer Joint Power Board

Next meeting is April 8, 2026 at 6:00 PM at the PVCC

Recreation Commission

Next meeting is April 6, 2026 at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is April 13, 2026 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is April 20, 2026 at 6:00 PM in Hanna

NEW BUSINESS

EXECUTIVE SESSION

Motion to adjourn regular meeting and enter Executive Session at 6:46 PM, made by Councilman Barkhurst, second by Councilman Oxford. Motion carried. motion

Motion to exit Executive Session and reconvene regular meeting at 7:25 PM, made by Councilman Fluty, second by Councilman Cooley. Motion carried.

Motion to deliver notice to Danny McGuire stating the appraisal condition of the offer has been satisfied, made by Councilman Barkhurst, second by Councilman Cooley. Motion carried.

FURTHER BUSINESS

ADJOURNMENT

Motion to adjourn meeting 7:27 PM, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
WEDNESDAY, APRIL 1, 2026 AT 6:00 PM.**

Mayor Chuck Davis

Jennifer Anderson, Town Clerk



TOWN COUNCIL SPECIAL MEETING

MARCH 23, 2026 at 12:30 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
Mayor Chuck Davis called the Special Meeting to order at 12:34 PM
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilman Oxford
__Councilman Fluty __Councilman Barkhurst
All members of Council were present
- 3) Special Meeting - Court Attorney
Motion to approve Mayor Davis to sign Letter of Engagement with Piper Law Group pending the verification of pricing, made by Councilman Barkhurst, second by Councilman Oxford.
Motion carried.

APPROVAL OF THE AGENDA

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

NEW BUSINESS

ADJOURNMENT

Motion to adjourn Special Meeting at 12:48 PM, made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
WEDNESDAY, APRIL 1, 2026 AT 6:00 PM.**

Mayor Chuck Davis

Jenn Anderson, Town Clerk

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Barkhurst Collision Center									
6635	Barkhurst Collision Center	10428	Kenda 275-65-20 Tires (4)-Tire Disposa	03/30/2026	1,324.00	.00		10-421-255	326
Total Barkhurst Collision Center:					1,324.00	.00			
Black Hills Energy									
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 4893 8916 95-Meter# BHE47050	03/19/2026	113.89	.00		10-422-270	326
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 6102 9457 17-Meter# BHE66466	03/19/2026	167.88	.00		51-531-270	326
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 6102 9457 17-Meter# BHE66466	03/19/2026	167.89	.00		52-532-270	326
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 6106 0330 32-Meter# BHE30707	03/19/2026	336.18	.00		10-431-270	326
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 6113 7275 62-Meter# BHE57941	03/19/2026	215.67	.00		10-422-270	326
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 7953 7231 14-Meter# SG528271	03/19/2026	75.69	.00		10-411-270	326
3400	Black Hills Energy	2/16/26-3/17/2	Acct# 7953 7231 14-Meter# SG528271	03/19/2026	75.70	.00		10-421-270	326
Total Black Hills Energy:					1,152.90	.00			
Capital Business Systems, Inc. - TX									
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-T	03/21/2026	92.29	.00		10-411-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-P	03/21/2026	92.29	.00		10-412-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-C	03/21/2026	92.29	.00		10-413-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-P	03/21/2026	334.82	.00		10-421-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-S	03/21/2026	51.27	.00		10-431-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-S	03/21/2026	51.27	.00		10-441-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-H	03/21/2026	51.27	.00		10-442-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-R	03/21/2026	51.27	.00		10-445-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-Ai	03/21/2026	92.29	.00		42-533-270	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-W	03/21/2026	102.55	.00		51-531-240	326
7346	Capital Business Systems, Inc. - TX	41549778	Copier Agreement-2/15/26 to 3/14/26-S	03/21/2026	102.55	.00		52-532-240	326
Total Capital Business Systems, Inc. - TX:					1,114.16	.00			
Capital Business Systems, Inc. - WY									
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	69.27	.00		10-411-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	69.27	.00		10-412-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	69.27	.00		10-413-280	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	184.71	.00		10-421-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	38.48	.00		10-431-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	38.48	.00		10-441-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	38.48	.00		10-442-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	38.48	.00		10-445-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	69.27	.00		42-533-270	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	76.96	.00		51-531-280	326
7400	Capital Business Systems, Inc. - WY	1616031	UCS Contract# 15178-01-4/7/26 to 5/6/	03/30/2026	76.96	.00		52-532-280	326
Total Capital Business Systems, Inc. - WY:					769.63	.00			
Carbon County Veterinary Hospital									
7070	Carbon County Veterinary Hospital	0604687	Exam-DA2PL P/C-Bordetella Vaccine-P	03/24/2026	108.15	.00		10-421-487	326
Total Carbon County Veterinary Hospital:					108.15	.00			
CMMG, Inc.									
7829	CMMG, Inc.	156718	Rifle Banshee Mk4 300Bik 8" NFA Tung	03/23/2026	7,851.06	.00		10-421-740	326
7829	CMMG, Inc.	156718	Suppressor Zeroed 30 (7)-PD	03/23/2026	3,118.22	.00		10-421-740	326
Total CMMG, Inc.:					10,969.28	.00			
Engineering Associates									
4170	Engineering Associates	4603141	Project# 24421.00-Professional Service	03/24/2026	1,072.72	.00		50-450-345	326
Total Engineering Associates:					1,072.72	.00			
Fremont Motor Rawlins, Inc									
2755	Fremont Motor Rawlins, Inc	255100	2024 Ram 1500-Oil Change (7 Qts)-Oil	03/19/2026	89.35	.00		10-421-255	326
Total Fremont Motor Rawlins, Inc:					89.35	.00			
Megan James									
7413	Megan James	03312026	Morning Mash Up Class Instruction-Mar	03/31/2026	120.00	.00		10-445-483	326
Total Megan James:					120.00	.00			
Michelle Chadwick									
7767	Michelle Chadwick	03312026	Balance/Core/Osteo Strong/Tone-Mar 2	03/31/2026	1,264.00	.00		10-445-483	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Michelle Chadwick:					1,264.00	.00			
Petty Cash-Town of Saratoga Police Dept									
4365	Petty Cash-Town of Saratoga Police De	3/27/26-PD PE	Petty Cash Reimbursement-3/27/26-PD	03/27/2026	80.03	.00		10-421-255	326
Total Petty Cash-Town of Saratoga Police Dept:					80.03	.00			
Pitney Bowes Global Financial Services									
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	18.28	.00		10-411-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	22.84	.00		10-412-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	22.84	.00		10-413-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	22.84	.00		10-421-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	22.84	.00		10-431-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	9.14	.00		10-441-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	9.14	.00		10-442-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	9.14	.00		10-445-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	159.89	.00		51-531-240	326
7432	Pitney Bowes Global Financial Services	3322267455	Acct# 0011887462-Postage-1/17/26 to	03/18/2026	159.89	.00		52-532-240	326
Total Pitney Bowes Global Financial Services:					456.84	.00			
Platte Valley Community Center									
4330	Platte Valley Community Center	000066	PVCC/Town of Saratoga MOU-3rd QTR	03/30/2026	15,000.00	.00		10-410-539	326
Total Platte Valley Community Center:					15,000.00	.00			
Platte Valley Heating & Air LLC									
7362	Platte Valley Heating & Air LLC	2344	Service Call-Condensate Pump-Labor-	03/07/2026	310.00	.00		10-421-262	326
7362	Platte Valley Heating & Air LLC	2365	Furnace-Vent Pipe-Ductwork-Labor-TH	03/27/2026	2,600.00	.00		10-411-262	326
7362	Platte Valley Heating & Air LLC	2365	Furnace-Vent Pipe-Ductwork-Labor-PD	03/27/2026	2,600.00	.00		10-421-262	326
Total Platte Valley Heating & Air LLC:					5,510.00	.00			
R.P. Lumber Co, Inc.									
7522	R.P. Lumber Co, Inc.	03282026	Inv# 4785370-4x4x12 (3)-3/6/26-Street	03/28/2026	74.97	.00		10-431-260	326
Total R.P. Lumber Co, Inc.:					74.97	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Reddy Appraisal Services LLC									
7828	Reddy Appraisal Services LLC	3/18/26	Appraisal For Lots 1-12 Block 7 Hot Spr	03/18/2026	3,850.00	.00		10-431-262	326
Total Reddy Appraisal Services LLC:					3,850.00	.00			
Rocky Mountain Air Solutions									
7427	Rocky Mountain Air Solutions	30656086	CL-2.5-CL-Rental Period 2/21/26 to 3/2	03/20/2026	298.00	.00		52-532-241	326
Total Rocky Mountain Air Solutions:					298.00	.00			
Tiffany Moore									
7808	Tiffany Moore	11	Contract Cleaning-3/16/26 to 3/29/26-T	03/29/2026	210.00	.00		10-411-110	326
7808	Tiffany Moore	11	Contract Cleaning-3/16/26 to 3/29/26-P	03/29/2026	90.00	.00		10-421-110	326
Total Tiffany Moore:					300.00	.00			
Union Telephone Co									
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Streets Cells-3/17/26	03/17/2026	60.25	.00		10-431-280	326
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Rec Cells-3/17/26	03/17/2026	60.25	.00		10-445-280	326
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Water Cells-3/17/26	03/17/2026	60.26	.00		51-531-280	326
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Sewer Cells-3/17/26	03/17/2026	60.26	.00		52-532-280	326
5630	Union Telephone Co	70091372-3/24	Acct# 70091372-Airport Landline-NAVA	03/24/2026	166.75	.00		42-533-270	326
5630	Union Telephone Co	70091381-3/24	Acct# 70091381-Water Alarm System L	03/24/2026	53.29	.00		51-531-280	326
5630	Union Telephone Co	70091416-3/24	Acct# 70091416-PD Analog-Radios-3/2	03/24/2026	111.68	.00		10-421-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-TH-3/24	03/24/2026	18.05	.00		10-411-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-PZ-3/24	03/24/2026	18.05	.00		10-412-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-Court-3/	03/24/2026	18.05	.00		10-413-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-PD-3/24	03/24/2026	18.05	.00		10-421-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-Streets-	03/24/2026	18.05	.00		10-431-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-Water-3	03/24/2026	45.16	.00		51-531-280	326
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-Landline-DSL-Sewer-3	03/24/2026	45.17	.00		52-532-280	326
5630	Union Telephone Co	70092204-3/24	Acct# 70092204-Rec Landline-DSL-3/2	03/24/2026	82.92	.00		10-445-280	326
Total Union Telephone Co:					836.24	.00			
Upper Platte River Solid Waste Disposal									
7528	Upper Platte River Solid Waste Disposa	75792	Waste Disposal-Mar 2026-Lake	03/25/2026	142.00	.00		10-443-262	326
7528	Upper Platte River Solid Waste Disposa	75792	Waste Disposal-Mar 2026-Kathy Glode	03/25/2026	38.00	.00		10-444-262	326
7528	Upper Platte River Solid Waste Disposa	75792	Waste Disposal-Mar 2026-Veterans Isla	03/25/2026	245.00	.00		10-444-262	326
7528	Upper Platte River Solid Waste Disposa	75792	Waste Disposal-Mar 2026-HP	03/25/2026	204.00	.00		10-442-262	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7528	Upper Platte River Solid Waste Dispos	75792	Waste Disposal-Mar 2026-Boat Ramp	03/25/2026	204.00	.00		10-444-262	326
7528	Upper Platte River Solid Waste Dispos	75792	Waste Disposal-Mar 2026-TH	03/25/2026	19.00	.00		10-411-262	326
7528	Upper Platte River Solid Waste Dispos	75792	Waste Disposal-Mar 2026-PD	03/25/2026	19.00	.00		10-421-262	326
7528	Upper Platte River Solid Waste Dispos	75792	Waste Disposal-Mar 2026-Shop	03/25/2026	122.50	.00		10-431-262	326
7528	Upper Platte River Solid Waste Dispos	75792	Waste Disposal-Mar 2026-Water Plant	03/25/2026	122.50	.00		51-531-262	326
7528	Upper Platte River Solid Waste Dispos	75792	Waste Disposal-Mar 2026-Lagoon	03/25/2026	38.00	.00		52-532-262	326
Total Upper Platte River Solid Waste Disposal:					1,154.00	.00			
Valerie Larscheid									
6981	Valerie Larscheid	03312026	Indoor Cycling Class Instruction-Mar 20	03/31/2026	203.00	.00		10-445-483	326
Total Valerie Larscheid:					203.00	.00			
WLC Engineering and Surveying									
4710	WLC Engineering and Surveying	2026-10182	NFP Contract Admin-Phase II Billing-Rs	03/17/2026	3,581.50	.00		10-444-724	326
4710	WLC Engineering and Surveying	2026-10183	NFP Contract Admin-Phase II Billing-Co	03/17/2026	4,322.50	.00		10-444-724	326
4710	WLC Engineering and Surveying	2026-10184	NFP Contract Admin-Phase II Billing-La	03/17/2026	3,087.50	.00		10-444-724	326
Total WLC Engineering and Surveying:					10,991.50	.00			
Wyoming Machinery Company									
6705	Wyoming Machinery Company	WO8876724	Replace Throttle Lock Control-Travel To	03/06/2026	617.56	.00		10-431-250	326
6705	Wyoming Machinery Company	WO8876724	Replace Throttle Lock Control-Travel To	03/06/2026	308.78	.00		51-531-250	326
6705	Wyoming Machinery Company	WO8876724	Replace Throttle Lock Control-Travel To	03/06/2026	308.78	.00		52-532-250	326
Total Wyoming Machinery Company:					1,235.12	.00			
Wyoming Rents									
6200	Wyoming Rents	PO8888071	14" UV Multi Blade (5)-Streets	03/17/2026	228.17	.00		10-431-250	326
6200	Wyoming Rents	PO8888071	14" UV Multi Blade (5)-Water	03/17/2026	114.09	.00		51-531-250	326
6200	Wyoming Rents	PO8888071	14" UV Multi Blade (5)-Sewer	03/17/2026	114.09	.00		52-532-250	326
Total Wyoming Rents:					456.35	.00			
Grand Totals:					58,430.24	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
03/30/2026		6635	Barkhurst Collision Center	10428	1,324.00	.00	.00	1,324.00			
04/08/2026		3400	Black Hills Energy	2/16/26-3/17/	1,152.90	.00	.00	1,152.90			
04/15/2026		7346	Capital Business Systems,	41549778	1,114.16	.00	.00	1,114.16			
04/29/2026		7400	Capital Business Systems,	1616031	769.63	.00	.00	769.63			
03/24/2026		7070	Carbon County Veterinary	0604687	108.15	.00	.00	108.15			
04/23/2026		7829	CMMG, Inc.	156718	10,969.28	.00	.00	10,969.28			
04/24/2026		4170	Engineering Associates	4603141	1,072.72	.00	.00	1,072.72			
03/19/2026		2755	Fremont Motor Rawlins, In	255100	89.35	.00	.00	89.35			
03/31/2026		7413	Megan James	03312026	120.00	.00	.00	120.00			
03/31/2026		7767	Michelle Chadwick	03312026	1,264.00	.00	.00	1,264.00			
03/27/2026		4365	Petty Cash-Town of Sarato	3/27/26-PD P	80.03	.00	.00	80.03			
04/16/2026		7432	Pitney Bowes Global Finan	3322267455	456.84	.00	.00	456.84			
04/15/2026		4330	Platte Valley Community C	000066	15,000.00	.00	.00	15,000.00			
03/17/2026		7362	Platte Valley Heating & Air	2344	310.00	.00	.00	310.00			
04/06/2026		7362	Platte Valley Heating & Air	2365	5,200.00	.00	.00	5,200.00			
04/28/2026		7522	R.P. Lumber Co, Inc.	03282026	74.97	.00	.00	74.97			
04/18/2026		7828	Reddy Appraisal Services	3/18/26	3,850.00	.00	.00	3,850.00			
04/20/2026		7427	Rocky Mountain Air Solutio	30656086	298.00	.00	.00	298.00			
03/29/2026		7808	Tiffany Moore	11	300.00	.00	.00	300.00			
05/06/2026		5630	Union Telephone Co	70001447-3/	241.02	.00	.00	241.02			
05/13/2026		5630	Union Telephone Co	70091372-3/	166.75	.00	.00	166.75			
05/13/2026		5630	Union Telephone Co	70091381-3/	53.29	.00	.00	53.29			
05/13/2026		5630	Union Telephone Co	70091416-3/	111.68	.00	.00	111.68			
05/13/2026		5630	Union Telephone Co	70091422-3/	180.58	.00	.00	180.58			
05/13/2026		5630	Union Telephone Co	70092204-3/	82.92	.00	.00	82.92			
04/24/2026		7528	Upper Platte River Solid W	75792	1,154.00	.00	.00	1,154.00			
03/31/2026		6981	Valerie Larscheid	03312026	203.00	.00	.00	203.00			
04/17/2026		4710	WLC Engineering and Surv	2026-10182	3,581.50	.00	.00	3,581.50			
04/17/2026		4710	WLC Engineering and Surv	2026-10183	4,322.50	.00	.00	4,322.50			
04/17/2026		4710	WLC Engineering and Surv	2026-10184	3,087.50	.00	.00	3,087.50			
04/06/2026		6705	Wyoming Machinery Comp	WO8876724	1,235.12	.00	.00	1,235.12			
04/17/2026		6200	Wyoming Rents	PO8888071	456.35	.00	.00	456.35			
Grand Totals:				32	58,430.24	.00	.00	58,430.24			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
03/17/2026	310.00	.00	.00	310.00	310.00
03/19/2026	89.35	.00	.00	89.35	399.35
03/24/2026	108.15	.00	.00	108.15	507.50
03/27/2026	80.03	.00	.00	80.03	587.53
03/29/2026	300.00	.00	.00	300.00	887.53
03/30/2026	1,324.00	.00	.00	1,324.00	2,211.53
03/31/2026	1,587.00	.00	.00	1,587.00	3,798.53
04/06/2026	6,435.12	.00	.00	6,435.12	10,233.65
04/08/2026	1,152.90	.00	.00	1,152.90	11,386.55
04/15/2026	16,114.16	.00	.00	16,114.16	27,500.71
04/16/2026	456.84	.00	.00	456.84	27,957.55
04/17/2026	11,447.85	.00	.00	11,447.85	39,405.40
04/18/2026	3,850.00	.00	.00	3,850.00	43,255.40
04/20/2026	298.00	.00	.00	298.00	43,553.40

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
04/23/2026	10,969.28	.00	.00	10,969.28	54,522.68
04/24/2026	2,226.72	.00	.00	2,226.72	56,749.40
04/28/2026	74.97	.00	.00	74.97	56,824.37
04/29/2026	769.63	.00	.00	769.63	57,594.00
05/06/2026	241.02	.00	.00	241.02	57,835.02
05/13/2026	595.22	.00	.00	595.22	58,430.24
Grand Totals:	58,430.24	.00	.00	58,430.24	

Report Criteria:
Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
32320261							
1	EFTPS -TAXES	32320261	03/22/2026	74-00	FICA/FWTT/WITTHOLDING DEPOSIT Social Security Pay Period: 03/22/2026	10-212100	3,337.77
1	EFTPS -TAXES	32320261	03/22/2026	74-00	FICA/FWTT/WITTHOLDING DEPOSIT Social Security Pay Period: 03/22/2026	10-212100	3,337.77
1	EFTPS -TAXES	32320261	03/22/2026	75-00	FICA/FWTT/WITTHOLDING DEPOSIT Medicare Pay Period: 03/22/2026	10-212100	780.59
1	EFTPS -TAXES	32320261	03/22/2026	75-00	FICA/FWTT/WITTHOLDING DEPOSIT Medicare Pay Period: 03/22/2026	10-212100	780.59
1	EFTPS -TAXES	32320261	03/22/2026	76-00	FICA/FWTT/WITTHOLDING DEPOSIT Federal Withholding Tax Pay Period: 03/22	10-212200	4,039.92
Total 32320261:							12,276.64
32320262							
11	AFLAC BENEFIT SERVIC	32320262	03/22/2026	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 03/22/2026	10-212500	94.98
11	AFLAC BENEFIT SERVIC	32320262	03/22/2026	71-06	AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 03/22/2026	10-212500	321.39
11	AFLAC BENEFIT SERVIC	32320262	03/22/2026	71-01	AFLAC monthly ins premium	51-531-160	56.88
Total 32320262:							473.25
32420261							
3	GREAT-WEST TRUST CO	32420261	03/22/2026	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 03/22/2026	10-212500	165.00
3	GREAT-WEST TRUST CO	32420261	03/22/2026	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 03/22/2026	10-212500	55.00
Total 32420261:							220.00
32420262							
16	DEARBORN L LIFE INSU	32420262	03/22/2026	91-00	GROUP/ACCOUNT # 0000310079 - 1 Life Insurance Pay Period: 03/22/2026	10-212700	55.02
Total 32420262:							55.02
32420263							
2	WYOMING RETIREMENT	32420263	03/22/2026	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 03/22/2026	10-212300	538.15
2	WYOMING RETIREMENT	32420263	03/22/2026	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 03/22/2026	10-212300	2,905.97
2	WYOMING RETIREMENT	32420263	03/22/2026	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 03/22/2026	10-212300	1,215.12
2	WYOMING RETIREMENT	32420263	03/22/2026	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 03/22/2026	10-212300	4,933.17
2	WYOMING RETIREMENT	32420263	03/22/2026	51-02	WYOMING RETIREMENT PAYMENT	10-411-170	1.83-
Total 32420263:							9,590.58

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
32420264							
6	WYO. DEPT OF EMPLOY	32420264	03/22/2026	98-01	Qtly SUTA/WC State Unemployment Tax Pay Period: 03/22/2026	10-212400	49.26
6	WYO. DEPT OF EMPLOY	32420264	03/22/2026	99-00	Qtly SUTA/WC Worker's Compensation Pay Period: 03/22/2026	10-212600	832.04
6	WYO. DEPT OF EMPLOY	32420264	03/22/2026	99-00	Qtly SUTA/WC	10-422-120	355.83
Total 32420264:							1,237.13
32420265							
9	WYO DEPT OF EMPLOY	32420265	03/22/2026	98-01	Qtly CC SUTA/WC State Unemployment Tax Pay Period: 03/22/2026	10-212400	4.25
9	WYO DEPT OF EMPLOY	32420265	03/22/2026	99-00	Qtly CC SUTA/WC Worker's Compensation Pay Period: 03/22/2026	10-212600	73.88
9	WYO DEPT OF EMPLOY	32420265	03/22/2026	99-00	Qtly CC SUTA/WC	10-410-120	.07-
Total 32420265:							78.06
Grand Totals:							23,930.68

Report Criteria:
Paid transmittals included

Report Criteria:

Includes the following check types:

Manual, Payroll, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
03/22/2026	PC	03/26/2026	54751	301		01-112700	282.24-
03/22/2026	PC	03/26/2026	54752	285		01-112700	382.65-
03/22/2026	PC	03/26/2026	54753	246		01-112700	369.40-
03/22/2026	PC	03/26/2026	54754	299		01-112700	91.70-
03/22/2026	PC	03/26/2026	54755	302		01-112700	331.96-
03/22/2026	PC	03/26/2026	3262026	46		01-112700	1,693.54-
03/22/2026	PC	03/26/2026	3262026	49		01-112700	2,824.49-
03/22/2026	PC	03/26/2026	3262026	78		01-112700	1,783.37-
03/22/2026	PC	03/26/2026	3262026	134		01-112700	1,843.02-
03/22/2026	PC	03/26/2026	3262026	135		01-112700	588.80-
03/22/2026	PC	03/26/2026	3262026	58		01-112700	127.14-
03/22/2026	PC	03/26/2026	3262026	40		01-112700	2,058.24-
03/22/2026	PC	03/26/2026	3262026	88		01-112700	1,342.35-
03/22/2026	PC	03/26/2026	3262026	201		01-112700	264.19-
03/22/2026	PC	03/26/2026	3262027	225		01-112700	314.47-
03/22/2026	PC	03/26/2026	3262027	226		01-112700	2,089.36-
03/22/2026	PC	03/26/2026	3262027	223		01-112700	1,360.03-
03/22/2026	PC	03/26/2026	3262027	245		01-112700	2,638.17-
03/22/2026	PC	03/26/2026	3262027	247		01-112700	1,905.99-
03/22/2026	PC	03/26/2026	3262027	264		01-112700	3,414.03-
03/22/2026	PC	03/26/2026	3262027	235		01-112700	1,811.84-
03/22/2026	PC	03/26/2026	3262027	202		01-112700	204.28-
03/22/2026	PC	03/26/2026	3262027	261		01-112700	51.72-
03/22/2026	PC	03/26/2026	3262027	272		01-112700	2,794.89-
03/22/2026	PC	03/26/2026	3262028	273		01-112700	2,509.32-
03/22/2026	PC	03/26/2026	3262028	277		01-112700	1,784.50-
03/22/2026	PC	03/26/2026	3262028	283		01-112700	1,754.65-
03/22/2026	PC	03/26/2026	3262028	263		01-112700	1,712.84-
03/22/2026	PC	03/26/2026	3262028	288		01-112700	1,825.14-
03/22/2026	PC	03/26/2026	3262028	48		01-112700	2,873.20-
03/22/2026	PC	03/26/2026	3262028	291		01-112700	210.55-
03/22/2026	PC	03/26/2026	3262028	300		01-112700	49.00-
Grand Totals:							<u>43,287.07-</u>

April 1, 2026

WHEREAS, Prevention is possible. With strong policies and investments, families and children can thrive, fostering prevention, stability and long-term well-being;

WHEREAS, the early experiences of a child impact them throughout life – both positively and negatively;

WHEREAS, supporting families early reduces the need for a crisis response, improves lifelong outcomes, strengthens communities, and saves public dollars and costly downstream interventions across multiple systems;

WHEREAS, every family and child is filled with tremendous promise, and we all have a collective responsibility to prevent Adverse Childhood Experiences (ACEs), foster the potential of every child, and promote Positive Childhood Experiences;

WHEREAS, Positive Childhood Experiences (PCEs)—such as loving caregivers and safe, stable, and nurturing relationships—play a vital role in helping children thrive by mitigating trauma and the negative impact of Adverse Childhood Experiences (ACEs);

WHEREAS, families who receive the support they need before a crisis occurs are better equipped to provide safe, healthy, and nurturing environments, leading to children who are safer, healthier, and more hopeful about their futures;

WHEREAS, childhood trauma, including abuse and neglect, can have long-term psychological, emotional, and physical effects throughout an individual’s lifetime and impact future generations;

WHEREAS, primary prevention of child abuse and neglect can reduce the lifetime economic burden associated with child maltreatment;

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about what families need before they are in crisis and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment;

WHEREAS, investments in primary prevention initiatives—such as early childhood home visiting programs like Healthy Families America, policies that promote economic stability and mobility, and community-based child abuse prevention efforts— reduce the likelihood of abuse and neglect and ensure children have the foundation for lifelong well-being; and

NOW, THEREFORE, I, _____, Mayor of the Town of Saratoga do hereby proclaim April 2026 as CHILD ABUSE PREVENTION MONTH in [State or Jurisdiction] and urge all citizens to recognize that child abuse is preventable and that a healthy and prosperous society depends on strong families and communities.

Together, we can create a state invested in families where every child deserves to live a purposeful and happy life with hope for their future.

Signed _____

Date _____

Chuck Davis
Town of Saratoga - Mayor



Congratulations!

You were nominated as
a 2025 Organization of
the Year by the Saratoga
Platte Valley Chamber of
Commerce.

TOWN OF SARATOGA
SPECIAL EVENTS APPLICATION

Applicant Name: <u>Jamie Messina</u>	Organization:
Address: <u>P.O. BOX 241</u>	Address:
City/State/Zip <u>Saratoga, NY 82331</u>	City/State/Zip
Phone: _____ Cell: <u>413-668-7641</u> e-mail: <u>jaimlee42188@gmail.com</u>	Phone: _____ Cell: _____ e-mail: _____
Date of the Event: <u>Saturday, April 18, 2026</u>	Start Time for Event: <u>11:00AM</u>
Location of Event: <u>Bathys Glade Park.</u>	End Time for Event: <u>4:00 PM</u>

Please check one:

- SMALL EVENT – less than 49 participants
- LARGE EVENT – more than 50 participants

Describe briefly the proposed event.

Earth Day town wide clean-up.

Use additional sheet if necessary.

Location of the event(please be specific)

Bathys Glade Park
Constitution Ave-S. River St. Saratoga

Schedule of event or events (attach by date the tentative activity planned for each location chosen).

Approximate number of participants expected: 50+

Approximate number of support staff/volunteers: 5

Number of vehicles anticipated and parking requirements: 3 food trucks as well as attendees.

Will town property be used for this event: _____

yes no (if yes, please explain fully)

parking lot and park

❖ There is **NO CAMPING ALLOWED** within the Saratoga Town Limits and violators will be cited.

Coordination with the Town of Saratoga Department of Public Works (DPW)

• What traffic control or parking issues are you anticipating: None ☺

• What parking plan have you in place: parking lot as well as street parking.

• What services do you require from the Police Department or DPW? : N/A

• What are your security plans: : N/A

• What services are required from the Fire Department? : N/A

• What services are required from the Planning Commission? : N/A

• What plans have you made for garbage containment and removal? dumpster on site- minimal trash to be expected.

• What plans have you made for sanitary control/portable toilets?: N/A on site.

• Will you be serving food? If yes, have you contacted the State of Wyoming Certified Food Safety Professional at 307-326-8001 for food service requirements: food trucks

• Alcoholic Beverages: Describe the location of any alcohol sales or serving stations, liquor license to be used, measures to insure proper ID for purchases and list persons supervising the operations. N/A

• Liquor Liability insurance to be required as described in Special Events Conditions #5. N/A

• Any other request by applicant: : N/A

• Name of persons who will be "in charge" at the site/activity: : Jamie Messina

On-site

Manager: Jamie Messina
Home Phone: _____ Cell Phone: 413-468-7641
Alternate On-site Manager
Home Phone: _____ Cell Phone: _____

Insurance Information: (if applicable) N/A

Name of Insurance
Company; _____
Address: _____
Phone Number: _____
Contact Person: _____
Policy Number: _____

Please provide Certificate of Insurance naming the Town of Saratoga as an additional insured,

Billing Address (if different than previously identified)
Firm/Name; _____
Street Address: _____
City/State/Zip: _____
Fax Number: _____
Phone: _____

Special Terms and Conditions to the Special Event Application

By submitting and signing this Application, the applicant/organization hereby agrees to comply with the Town of Saratoga Special Event conditions (attached hereto and made a part thereof) and further agrees not to violate any Federal, State, County or municipal laws, rules or regulations. Applicant further agrees to be bound by all Saratoga municipal codes in the conduct of the requested special event.

In consideration for permission to conduct its special event, applicant agrees to indemnify, defend and hold harmless the Town of Saratoga, its officers, agents, employees and volunteers, (including the payment of the Town's attorney's fees incurred in defense of the same) from any and all damage to property, injury to, or death of any person and from any and all liability, claims, actions or judgments which may arise from the proposed activity.

The Town of Saratoga, its employees, appointed and elected officials hereby preserve any and all immunity available to them pursuant to Wyoming law and the Wyoming Governmental Claims Act, and nothing contained herein shall be deemed to be a waiver of its immunity.

Dated this 1st, day of April, 20 26

Jamie Messina
Applicant Signature



**What other agencies or groups have you contacted?
Have you received Applications from these agencies for your event (IF APPLICABLE)?
Please circle applicable agencies and attach a copy of the Application.**

- Saratoga Planning Commissioners –(zoning issue if event is not an applicable use)
- Zoning and Planning Officer – (events requiring zoning clarification)
- Saratoga Department of Public Works (street closures – use of public parks)
- Saratoga Police Department: (events with alcohol sales or use – crowd control)
- Wyoming Highway Department –(parades or use of Highway 130/230)

**TOWN OF SARATOGA
SPECIAL EVENTS SIGN OFF SHEET**

Proposed Special Event: _____

Date of Special Event: _____

Approved: _____ Date: _____
 Planning and Zoning Officer

Approved: _____ Date: _____
 DPW Supervisor

Approved: _____ Date: _____
 Police Chief

Approved: _____ Date: _____
 Fire Chief

Approved: _____ Date: _____
 Planning Commission

Approved: _____ Date: _____
 Town Council



TOWN OF SARATOGA SPECIAL EVENTS APPLICATION CONDITIONS

Please initial each condition as read

1. JM Application holder shall obey all Federal, State, and local rules, regulations and laws. Application holder shall obey all Town of Saratoga municipal ordinances, rules and guidelines pertaining to the use of Town property, including the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after the use for the special event.

2. JM Application holder shall confine its activities to the location and time schedules approved for the Application. Traffic control shall be maintained as approved by the Saratoga Police Department and configured by the Saratoga Public Works Department when events are conducted on Town streets or on Town property.

3. JM Reference to or the use thereof of the Town of Saratoga Logo is strictly prohibited in advertising of the event, unless prior written approval is granted by the Town of Saratoga.

4. JM Application holder does hereby covenant and agree to indemnify and hold harmless the Town of Saratoga harmless from any and all loss, cost, damages, injuries, judgment and claims of any kind, including and an all costs, including any attorney's fees, on account of personal injury or property damage resulting from any activity of Application holder.

5. JM In no way limiting the indemnity agreement above, Application holder will furnish to the Town of Saratoga a certificate of insurance providing liability, casualty and property coverage acceptable to its legal department showing combined single limit coverage for death or bodily injury, property damage or loss, marine and fire protection, or the equivalent of such coverage, not less than \$1,000,000.00. Applicant shall, if given permission to sell liquor, provide insurance enforcement for liquor liability naming the Town of Saratoga as additional insured for the amount of at least \$1,000,000.00. The Town of Saratoga, including its officials, employees and agents, shall be named an additional insured in the liability policy. Contractual liability coverage insuring the obligations of this agreement is also required. The insurance cannot be cancelled or substantially modified without ten (10) days notice to the Clerk of the Town of Saratoga.

6. JM Application holder shall reimburse the Town of Saratoga for costs incurred in the use of Town equipment and assignment of municipal employees to duty in connection with the special event activities. A schedule of expected costs shall be prepared by the Saratoga Department of Public Works Supervisor after identification of the municipal sites to be used for the special event. Application holder shall post a cash bond as a refundable deposit against the estimated cost when requested.

7. JM Neither the Application holder, nor its agent, employees, servants or helpers shall be or deemed to be, the employee, agent or servant of the Town of Saratoga. None of the benefits provided by the Town of Saratoga to its employees, including, but not limited to medical insurance, compensation insurance, and unemployment insurance are available to Application holder or its employees, agents, servants or helpers.

8. JM Fees shall be charged for the use of Town Property: Application holder shall not conduct any event on Town property intended to attract or entertain the public or charge fees to spectators without specific approval of the Town of Saratoga in writing. No alterations or changes to Town owned property would be allowed without prior written permission from the Town Council or their designee.

9. JM Additional Applications and fees may be required for use of facilities of the Town of Saratoga and entry upon areas subject to special security requirements, such as the Saratoga Lake area, Veterans Island, Kathy Glode Park or the Hot Pool and Municipal Pool areas. Use of such facilities and areas may be further conditional upon assurances of compliance with security and other requirements of these facilities.

10. JM Application holder shall designate a local agent to sign this Application application who shall have the authority to represent them in all matters relating to exercise of the privileges herein granted and who shall be responsible for compliance with these conditions.

11. JM Arrangements for use of Town property, (i.e. building, streets/alleys, sidewalks, parks or other public places or property) owned by the Town must be approved by the Town Clerk in writing in advance of the actual event.

12. JM If Application holder finds it necessary or desirable to use Town equipment, only Town employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior approval of the DPW Supervisor.

13. JM The Application holder will be required to reimburse the Town as provided for contracting/ use of town services, equipment, building, or if not addressed, for the wages due the employees, calculated at their regular hourly overtime rate and including all withholdings required by the federal and state governments. In addition, the Application holder will be responsible for reimbursing the Town for additional bookkeeping or clerical costs.

15. JM Application holder shall be responsible for all additional costs incurred by the Town of Saratoga for garbage and sanitary clean-up due to the special event.

Application approved:

Mayor /Clerk

Date: _____

Hi Mayor,

Could any of the following dates work for the Boys & Girls Club of the Platte Valley work session?

- **April 17**
- **April 22**
- **April 23**

I'm assuming a 6:00 PM timeframe—please let me know if these days/times work for you and the Council's schedule.

Thanks,

Ashley

TOWN OF SARATOGA

P.O. BOX 486
 110 E. Spring Avenue
 SARATOGA, WYOMING 82331
www.townofsaratoga.org Phone: 307-326-8335 Fax: 307-326-8941
 Email: townhall@saratogawyo.org



Request For Proposal: “Town of Saratoga Scarp Metal-RFP”

Section 1. Advertisement

The Town of Saratoga, Wyoming is soliciting offers from qualified persons and firms in order to sale the Town’s Scrap Metal Pile located approximately 1.25 miles north of Saratoga, on west side of HWY 130, adjacent to the sewer lagoons.

Bids shall be submitted at the address listed below, in a sealed envelope and marked “Town of Saratoga Scrap Metal-RFP”. Envelopes shall include all required documents as indicated on the Bid Forms supplied by the Town.

All scrap must be removed by May 1st, 2026, bidder is required to move and transport all scrap material purchased. The proposals shall be in lump sum form.

There will be a **Mandatory pre-bid meeting on Thursday, March 12, 2026, at 2:00 pm at the scrap site (Directions are in the specifications). In order to turn in a qualifying bid, bidder or bidder’s agent must attend the mandatory pre-bid meeting and sign into the sign in sheet provided at the meeting.**

Bids shall be submitted by **March 19, 2026 at 2:00 P.M.** and will be opened at the same time and place. No decision regarding award will be made at that time.

A full copy of the specifications can be obtained at Saratoga Town Hall. Electronic copies are also available by request.

For more details and specifications please contact:

Town of Saratoga, Public Works
 110 E. Spring Ave
 Saratoga, WY 82331
e.penner@saratogawyo.org
 307-447-2882

Section 2. Requirements of this RFP

- The enclosed bid form shall be fully completed and submitted by the due date.
- No bonding is required to bid.
- Bidder has attended the pre-bid meeting. (At the lagoon .75 miles north of the highway 130 platter river bridge in Saratoga.
- The bidder has not failed to execute on prior RFP(s) with the Town of Saratoga.
- Bidder shall enclose in the bid form the means and methods of how they plan to remove the material from the location. Bidders who cannot demonstrate an applicable ability to remove the material may be considered nonresponsive by the Town.

Section 3. Acceptance of Bid

The acceptance of the bids shall be based on the following criteria:

- Highest responsive bidder
- Adherence to the specifications.
- Material removal date.

Section 4. Scrap Pile Specifications

All material within the delineated area is a mix of various types and qualities of metal. The town does not guarantee its value nor its composition. The bidder is responsible for all evaluations of the material prior to bidding. All material is to be removed from this area. Including the non-desirable material attached to the scrap metal. Ie. Plastic, wood etc. The Town does not guarantee nor estimate a tonnage of the material pile. The scrap is located between the lagoon easement fence and the boundary line as shown in the diagram below. Excluded from within this boundary are all concrete sewer components and the like, manholes, rings, lids, rings, risers, barrels, bases and cones.



Section 5. Material Removal

Awarded bidder shall be responsible for removing all metallic material from the delineated sale area as defined by the RFP. This includes all metallic items even if metallic items contain non desirable material, ie. Plastic, wood etc. If bidders fail to remove material by May 1, 2026, they shall forfeit their right to the material, and the town may haul scrap to alternative locations such as local landfill or scrap yard. The town will not refund the awarded bidder should this default occur. Extensions for removal will not be granted by the Town.

Section 6. Bid Alternative(s)

The Town may opt to purchase the following bid alternatives. **No alternatives apply to this bid.**

****REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK****

"PW-Scrap Metal Sale-2026"
Bid Proposal Form

The undersigned agrees to purchase and remove the Town of Saratoga's Public Works Scrap Metal Pile as specified in the RFP and as bid below:

Total Lump Sum Bid for Scrap Metal Assessment \$ 100.00

Removal Completion Date April 30, 2026

Bidders' Notes on Material Removal Methods and Equipment

All materials will be cut, disassembled to maximize space on trailers. Materials will be loaded with loader bucket or forks, will also be using skidsteer with bucket and or forks, backhoe with bucket and or forks. Materials will be hauled off with multiple pickups and trailers.

Signed: Joe McVey

Printed Name: Joe McVey

Company: Imperial Sanitation

Address: ~~1007~~ P.O. Box 52244, Casper WY 82605

E-mail Address: joe@ips307.com

Phone #: 970-443-8547

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Saratoga (Owner) and
Coleman Construction Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **[Installing a 80 ft of 30" steel casing and carrier pipe by means of an auger bore underneath Highway 130 as further described in the attached exhibited plans.]**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **[At the intersection of Highway 130 and Elm Ave. in Saratoga, WY.]**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Specifications listed in the Table of Contents.
 - 3. Exhibits to this Contract (enumerated as follows):
 - a. **[Exhibit 1 – EA Plans Craig Kopasz Elm Street Design Sheets 6,7, 8 Jan 2026].**

- b. **[Exhibit 2 – Test hole information adjacent Elm St and HWY 130].**
4. The following which may be delivered or issued on or after the Effective Date of the Contract:
- a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Craig Kopasz w/ Engineering Associates.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. It is anticipated that the contractor mobilize onto Jobsite May 15, 2026, and to have the bore completed the following week. May 18, through May 22, 2026.
- B. The Work will be substantially completed on or before **[June 8, 2026]** and completed and ready for final payment on or before **[June 15, 2026]**.
- C. Work will occur only between the hours Monday through Friday 7:00 am to 7 p.m.
- D. Unless otherwise agreed to by the parties no work will between May 22, 2026 and May 26, 2026.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **[\$150]** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those

for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor’s subcontractors or suppliers.

4.04 Progress Schedules

- A. Upon execution of the contract the contractor shall provide a project schedule

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Mobilization	LS	1	\$7,500.00	\$7,500.00
2.	Auger bore under highway and install 30" steel casing, furnish 30" x .375" wall casing-uncoated	FT	80	\$641.00	\$51,280.00
3.	Install 8" carrier pipe with provided spacers and end seals (town to assist with restraints and coupling)	FT	90	\$0.00	\$0.00
4.	Provide bucket for removing tailings	LS	1	\$0.00	\$0.00
Total of all extended prices for Estimated Quantities of Work					\$58,780.00

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds-contractor shall provide a bond to the owner in equal value of the project.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a

minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>\$1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>\$1,000,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>3,000,000</u>
Products - Completed Operations Aggregate	\$ <u>3,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>1,000,000</u>
Combined Single Limit of:	\$ <u>1,000,000</u>

d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>n/a</u>
General Aggregate	\$ <u>n/a</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out

of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, instruments and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- C. Contractor shall furnish and install a 30-inch steel casing by auger bore beneath the highway 130 roadway in accordance with WYDOT requirements and approved bore plan.
- D. Steel casing shall conform to ASTM A252 Grade 2, ASTM A139, or ASTM A1097/A1097M, with a minimum wall thickness of 0.375 inch. The casing shall be structurally rated for a placement depth of 15 feet or greater.
- E. Casing joints shall be full circumferential welds in accordance with AWS D1.1. Welds shall be continuous and watertight.
- F. Install provided 8" carrier pipe, casing spacers and end seals. All products to be installed with manufacturer's specifications. (Town to assist with pipe coupling and joint restraining operations)
- G. Provide clamshell bucket for town's excavator or other tools necessary to remove auger tailings from entrance pit.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Town to acquire permits from WYDOT and all permits required for construction water management. Town to pay for all permits required for completion of work under these contract documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall provide a record of all materials installed.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Parties determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner, its officers, directors, members, partners, employees, agents, consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Owner shall make payments to Contractor as provided in this Contract.
- B. Owner shall provide Site and easements required to construct the Project. Owner has staging areas immediately adjacent to the work area.
- C. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- D. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- E. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- F. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- G. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- H. Owner shall be responsible for ground water and construction water removal at the work site.
- I. Owner shall have on site competent persons to properly excavate entrance pits and exist pits as required by the contractor. Owner shall provide and install trench shielding and water management equipment prior to contractor mobilization onto the work area. Shielding shall be placed in accordance with industry safety standards. One entrance pit shall be 12 feet wide and 40 feet long with depth as indicated on exhibited plans and required by the contractor. Once exit pit shall be 10 feet wide and 16 feet long with depth as indicated on exhibited plans and required by the contractor. Entrance pits shall have solid bases of clean gravel to allow proper drainage of the pits and provide a solid platform for contractor to perform boring operations.
- J. Owner shall have on site three competent persons and adequately sized equipment in order to safely pick, place and remove equipment needed by the contractor to execute their responsibilities under this contract.
- K. Owner shall be available to operator the Town's Municipal water system and storm drain infrastructure.
- L. Owner shall provide casing spacers in a number as defined by spacer manufacturer specs. Owner shall provide carrier pipe, joint restraints and lead wire for casing anodes.
- M. Owner shall provide adequate water management during the project. To allow contractor to complete the work required by these contract documents.
- N. Owner to provide all traffic control, safety fencing, etc.

ARTICLE 9 - CHANGES IN THE WORK

9.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

9.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 - CLAIMS AND DISPUTE RESOLUTION

10.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

11.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Prompt notice of all defective work of which Owner has actual knowledge will be given to Contractor.
- C. The Contractor shall promptly correct all such defective Work.
- D. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- E. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 12 - PAYMENTS TO CONTRACTOR

12.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

12.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner, no more frequently than monthly, to Owner. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

12.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will indicate any discrepancies with the application to Contractor. The Contractor will make the necessary corrections and resubmit the application for payment. All pay applications will be paid by owner no later than 30 days after receipt.
- B. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

12.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

12.05 Substantial Completion

- A. The Contractor shall notify the Owner in writing that the Work is substantially complete and request the Owner issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Owner will make an inspection of the work with the Contractor to determine the status of completion.
- C. If Owner considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Owner will deliver to a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

12.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

12.07 Final Payment

- A. An 8 percent sum of the total contract will be withheld from payment until owner certifies that the work is ready for final payment.
- B. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- C. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. A list of all disputes that Contractor believes are unsettled; and
- D. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by this contract.

12.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

13.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

13.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

13.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 15 - MISCELLANEOUS

15.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

15.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

15.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

15.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of date of signed Agreement by Town of Saratoga ("Effective Date") between Town of Saratoga, Wyoming ("Owner") and ENGINEERING ASSOCIATES ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Saratoga Pedestrian Improvement ("Project").

Engineer's services under this Agreement are generally identified as follows ("Services"): See attached Scope of Services.

Owner's responsibilities under this Agreement are generally identified as follows: locate Town utilities; legal advertising; coordination with affected landowners.

Exclusions to this Agreement include detailed boundary survey or ROW establishment; geotechnical engineering; construction-phase services. We are happy to provide these services under an additional scope and fee if requested by Owner.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **As shown in Appendix 2**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be: **As shown in Appendix 2.**

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure

within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01.A, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any. Engineer's charges shall include efforts necessary to assemble and deliver project materials to Owner.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for

or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater. Upon written request from Owner, Engineer may negotiate a higher limitation of liability amount with a corresponding additional fee.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water

Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 – Scope of Services

Appendix 3 – Federal Provisions for Consultant Contracts

Appendix 4 – TAP Grant Agreement between WYDOT and Town of Saratoga

Appendix 5 – Engineering Associates SAM.gov Registration

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Saratoga, Wyoming

Engineer: **ENGINEERING ASSOCIATES**

Signed By: _____

Signed By: 

Print name: _____

Print name: Travis Conklin, PE

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 3/24/26

Professional Engineer License No.: WY PE 8165

Address for giving notices:

Address for giving notices:

PO Box 486

PO Box 1900

Saratoga WY 82331

Cody WY 82414

(307)-447-2882

(307) 587-4911

e.penner@saratogawyo.org

TravisCo@EAengineers.com

HOURLY BILLING RATE TABLE

POSITION/TITLE	EMPLOYEE NAME		HOURLY WAGE RATE	WYDOT ACCEPTED RATE
Accounting	Darci	Neal	\$38.00	\$120.00
Accounting	Shilo	Krebes	\$38.00	\$120.00
Accounting	Kim	DeAtley	\$46.00	\$145.00
Administrative Assistant	Cindy	Bartlett	\$24.88	\$75.00
Administrative Assistant	Jessica	McNeil	\$26.50	\$80.00
Administrative Assistant	Hannah	Little	\$28.81	\$90.00
Administrative Assistant/Tech 4/Marketing	Tamara	Wolfe	\$35.54	\$110.00
CAD Technician 4	Cassy	Stark	\$32.96	\$105.00
CAD Technician 4	Randy	Williamson	\$34.54	\$110.00
CAD Technician 5	Starla	Goodell	\$33.50	\$105.00
CAD Technician 5	Cody	Murray	\$30.00	\$95.00
Survey Technician 1	Traci	Wangen	\$28.50	\$90.00
Engineer 1	Kole	Schell	\$36.21	\$115.00
Engineer 1	Caleb	Maxey	\$44.88	\$140.00
Engineer 1	Carter	Baxter	\$46.50	\$145.00
Engineer 1	Michael	Hollister	\$32.00	\$100.00
Engineer 2	Lisa	Mallon	\$43.86	\$140.00
Engineer 4	Sean	Christensen	\$66.30	\$210.00
Engineer 4	Eric	Holfield	\$49.54	\$155.00
Engineer 4	Ian	Sporkin-Morrison	\$53.04	\$165.00
Engineer 4	F. Anthony	Barnett	\$51.03	\$160.00
Engineer 4	Bret	Reed	\$45.90	\$145.00
Engineer 4	Jed	Smith	\$49.47	\$155.00
Engineer 4	Matt	Peterson	\$51.98	\$165.00
Engineer 5	Craig	Kopasz	\$52.35	\$165.00
Engineer 5	Alexa	Carroll	\$50.00	\$160.00
Engineer 5	Robert	Overfield	\$70.00	\$220.00
Engineer-in-Training 1	Adam	Schalk	\$36.08	\$115.00
Engineer-in-Training 1	Tanner	Greig	\$34.68	\$110.00
Engineer-in-Training 1	Michael	Hollister	\$32.00	\$100.00
Engineer-in-Training 1	Ali	Bennett	\$33.00	\$105.00
Engineer-in-Training 1	Ashley	Rodriguez	\$31.00	\$95.00
Engineer-in-Training 2	Carter	Myers	\$41.64	\$130.00
Engineer-in-Training 2	Hannah	Myers	\$43.50	\$135.00
Engineer-in-Training 2	Levi	Wolfe	\$38.09	\$120.00
Engineer-in-Training 2	Lindsey	McKinney	\$48.73	\$155.00
Engineer-in-Training 2	Delaney	Harm	\$35.00	\$110.00
Geologist 3	Remelle	Burton	\$47.14	\$150.00
Intern	Gavin	Lawson	\$15.00	\$45.00
Intern	Karson	Brennan	\$21.00	\$65.00
Land Surveyor 1	Nicholas	Hummel	\$41.00	\$130.00
Land Surveyor 1	Luke	Mild	\$41.00	\$130.00
Land Surveyor 2/EN 1	Joseph	Messner	\$38.25	\$120.00
Land Surveyor 3	Kenneth	Huffman	\$42.62	\$135.00
Land Surveyor 3	Zane	Flowers	\$46.00	\$145.00
Land Surveyor 5	Thomas	Johnson	\$51.00	\$160.00
Technician 3	John	Haivala	\$36.44	\$115.00
Technician 3/RPR 3	Spencer	Sheffield	\$34.50	\$110.00
Technician 3/RPR 3	Kain	Baxter	\$33.15	\$105.00
Technician 4	Gary	Baughman	\$40.29	\$125.00
Technician 5	Jim	Flowers	\$40.80	\$130.00
Technician 5	Mike	Collier	\$36.72	\$115.00
Project Manager 1 /LS 2	Callie	Hilty	\$42.87	\$135.00
Project Manager 1/LS 2	Ken	Huffman	\$44.49	\$140.00
Project Manager 1/LS 3	Matt	Goodson	\$40.60	\$130.00
Project Manager 2/ LS 4	Joe	Feeley	\$70.00	\$220.00
Project Manager 2/ LS 5	Lyle	Casciato	\$53.04	\$165.00
Project Manager 1/EN 3	Andy	Patceg	\$47.00	\$150.00
Project Manager 2/EN 5	Travis	Conklin	\$62.22	\$195.00
Project Manager 2/ EN 5	Heath	Overfield	\$61.00	\$190.00
Project Manager 2/ EN 5	John	Wetstein	\$60.69	\$190.00
Project Manager 2/EN 5	Ken	Rathbun	\$75.00	\$235.00
Project Manager 2/EN 5	Erik	Wachob	\$53.55	\$170.00
Project Manager 2/EN 5	Dave	Engels	\$55.18	\$175.00
PM 2 / LS 4 / EN 5	Cody	Schatz	\$54.69	\$170.00

REIMBURSABLE EXPENSES BILLING RATE

ITEM	BILLING RATE
Lodging	At current CONUS per diem rate
Meals	At current CONUS per diem rate
Mileage (Meetings & Site Visits)	At current CONUS per diem rate

FY 2026 per diem highlights

We establish the per diem rates for the continental United States (CONUS), which includes the 48 contiguous states and the District of Columbia. Federal agencies use the per diem rates to reimburse their employees for subsistence expenses incurred while on official travel.

Federal per diem rates consist of a maximum lodging allowance component and a meals and incidental expenses (M&IE) component. The standard rate of \$178 (\$110 lodging, \$68 M&IE) applies to most of CONUS. For fiscal year (FY) 2026, there are 296 non-standard areas (NSAs) that have per diem rates higher than the standard rate

M&IE breakdowns for continental U.S. (CONUS)

The meals and incidental expense (M&IE) breakdowns in the table below are provided should federal travelers need to deduct meals furnished by the government or included in a registration fee from their M&IE allowance consistent with Federal Travel Regulation 301-11.18. Meals provided by a common carrier or a complimentary meal provided by a hotel/motel do not affect per diem (301-11.17).

M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
\$68	\$16	\$19	\$28	\$5	\$51.00
\$74	\$18	\$20	\$31	\$5	\$55.50
\$80	\$20	\$22	\$33	\$5	\$60.00
\$86	\$22	\$23	\$36	\$5	\$64.50
\$92	\$23	\$26	\$38	\$5	\$69.00

Lodging

\$110 per night (except in Cody and Jackson)

Mileage Reimbursement

\$0.725 per mile

Equipment Rentals

Actual Cost

ENGINEERING ASSOCIATES

APPENDIX 2 – SCOPE OF SERVICES

The foremost objective for our work is to provide construction plans and documents for construction phase work starting spring 2027 for the WYDOT Transportation Alternatives Program funding cycle. This deliverable will also include construction administration for construction phase services. Work will be completed in accordance with contractual obligations established between WYDOT and the Town as stipulated in Appendix 3. These dates presume Notice to Proceed issued by April 1, 2026.

Scope of work for the *not-to-exceed* engineering planning, study services, and construction phase services includes:

- PRELIMINARY ASSESSMENT PHASE
 - Review corridors for changes from previous preliminary investigation.
 - Scope includes design of curb, gutter, sidewalk, and driveway cuts at the following locations:
 - West Elm Avenue: 6-ft wide ADA-compliant multi-use pathway, beginning at Saratoga Middle/Highschool and ending at the intersection of South 3rd Street and West Elm Avenue, approximately 2,600-LF.
 - Asphalt Surface Improvements located on West Elm Avenue: Saratoga Elementary School bus pull-through, approximately 1,500-SF total.
 - Stormwater improvements along West Elm Avenue, including new culverts and inlets
 - Update estimated construction cost estimates
 - Kickoff meeting with Town Council and staff
 - Present current costs and alternatives
 - Prepare environmental report
 - Request Categorical Exclusion: in town limits, previously disturbed area
 - Report finalized June 2026
 - Execute Right-of-Way and Utility Certificate
 - Finalize June 2026

- DESIGN PHASE
 - Field survey of project corridor (spring 2026)
 - ROW boundary determination
 - Topographic survey with aerial drone imagery
 - Surface improvements, and buried utilities only where located through One-Call
 - Pavement surface and driveway approaches within ROW
 - Sidewalk design of selected route (begin spring 2026)
 - Compile existing site plan and ROW boundaries
 - Prepare proposed site plans
 - Prepare grading plans at intersections for ADA compliance
 - Depict typical sections and details
 - Identify areas where additional ROW may be required
 - Design review with Town at 65%, and 95%. (through September 2026)
 - Prepare project manual suitable for public bidding
 - Includes EJCDC contract documents, technical specifications
 - Includes bid schedule with engineer's estimate
 - See Final Phase, below

- FINAL PROJECT DESIGN PHASE
 - Package and deliver to the Town of Saratoga in electronic and paper formats:
 - Construction drawings
 - Project manual, 95%
 - May still need finalization of dates, easement / ROW acquisition, or other unknowns beyond the scope of this work.
 - Summary punch list identifying which items still need completion
 - Complete November 2026
 - This work supports submission of application for TAP funding by the Town of Saratoga to WYDOT for future construction.

ENGINEERING ASSOCIATES

- **CONSTRUCTION PHASE**
 - Provide assistance to the Town of Saratoga for construction administration:
 - Advertisement to contractors
 - Pre-Bid Meeting (December 2026)
 - Bid Opening (December 2026)
 - Provide recommendation to Town of Saratoga
 - Start Construction (May 2027)
 - Provide Construction Oversight and Administration for the Town
 - Resident Project Representative
 - Construction Surveying & Testing
 - Contract Management

EA proposes to perform the above Scope of Services on a time-and-materials basis, not to exceed \$171,000.00.