



TOWN COUNCIL REGULAR MEETING

DECEMBER 06, 2022 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 Creed James __Councilman Nelson __Councilwoman Beck
__Councilwoman Campbell __Councilman Hutchins

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

- [3\)](#) Approval of the public hearing minutes of November 15, 2022
- [4\)](#) Approval of the regular minutes of November 15, 2022

APPROVAL OF THE BILLS

- 5) Deposits - \$320,895.42
- [6\)](#) Accounts Payable - \$503,484.98
- [7\)](#) Payroll - \$36,825.05
- [8\)](#) Transmittals - \$11,570.03

CORRESPONDENCE

- [9\)](#) Status of Rail Union Negotiations and Potential Chemical Shortages
- [10\)](#) EPA Region 8 Notice of Noncompliance
- [11\)](#) Bank Of Commerce - Letter of Interest for 2023 Depository

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

- [12\)](#) Carbon County Senior Services Agreement
- 13) Bank Reconciliations
- [14\)](#) Valley Village Childcare
- [15\)](#) TAP Project Agreement
- [16\)](#) PVCC Agreement

- 17) Platte Valley Aquatic Center
- [18\)](#) Work Order for Stevens Project
- 19) Liquor License Renewal Approval - Bella's Bistro
- 20) Liquor License Renewal Approval - Valley Liquor
- 21) Liquor License Renewal Approval - Lazy River Cantina
- 22) Liquor License Renewal Approval - Saratoga Resort and Spa
- 23) Liquor License Renewal Approval - Rustic Bar
- 24) Liquor License Renewal Approval - Hotel Wolf
- 25) Liquor License Renewal Approval - JW Hugus Co
- 26) Liquor License Renewal Approval - American Legion Post #54
- 27) Liquor License Renewal Approval - Firewater
- 28) Liquor License Renewal Approval - Snowy Mountain Brewery
Submitted \$1,500 for microbrewery permit and we need to submit a \$1,500 reimbursement to International Resort Properties LLC because the microbrewery permit is held in conjunction with the retail liquor license. Per W.S. 12-4-415(b)(iv), only the retail license fee shall be assessed.

Police Department

- 29) Radio Upgrade to close out 2020 SHSP Grant

Fire Department

Recreation Department / Commission

Next meeting is December 5, 2022 at 6:00 PM at the Town Hall Council Chambers

- 30) Department Report
- [31\)](#) Gym Equipment

Department of Public Works

- 32) Approval to Purchase Gravel & Road Base

REPORTS FROM BOARDS AND COMMISSIONS

Community Center Joint Powers Board

Next meeting is December 12, 2022 at 4:30 PM at the PVCC

Water and Sewer Joint Power Board

Next meeting is December 14, 2022 at 6:00 PM at the PVCC

- [33\)](#) Spring Ave Shutdown

Planning Commission

Next meeting is December 13, 2022 at 5:30 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is December 12, 2022 at 3:30 PM at the Town Hall Council Chambers

- [34\)](#) SAA Ent Rd L&L Pay Request 3

South Central Wyoming Emergency Medical Services Board

Next meeting is December 19, 2022 at 6:00 PM at Saratoga Ambulance Barn

- [35\)](#) Wyoming Hospital Association

NEW BUSINESS

EXECUTIVE SESSION

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

FURTHER BUSINESS

ADJOURNMENT

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, DECEMBER 20, 2022 AT 6:00 PM.**



TOWN COUNCIL PUBLIC HEARING NOVEMBER 15, 2022 at 5:30 PM

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

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Creed James __Councilman Nelson __Councilwoman Beck __Councilwoman Campbell __Councilman Hutchins

PRESENT

Mayor James
Councilwoman Campbell
Councilman Nelson
Councilman Hutchins

ABSENT

Councilwoman Beck

APPROVAL OF THE AGENDA

Motion made by Councilman Nelson, Seconded by Councilman Hutchins.

ITEMS FROM THE PUBLIC

- 3) 2023-01 American Legion - Limited Retail License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 4) 2023-02 Bella's Bistro - Bar and Grill License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 5) 2023-03 Firewater Public House - Restaurant Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 6) 2023-04 JW Hugus & Co - Restaurant Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 7) 2023-05 Saratoga Resort and Spa - Retail Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.

- 8) 2023-06 Snowy Mountain Brewery - Microbrewery License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 9) 2023-07 Valley Liquor - Retail Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 10) 2023-08 Rustic Bar - Retail Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 11) 2023-09 Lazy River Cantina - Retail Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.
- 12) 2023-10 Hotel Wolf - Retail Liquor License
There were no public comments and Chief Ken Lehr noted they were in compliance.

COUNCIL COMMENTS

There were no council comments.

NEW BUSINESS

There was no new business.

ADJOURNMENT

Motion made by Councilman Nelson to adjourn at 5:36pm, Seconded by Councilman Hutchins.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, NOVEMBER 15, 2022 AT 6:00 PM.**

Mayor Creed James

Marie Christen, Town Clerk



TOWN COUNCIL REGULAR MEETING NOVEMBER 15, 2022 at 6:00 PM

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

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Creed James __Councilman Nelson __Councilwoman Beck
__Councilwoman Campbell __Councilman Hutchins

PRESENT

Mayor Creed James
Councilman Jon Nelson
Councilwoman Beck
Councilwoman D'Ron Campbell
Councilman Ron Hutchins

APPROVAL OF THE AGENDA

Mayor James added 'Selling Town Property' under Town Hall. Motion made by Councilman Nelson to approve the agenda as amended. Seconded by Councilwoman Campbell. Motion carried.

APPROVAL OF THE MINUTES

- 3) Approval of the regular minutes of November 1, 2022
Motion made by Councilman Hutchins to approve the minutes. Seconded by Councilwoman Campbell. Motion carried.

APPROVAL OF THE BILLS

- 4) Deposits - \$254,415.25
Motion made by Councilwoman Campbell to approve the deposits. Seconded by Councilman Nelson. Motion carried.

- 5) Accounts Payable - \$844,879.03
Motion made by Councilman Nelson to approve the accounts payable. Seconded by Councilwoman Campbell. Motion carried.
- 6) Payroll - \$34,324.91
Motion made by Councilman Nelson to approve payroll. Seconded by Councilman Hutchins. Motion carried.
- 7) Transmittals - \$67,100.57
Motion made by Councilman Hutchins to approve the transmittals. Seconded by Councilman Nelson. Motion carried.

CORRESPONDENCE

- 8) Christmas Magic Lighted Parade
The lighted Christmas parade is on December 10, 2022 at 5pm and line up at 4:30pm at the Community Center.

ITEMS FROM THE PUBLIC

There were no items from the public.

COUNCIL COMMENTS

Councilman Nelson stated that he wanted to acknowledge the work on the town financial situation. Four years ago, the town had \$1.5 million in combined cash. Now, it is at \$7.7 million in combined cash. It has been quite an effort on everyone's behalf.

Councilman Nelson stated the governing body has an obligation to provide a framework of support to citizens to come together and undertake projects within our community and not everything has to be done by the Town Council and government. The Town Council should be supportive of the efforts done by citizens outside of the government to better the community or serve a need, it is incumbent of the Town Council to provide a framework for that to take place. Let's use the Recreation department as an example, when those services are offered outside the umbrella of Town Hall utilizing some amount of public funds; there is a loss of accountability for that money and programming. If people spending public funds are not standing for election and answer to constituents, ultimately there is a potential to abuse the public funds and/or programming. We should be thankful there are people that do community projects and support them in those endeavors.

Councilman Hutchins agreed and reiterated Councilman Nelson's sentiments and said we are on a good track with asking if all purchases are in the budget.

REPORTS FROM DEPARTMENTS

Town Hall

- 9) Motion to Transfer 2nd disbursement of ARPA to WyoStar from the General Fund
Motion made by Councilman Nelson. Seconded by Councilwoman Campbell. Motion carried.
- 10) Carbon County Senior Services Agreement - 2nd Draft
Clerk Marie Christen stated that we are waiting on the Carbon County Senior Services to look at the agreement for their feedback.
- 11) Bank Reconciliations
Mayor James spoke to Stuart Webster and is waiting for a few things from Treasurer Georgia Gayle and will finished last fiscal year. Stuart Webster acknowledged that the bank reconciliations were more difficult than he thought.
- 12) Ordinance 865 - Mobile Vending 3rd Reading
Motion made by Councilman Nelson in title only for third reading. Seconded by Councilman Hutchins. Motion carried.
Motion made by Councilman Nelson to pass, approve and adopt the ordinance.
Councilwoman Campbell seconded the motion. Motion carried.
- 13) Special Events Application - 307 GoFast on Ice
Councilman Nelson stated his only concern is to make sure we have the certificate of insurance from the applicant. Susan Smith said they are getting permission from the Arnolds' to use their part of the lake. Motion made by Councilman Nelson to approve the special event application subject to receiving all signatures necessary on the application, insurance certificate and communication from SCWEMS. Seconded by Councilman Hutchins. Motion carried.
- 14) Wyoming Retirement System Pension Agreement
Motion made by Councilwoman Campbell, Seconded by Councilman Hutchins.
- 15) Selling Town Property
Mayor James was asked if the town had interest in selling areas by River St., Pine St., Myrtle St. and Veterans St. He told interested individuals that there is a process if town liquidated any assets and he said he would bring it up to the Council. Mayor James stated that it would be up to the new council but he doesn't think the town should sell just to sell. Councilman Nelson said the town should be responsible with our investments.

Police Department

Chief Lehr stated that Spillman and Digiticket has been doing good. He stated that it is just a matter of getting used to it. Sergeant Christen and dispatcher Alyx Munson are at training.

- 16) Dispatcher \$1 Pay Increase
Jenn Anderson completed her dispatch academy and Chief Lehr would like to increase her pay by \$1.
Motion made by Councilman Nelson. Seconded by Councilwoman Campbell. Motion carried.

Fire Department

Mayor James stated there was a house fire last Sunday North of town. There will be a food drive the Wednesday before Christmas and typically the schools collect canned goods for the fire department. If anyone has any food items, they can also drop it off at town hall.

Recreation Department / Commission

Next meeting is December 5, 2022 at 6:00 PM at the Town Hall Council Chambers

16) Department Report

The gym will be closed on November 25th. Pickleball clinic was successful, and they will have gym hours for Pickleball. There will be a holiday movie on December 20, 2022 because there is early dismissal for school and the movie will start at 2pm. There is one recreation commission opening and any interested parties should contact the Mayor.

17) Public Announcement & Notice

18) Ice Skate Rink Updates

The gates to the ice skating rink are working and the town will work on lights. The Kiwanis will contact the fire department on filling the ice-skating rink. They are looking to open the ice-skating rink on December 19th.

Department of Public Works

The lighting in the streets building is bad. The quote to replace 9 of the old florescent lights from Cord's Electric is \$2500 plus fixtures. If the town provided the lights, then it is \$1000 plus or minus 15%.

Councilman Nelson made a motion to purchase LEDs and to hire Cord's Electric not to exceed to \$1150. Councilman Hutchins seconded. Motion carried.

At the weekly meeting on Spring Avenue Waterline project, Lewis and Lewis acknowledged they will not get the project completed this year. There will be a discussion on a plan for the winter shut down and a workshop to discuss liquidated damages.

19) DPW Job Posting

Mayor James asked for input from the new council and through the interview process. Chuck Davis stated he would like to advertise and let it run for a month. Councilman Nelson would like to reevaluate the job description and would like a workshop with the new council to see what direction they can go with it.

REPORTS FROM BOARDS AND COMMISSIONS

Community Center Joint Powers Board

Next meeting is December 12, 2022 at 4:30 PM at the PVCC

Water and Sewer Joint Power Board

Next meeting is December 14, 2022 at 6:00 PM at the PVCC

The water tank has been discussed as the next priority. The Joint Powers Board would like the late fees from payments to continue going to the water fund. They have agreed to pay for Brenda Mistelske's overtime for inputting the new water meter information.

Motion made by Councilman Nelson to ratify issuing the notice of assessing liquidated damages to Lewis & Lewis. Seconded by Councilman Hutchins. Motion carried.

Planning Commission

Next meeting is December 13, 2022 at 5:30 PM at the Town Hall Council Chambers

There are 2 requests for variances at the next planning meeting in December.

Saratoga Airport Advisory Board

Next meeting is December 12, 2022 at 3:30 PM at the Town Hall Council Chambers

The next project is a revamp of the airport master plan. There has been an increase of activity and the master plan may be moved up to 2023.

- 20) SAA Grant Oversight Risk Assessment
Mike Beckoff stated that he will meet with Clerk Marie Christen and will work on a grant risk assessment.
- 21) RFR ASA004B
Motion made by Councilman Nelson to approve the Mayor to sign the request for reimbursement from WYDOT and the FAA. Seconded by Councilman Hutchins. Motion carried.
- 22) RFR AER1012794 #4
Motion made by Councilman Nelson to approve the Mayor to sign the request for reimbursement. Seconded by Councilman Hutchins. Motion carried.
- 23) RFR ASA003A
Motion made by Councilman Nelson to approve the Mayor to sign the request for reimbursement. Seconded by Councilman Hutchins. Motion carried.

South Central Wyoming Emergency Medical Services Board

Next meeting is November 21, 2022 at 6:00 PM at Hanna Fire Station

NEW BUSINESS

No new business.

EXECUTIVE SESSION

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

Motion made by Councilwoman Campbell to enter executive session at 7:21pm. Seconded by Councilman Hutchins. Motion carried.

Motion made by Councilman Nelson to exit executive session at 7:50pm. Seconded by Councilwoman Campbell. Motion carried.

FURTHER BUSINESS

No further business.

ADJOURNMENT

Motion made by Councilwoman Campbell to adjourn at 7:50pm. Councilman Nelson seconded. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, DECEMBER 6, 2022 AT 6:00 PM.**

Mayor Creed James

Marie Christen, Town Clerk

TOWN OF SARATOGA

Cash Requirements Report - Treasurer

Page: 1

Due date(s): All-All

Dec 01, 2022 06:56PM

Check Issue Date: 12/1/2022

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
11/08/2022		7387	3 P's Platte Valley Porta Po	1491	550.00	.00	.00	550.00			
12/07/2022		7579	A T & T MOBILITY	2873094755	278.90	.00	.00	278.90			
11/16/2022		7641	Alyx Munson	11/13-11/16	200.00	.00	.00	200.00			
12/12/2022		1207	AMERICAN EXPRESS LO	LOAD#00410	75.89	.00	.00	75.89			
12/12/2022		1207	AMERICAN EXPRESS LO	LOAD#00410	5,386.50	.00	.00	5,386.50			
12/12/2022		1207	AMERICAN EXPRESS LO	LOAD#00410	931.88	.00	.00	931.88			
12/08/2022		7591	Black Hills Energy 0330-32	6106 0330 3	494.32	.00	.00	494.32			
12/08/2022		7590	Black Hills Energy 7231-14	7953 7231 1	178.78	.00	.00	178.78			
12/08/2022		7589	Black Hills Energy 7275-62	6113 7275 62	441.85	.00	.00	441.85			
12/08/2022		3400	Black Hills Energy 8916-95	4893 8916 9	138.43	.00	.00	138.43			
12/08/2022		7592	Black Hills Energy 9457-17	6102 9457 1	242.53	.00	.00	242.53			
12/21/2022		7400	Capital Business Systems I	1224351	211.15	.00	.00	211.15			
12/21/2022		7400	Capital Business Systems I	1224352	21.63	.00	.00	21.63			
11/22/2022		1725	CARBON POWER & LIGH	270	107.98	.00	.00	107.98			
11/15/2022		7441	Casey Lehr	2	200.00	.00	.00	200.00			
12/16/2022		7221	CenturyLINK	307-432-133	172.86	.00	.00	172.86			
12/07/2022		2180	DANA KEPNER Co.	2235014-00	695.28	.00	.00	695.28			
12/07/2022		2180	DANA KEPNER Co.	2235481-01	347.64	.00	.00	347.64			
12/18/2022		7635	Instrument & Supply West,	0005114-IN	351.68	.00	.00	351.68			
11/30/2022		7535	INTERNATIONAL RESOR	113022	1,500.00	.00	.00	1,500.00			
10/21/2022		7643	Lewis & Lewis, Inc.	2	421,969.57	.00	.00	421,969.57			
11/30/2022		7560	Maria Johnson	2022-469	49.60	.00	.00	49.60			
11/22/2022		7648	Michael Day	11122022	150.00	.00	.00	150.00			
11/30/2022		7285	Pine Cove Consulting LLC	16657C	250.00	.00	.00	250.00			
12/03/2022		7362	Platte Valley Heating & Air	1837	110.00	.00	.00	110.00			
12/11/2022		7427	Rocky Mountain Air Solutio	30403450	2,685.40	.00	.00	2,685.40			
12/20/2022		7427	Rocky Mountain Air Solutio	30404868	301.85	.00	.00	301.85			
12/08/2022		4895	SARATOGA FEED AND G	87558	10.99	.00	.00	10.99			
12/19/2022		4895	SARATOGA FEED AND G	87692	29.25	.00	.00	29.25			
10/31/2022		7438	Stinker Stores Inc. for AR	CFN006814	3,067.67	.00	.00	3,067.67			
11/18/2022		7551	SUNDAHL POWERS KAP	14519	7,083.37	.00	.00	7,083.37			
12/16/2022		5345	THATCHER COMPANY	2022100126	1,442.33	.00	.00	1,442.33			
12/15/2022		7612	T-O Engineers, Inc.	220036-9	32,713.77	.00	.00	32,713.77			
12/15/2022		7612	T-O Engineers, Inc.	220235-6	1,367.50	.00	.00	1,367.50			
12/15/2022		7612	T-O Engineers, Inc.	220485-4	128.75	.00	.00	128.75			
01/06/2023		5630	UNION TELEPHONE CO	70001447 11/	421.68	.00	.00	421.68			
01/06/2023		5630	UNION TELEPHONE CO	70102786-11/	60.59	.00	.00	60.59			
01/06/2023		5630	UNION TELEPHONE CO	70122064 11/	584.20	.00	.00	584.20			
12/25/2022		7528	Upper Platte River Solid W	11252022	1,154.00	.00	.00	1,154.00			
11/18/2022		4710	WLC, INC	2022-10967	1,045.00	.00	.00	1,045.00			
11/23/2022		6085	WYO ASSOC OF RURAL	18103	475.00	.00	.00	475.00			
12/08/2022		6120	WYOMING LAW ENFORC	C-11879	550.00	.00	.00	550.00			
11/27/2022		6705	WYOMING MACHINERY	PO7394384	32.44	.00	.00	32.44			
11/28/2022		6705	WYOMING MACHINERY	PO7396118	203.95	.00	.00	203.95			
11/29/2022		6705	WYOMING MACHINERY	PO7397763	61.62	.00	.00	61.62			
Grand Totals:				45	488,475.83	.00	.00	488,475.83			

Cash Requirements Summary

TOWN OF SARATOGA

Cash Requirements Report - Treasurer

Page: 2

Due date(s): All-All

Dec 01, 2022 06:56PM

Check Issue Date: 12/1/2022

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
10/21/2022	421,969.57	.00	.00	421,969.57	421,969.57
10/31/2022	3,067.67	.00	.00	3,067.67	425,037.24
11/08/2022	550.00	.00	.00	550.00	425,587.24
11/15/2022	200.00	.00	.00	200.00	425,787.24
11/16/2022	200.00	.00	.00	200.00	425,987.24
11/18/2022	8,128.37	.00	.00	8,128.37	434,115.61
11/22/2022	257.98	.00	.00	257.98	434,373.59
11/23/2022	475.00	.00	.00	475.00	434,848.59
11/27/2022	32.44	.00	.00	32.44	434,881.03
11/28/2022	203.95	.00	.00	203.95	435,084.98
11/29/2022	61.62	.00	.00	61.62	435,146.60
11/30/2022	1,799.60	.00	.00	1,799.60	436,946.20
12/03/2022	110.00	.00	.00	110.00	437,056.20
12/07/2022	1,321.82	.00	.00	1,321.82	438,378.02
12/08/2022	2,056.90	.00	.00	2,056.90	440,434.92
12/11/2022	2,685.40	.00	.00	2,685.40	443,120.32
12/12/2022	6,394.27	.00	.00	6,394.27	449,514.59
12/15/2022	34,210.02	.00	.00	34,210.02	483,724.61
12/16/2022	1,615.19	.00	.00	1,615.19	485,339.80
12/18/2022	351.68	.00	.00	351.68	485,691.48
12/19/2022	29.25	.00	.00	29.25	485,720.73
12/20/2022	301.85	.00	.00	301.85	486,022.58
12/21/2022	232.78	.00	.00	232.78	486,255.36
12/25/2022	1,154.00	.00	.00	1,154.00	487,409.36
01/06/2023	1,066.47	.00	.00	1,066.47	488,475.83

Grand Totals:

488,475.83	.00	.00	488,475.83
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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 Account Number
3 P's Platte Valley Porta Pot & Septic								
7387	3 P's Platte Valley Porta Pot & Septic	1491	weekly cleaning of porta potty - parks	11/08/2022	220.00	.00		10-444-262
7387	3 P's Platte Valley Porta Pot & Septic	1491	weekly cleaning of porta potty - airport	11/08/2022	110.00	.00		42-533-262
7387	3 P's Platte Valley Porta Pot & Septic	1491	weekly cleaning of porta potty - football fi	11/08/2022	220.00	.00		10-445-262
Total 3 P's Platte Valley Porta Pot & Septic:					550.00	.00		
71 CONSTRUCTION								
1025	71 CONSTRUCTION	1897-120-1	Asphalt repair - water main break 1st & R	09/26/2022	8,500.00	8,500.00	11/18/2022	51-531-251
1025	71 CONSTRUCTION	4923RWHF	Hot Mix Asphalt, 11th & Main Valley Pan	09/14/2022	509.15	509.15	11/18/2022	10-431-260
Total 71 CONSTRUCTION:					9,009.15	9,009.15		
A T & T MOBILITY								
7579	A T & T MOBILITY	287309475560	POLICE CELL PHONES	11/12/2022	278.90	.00		10-421-280
Total A T & T MOBILITY:					278.90	.00		
Alyx Munson								
7641	Alyx Munson	11/13-11/16	APCO Nena Conference 11/13-11/16	11/16/2022	200.00	.00		10-421-230
Total Alyx Munson:					200.00	.00		
AMERICAN EXPRESS LOAD # 004105								
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon printer ink	11/28/2022	75.89	.00		10-445-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon prime fee	11/28/2022	14.99	.00		10-411-245
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Titan Man Basket	11/28/2022	2,429.99	.00		10-431-740
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Fairfield Cheyenne, Chjsten	11/28/2022	196.00	.00		10-411-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Subway, Cheyenne Christen	11/28/2022	10.05	.00		10-411-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Drive Thru, Cheyenne Christen	11/28/2022	13.86	.00		10-411-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Chick Fil A Cheyenne Christen	11/28/2022	14.35	.00		10-411-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Panda Expr Cheyenne, Christen	11/28/2022	10.87	.00		10-411-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Green Tek Energy, LED High Bay Lights	11/28/2022	999.90	.00		10-431-720
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon, keyboard mouse, Treasurer	11/28/2022	24.99	.00		10-411-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Adobe renewal	11/28/2022	165.23	.00		10-411-240

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Walmart cleaner	11/28/2022	32.56	.00		10-442-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Keurig, coffee	11/28/2022	51.72	.00		10-411-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Walmart, copy paper	11/28/2022	137.67	.00		10-421-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Walmart, copy paper	11/28/2022	349.79	.00		10-411-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Grant Management USA training, Christie	11/28/2022	595.00	.00		10-411-235
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Walmart, tissue	11/28/2022	49.94	.00		10-411-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon, masks	11/28/2022	23.38	.00		10-411-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon key box, file labels	11/28/2022	34.37	.00		10-411-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Walmart, cleaner, TP	11/28/2022	103.76	.00		10-442-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Walmart, cleaner, TP	11/28/2022	64.09	.00		10-443-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Zoom 11/2-12/1	11/28/2022	63.99	.00		10-411-245
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon disinfectant	11/28/2022	22.89	.00		10-421-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Zero9 Holsters, mag pouch, handcuff cas	11/28/2022	125.85	.00		10-421-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Best Western Casper, Christen	11/28/2022	305.76	.00		10-421-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Best Western Casper, Munson	11/28/2022	305.76	.00		10-421-230
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Headset World, Yealink earhook	11/28/2022	42.90	.00		10-421-225
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon, vacuum filters	11/28/2022	26.61	.00		10-421-250
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	Amazon, paper bags	11/28/2022	28.07	.00		10-421-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	CMI Inc, Mouthpiece	11/28/2022	76.20	.00		10-421-240
1207	AMERICAN EXPRESS LOAD # 004105	LOAD#004105	CMI, refund sales tax, mouthpiece	11/28/2022	2.16-	.00		10-421-240
Total AMERICAN EXPRESS LOAD # 004105:					6,394.27	.00		
Black Hills Energy 0330-32								
7591	Black Hills Energy 0330-32	6106 0330 32 1	305 S River Shop	11/18/2022	494.32	.00		10-431-270
Total Black Hills Energy 0330-32:					494.32	.00		
Black Hills Energy 7231-14								
7590	Black Hills Energy 7231-14	7953 7231 14 1	110 E Spring TH	11/18/2022	89.39	.00		10-411-270
7590	Black Hills Energy 7231-14	7953 7231 14 1	110 E Spring Police	11/18/2022	89.39	.00		10-421-270
Total Black Hills Energy 7231-14:					178.78	.00		
Black Hills Energy 7275-62								
7589	Black Hills Energy 7275-62	6113 7275 62 1	122 E Spring Fire	11/18/2022	441.85	.00		10-422-270
Total Black Hills Energy 7275-62:					441.85	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
Black Hills Energy 8916-95								
3400	Black Hills Energy 8916-95	4893	8916 95 1 117 E Spring Ave	11/18/2022	138.43	.00		10-422-270
Total Black Hills Energy 8916-95:					138.43	.00		
Black Hills Energy 9457-17								
7592	Black Hills Energy 9457-17	6102	9457 17-1 303 S River St	11/18/2022	121.27	.00		52-532-270
7592	Black Hills Energy 9457-17	6102	9457 17-1 303 S River St	11/18/2022	121.26	.00		51-531-270
Total Black Hills Energy 9457-17:					242.53	.00		
Capital Business Systems Inc. (WV)								
7400	Capital Business Systems Inc. (WV)	1224351	Supplies - Town Hall	11/21/2022	42.23	.00		10-411-240
7400	Capital Business Systems Inc. (WV)	1224351	Supplies - Planning	11/21/2022	42.23	.00		10-412-240
7400	Capital Business Systems Inc. (WV)	1224351	Supplies - Streets	11/21/2022	42.23	.00		10-431-240
7400	Capital Business Systems Inc. (WV)	1224351	Supplies - Water	11/21/2022	21.12	.00		51-531-240
7400	Capital Business Systems Inc. (WV)	1224351	Supplies - Sewer	11/21/2022	21.12	.00		52-532-240
7400	Capital Business Systems Inc. (WV)	1224351	Supplies - Court	11/21/2022	42.22	.00		10-413-240
7400	Capital Business Systems Inc. (WV)	1224352	Supplies Police	11/21/2022	21.63	.00		10-421-240
Total Capital Business Systems Inc. (WV):					232.78	.00		
CARBON POWER & LIGHT, INC.								
1725	CARBON POWER & LIGHT, INC.	270	Marley Blower Motor/Labor Heaters for B	11/22/2022	107.98	.00		10-431-262
Total CARBON POWER & LIGHT, INC.:					107.98	.00		
Casey Lehr								
7441	Casey Lehr	2	Firearms Training 4 hrs	10/15/2022	200.00	.00		10-421-235
Total Casey Lehr:					200.00	.00		
CenturyLINK								
7221	CenturyLINK	307-432-1330 0	data lines PD 11/16-12/15	11/16/2022	172.86	.00		10-421-280
Total CenturyLINK:					172.86	.00		
Crowley Fleck PLLP								
7623	Crowley Fleck PLLP	988426	Legal investigation and report	11/16/2022	6,000.00	6,000.00	11/18/2022	10-411-310

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
	Total Crowley Fleck PLLP:							
					6,000.00	6,000.00		
	DANA KEPNER Co.							
2180	DANA KEPNER Co.	2235014-00	NL 3/4" B44-333M-Q Ford ball valve	11/07/2022	695.28	.00		51-531-492
2180	DANA KEPNER Co.	2235481-01	NL 3/4" B44-333M-Q Ford ball valve	11/07/2022	347.64	.00		51-531-492
	Total DANA KEPNER Co.:							
					1,042.92	.00		
	Instrument & Supply West, Inc.							
7635	Instrument & Supply West, Inc.	0005114-IN	Reagent Set	11/18/2022	351.68	.00		52-532-241
	Total Instrument & Supply West, Inc.:							
					351.68	.00		
	INTERNATIONAL RESORT PROPERTIES							
7535	INTERNATIONAL RESORT PROPERTI	113022	Refund liquor license overpayment per	11/30/2022	1,500.00	.00		10-320-210
	Total INTERNATIONAL RESORT PROPERTIES:							
					1,500.00	.00		
	Lewis & Lewis, Inc.							
7643	Lewis & Lewis, Inc.	2	Spring Ave Utility & Street Improvement	10/21/2022	421,969.57	.00		51-531-720
	Total Lewis & Lewis, Inc.:							
					421,969.57	.00		
	Maria Johnson							
7560	Maria Johnson	2022-469	Embroidered Clothing	11/15/2022	49.60	.00		10-421-200
	Total Maria Johnson:							
					49.60	.00		
	Michael Day							
7648	Michael Day	11122022	Pickel ball Instruction	11/22/2022	150.00	.00		10-445-495
	Total Michael Day:							
					150.00	.00		
	Pine Cove Consulting LLC							
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	67.50	.00		10-411-320
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	12.50	.00		10-412-320
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	25.00	.00		51-531-320
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	25.00	.00		52-532-320
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	82.50	.00		10-421-320

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	12.50	.00		10-413-320
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	12.50	.00		10-445-320
7285	Pine Cove Consulting LLC	16657C	Office 365	11/30/2022	12.50	.00		10-442-320
Total Pine Cove Consulting LLC:					250.00	.00		
Platte Valley Heating & Air								
7362	Platte Valley Heating & Air	1837	Service call - police	11/23/2022	110.00	.00		10-421-262
Total Platte Valley Heating & Air :					110.00	.00		
Rocky Mountain Air Solutions								
7427	Rocky Mountain Air Solutions	30403460	Chlorine CL-2.5	11/11/2022	2,685.40	.00		52-532-241
7427	Rocky Mountain Air Solutions	30404868	Bottle Rental	11/20/2022	150.93	.00		52-532-241
7427	Rocky Mountain Air Solutions	30404868	Bottle Rental	11/20/2022	150.92	.00		51-531-241
Total Rocky Mountain Air Solutions:					2,987.25	.00		
SARATOGA FEED AND GRAIN								
4895	SARATOGA FEED AND GRAIN	87558	artic tuff glove	11/08/2022	5.49	.00		51-531-500
4895	SARATOGA FEED AND GRAIN	87558	artic tuff glove	11/08/2022	5.50	.00		52-532-500
4895	SARATOGA FEED AND GRAIN	87692	Propane - thaw water valves	11/19/2022	29.25	.00		51-531-250
Total SARATOGA FEED AND GRAIN:					40.24	.00		
Stinker Stores Inc. for AR Dept. 566								
7438	Stinker Stores Inc. for AR Dept. 566	CFN006814	Fuel for Town vehicles	10/31/2022	407.97	.00		51-531-256
7438	Stinker Stores Inc. for AR Dept. 566	CFN006814	Fuel for Town vehicles	10/31/2022	407.96	.00		52-532-256
7438	Stinker Stores Inc. for AR Dept. 566	CFN006814	Fuel for Town vehicles	10/31/2022	160.53	.00		10-411-265
7438	Stinker Stores Inc. for AR Dept. 566	CFN006814	Fuel for Town vehicles	10/31/2022	731.71	.00		10-421-256
7438	Stinker Stores Inc. for AR Dept. 566	CFN006814	Fuel for Town vehicles	10/31/2022	1,359.50	.00		10-431-256
Total Stinker Stores Inc. for AR Dept. 566:					3,067.67	.00		
SUNDAHL POWERS KAPP & MARTIN LLC								
7551	SUNDAHL POWERS KAPP & MARTIN L	14519	Legal Fees October	11/18/2022	4,157.95	.00		10-411-310
7551	SUNDAHL POWERS KAPP & MARTIN L	14519	Legal Fees October	11/18/2022	1,892.26	.00		10-413-310
7551	SUNDAHL POWERS KAPP & MARTIN L	14519	Legal Fees October	11/18/2022	347.11	.00		10-412-310
7551	SUNDAHL POWERS KAPP & MARTIN L	14519	Legal Fees October	11/18/2022	34.71	.00		10-421-310
7551	SUNDAHL POWERS KAPP & MARTIN L	14519	Legal Fees October	11/18/2022	595.19	.00		51-531-310

MN OF SARATOGA

Payment Approval Report - Treasurer 2021
Report dates: 11/16/2022-12/1/2022Page: 6
Dec 01, 2022 06:04PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
7551	SUNDAHL POWERS KAPP & MARTIN L	14519	Legal Fees October	11/18/2022	56.15	.00		52-532-310
Total SUNDAHL POWERS KAPP & MARTIN LLC:								
					7,083.37	.00		
THATCHER COMPANY								
5345	THATCHER COMPANY	2022100126406	Sodium bisulfite 38-40% for Water Treat	11/17/2022	1,442.33	.00		51-531-241
Total THATCHER COMPANY:								
					1,442.33	.00		
T-O Engineers, Inc.								
7612	T-O Engineers, Inc.	220036-9	Spring St Water Line, Constr Admin 9/26-	11/15/2022	32,713.77	.00		51-531-720
7612	T-O Engineers, Inc.	220235-6	Saratoga Grading Plan, Alternative, 9/26-	11/15/2022	1,367.50	.00		10-411-760
7612	T-O Engineers, Inc.	220485-4	ARPA Grant Application 9/26-10/31	11/15/2022	128.75	.00		51-531-310
Total T-O Engineers, Inc.:								
					34,210.02	.00		
UNION TELEPHONE CO								
5630	UNION TELEPHONE CO	70001447 11/17	11/17-12/16 Cell TH	11/17/2022	71.69	.00		10-411-280
5630	UNION TELEPHONE CO	70001447 11/17	11/17-12/16 Cell P&Z	11/17/2022	54.81	.00		10-412-280
5630	UNION TELEPHONE CO	70001447 11/17	11/17-12/16 Cell Streets	11/17/2022	113.85	.00		10-431-280
5630	UNION TELEPHONE CO	70001447 11/17	11/17-12/16 Cell Rec	11/17/2022	71.69	.00		10-445-280
5630	UNION TELEPHONE CO	70001447 11/17	11/17-12/16 Cell Water	11/17/2022	54.82	.00		51-531-280
5630	UNION TELEPHONE CO	70001447 11/17	11/17-12/16 Cell Sewer	11/17/2022	54.82	.00		52-532-280
5630	UNION TELEPHONE CO	70102786-11/17	11/17-12/16 Cell	11/17/2022	60.59	.00		10-421-280
5630	UNION TELEPHONE CO	70122064 11/17	11/17-12/16 E911	11/17/2022	584.20	.00		25-421-320
Total UNION TELEPHONE CO:								
					1,066.47	.00		
Upper Platte River Solid Waste Dispdist								
7528	Upper Platte River Solid Waste Dispdist	11252022	Lake	11/25/2022	142.00	.00		10-443-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Kathy Glode Park	11/25/2022	38.00	.00		10-444-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Veterans Island	11/25/2022	245.00	.00		10-444-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Hot Pool	11/25/2022	408.00	.00		10-442-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Town Hall	11/25/2022	19.00	.00		10-411-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Police	11/25/2022	19.00	.00		10-421-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Water	11/25/2022	122.50	.00		51-531-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Sewer	11/25/2022	38.00	.00		52-532-262
7528	Upper Platte River Solid Waste Dispdist	11252022	Streets	11/25/2022	122.50	.00		10-431-262

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
Total Upper Platte River Solid Waste Dispdist:								
					1,154.00	.00		
WLC, INC								
4710	WLC, INC	2022-10967	Curb & gutter design, Never Forget Park	11/18/2022	1,045.00	.00		10-444-724
Total WLC, INC:								
					1,045.00	.00		
WYO ASSOC OF RURAL WATER SYST								
6085	WYO ASSOC OF RURAL WATER SYST	18103	2023 Voting membership - water	11/23/2022	237.50	.00		51-531-245
6085	WYO ASSOC OF RURAL WATER SYST	18103	2023 Voting membership - sewer	11/23/2022	237.50	.00		52-532-245
Total WYO ASSOC OF RURAL WATER SYST:								
					475.00	.00		
WYOMING LAW ENFORCEMENT ACADEMY								
6120	WYOMING LAW ENFORCEMENT ACA	C-11879	Training for Jennifer Anderson	11/08/2022	550.00	.00		10-421-235
Total WYOMING LAW ENFORCEMENT ACADEMY:								
					550.00	.00		
WYOMING MACHINERY COMPANY								
6705	WYOMING MACHINERY COMPANY	POT394384	For430E Backhoe - 500-0269 Pin -G.E.T.	11/17/2022	32.44	.00		10-431-248
6705	WYOMING MACHINERY COMPANY	POT396118	For 430E Backhoe - 208-5236 Tip long, 1	11/18/2022	203.95	.00		10-431-248
6705	WYOMING MACHINERY COMPANY	POT397763	For 924H Loader - 287-7430 Gasket Cov	11/19/2022	61.62	.00		10-431-248
Total WYOMING MACHINERY COMPANY:								
					298.01	.00		
Grand Totals:								
					503,484.98	15,009.15		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account Number
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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.

Includes unprinted checks

Report Criteria:

Paid transmittals included

Begin Date: ALL

End Date: ALL

Transmittal Transaction.Check number = 120220221,051248

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount	GL Updated	Check Date
51248									
3	GREAT-WEST TRUST CO	51248	11/20/2022	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 11/20/2022	10-212500	145.00	No	12/01/2022
3	GREAT-WEST TRUST CO	51248	11/20/2022	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 11/20/2022	10-212500	80.00	No	12/01/2022
Total 51248:							225.00		
120220221									
1	EFTPS -TAXES	120220221	11/20/2022	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 11/20/2	10-212100	2,889.59	No	12/02/2022
1	EFTPS -TAXES	120220221	11/20/2022	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 11/20/2	10-212100	2,889.59	No	12/02/2022
1	EFTPS -TAXES	120220221	11/20/2022	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 11/20/2022	10-212100	675.82	No	12/02/2022
1	EFTPS -TAXES	120220221	11/20/2022	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 11/20/2022	10-212100	675.82	No	12/02/2022
1	EFTPS -TAXES	120220221	11/20/2022	76-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period	10-212200	4,214.21	No	12/02/2022
Total 120220221:							11,345.03		
Grand Totals:							11,570.03		

From: StClair, Kyle (he/him/his) <StClair.Kyle@epa.gov> on behalf of EPA Region 8 Drinking Water Unit <R8DWU@epa.gov>
Sent: Thursday, December 1, 2022 9:10 AM
To: EPA Region 8 Drinking Water Unit
Subject: Status of Rail Union Negotiations and potential chemical shortages

Dear Water System Representatives,

U.S rail carriers and unions reached a tentative agreement on 9/15/22 subject to ratification by members of the 12 rail unions. Four rail unions failed to ratify the agreement but agreed to the status quo until 12/9/22. Should one or more of these unions fail to ratify the agreement by 12/9/22 disruptions in rail service will impact the transportation of water and wastewater treatment chemicals. In anticipation of a potential transportation disruption as soon as 12/5/22, the rail lines could issue embargoes on the transport of hazardous material by 11/28/22.

Recommended action for utilities to prepare for a disruption of their chemical supply include:

- 1) Reviewing EPA's resiliency guidelines found here,
- 2) Utilities should take immediate inventory of their chlorine supply and other essential chemicals and coordinate with suppliers regarding pending deliveries.
- 3) Contacting their primary chemical supplier to discuss the impacts and timelines on deliveries,
- 4) Contacting an alternate chemical supplier to discuss the possibility of them providing support should their primary supplier not be able to due to the rail service disruption. They can use the chemical suppliers and manufacturers locator tool to identify alternate suppliers in their area.
- 5) They can also utilize the assistance of the Wyoming Water and Wastewater Response Networks (WARN) if they are a WARN member. See more about Water Wastewater Agency Response Network

For more information check EPA's website at <https://www.epa.gov/waterutilityresponse/tentative-railroad-agreement-current-status-and-potential-impact-supply-chain>

Please respond to this email if you do experience supply chain issues that affect operations of your water system.

Thanks,
Kyle St. Clair
Wyoming Liaison and Sanitary Survey Tech Review Lead
Water Division (WD) Drinking Water Section A
U.S. EPA Region 8 – Mail Code 8WD-SDA
303.312.6791



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
Denver, CO 80202-1129
www.epa.gov/region8

Item 10)

November 29, 2022

Ref: 8WD-SDB

SENT VIA EMAIL

Mr. Jon Winter, Director of Public Works
Town of Saratoga
P.O. Box 486 (110 East Spring Avenue)
Saratoga, Wyoming 82331
dpw@saratogawyo.org

Re: Notice of Noncompliance
Lead and Copper Rule
Failure to Monitor
PWS ID# WY5600061 C

Dear Mr. Winter:

The purpose of this letter is to inform you that the Town of Saratoga Public Water System (System) has failed to conduct the required monitoring of ten lead and copper tap water samples. Samples were required to be collected between June 1 and September 30, 2022 according to 40 C.F.R. § 141 Subpart I of the National Primary Drinking Water Regulations (NPDWR).

This is a violation of the NPDWR. If not already done, please take the following actions:

- (1) Collect a set of ten lead and copper tap water samples between June 1 and September 30, 2023. Monitor early in the monitoring period once it has begun. Samples must be collected from locations in accordance with the tiering criteria set forth in 40 C.F.R. §141.86(a) of the Lead and Copper Rule.
- (2) Report sampling results to our office as soon as you receive them from the lab.
- (3) Public notification (PN) is required within one year of the violation or by September 30, 2023. You may use the Consumer Confidence Report (CCR) as your sole PN delivery method if the CCR will be delivered prior to September 30, 2023. From the enclosure, include the mandatory language in *italics* and any other information that is not already included in your CCR. Otherwise, you must deliver a separate PN with your water bill or other mailing or direct delivery by hand. When a separate PN is used, it must still be included in your next available CCR. Enclosed is a copy of the PN form. You may also create your own PN using the EPA Microsoft Word templates available at: <https://www.epa.gov/dwreginfo/public-notification-templates-community-and-non-transient-non-community-water-systems>.

- (4) Provide our office with a copy of your public notice and certification within 10 days of completion. A copy of the PN certification form is also enclosed.

Please send the CCR/public notice and sample results to our office using one of the methods listed below. Include your PWS name and PWS ID# on all correspondence.

Email: R8DWU@epa.gov

Fax: 1- (877) 876-9101

Mail: Refer to the address at the top of this letter. Please use Mail Code 8WD-SDB on the envelope.

You should be aware that repeated violations of the NPDWR may result in formal enforcement action taken against your water system. If formal enforcement action were to be necessary, the Safe Drinking Water Act provides for civil judicial penalties of up to \$62,689 per day of violation. We prefer to resolve problems before such formal enforcement is necessary, and we ask for your cooperation to rectify them quickly and effectively.

If you have questions, please contact the Lead and Copper Rule Manager, Chelsea Ransom, toll-free at 1- (800) 227-8917 extension 312-6876, directly at (303) 312-6876, or by email at ransom.chelsea@epa.gov.

Sincerely,

LISA

KAHN

Lisa Kahn

Supervisor, Drinking Water Section B
Water Division

Digitally signed by
LISA KAHN
Date: 2022.11.29
15:19:28 -07'00'

Enclosures:

Public Notice Form

Public Notice Certification Form

cc:

John Zeiger, Mayor
Saratoga, Town Of
mayor@saratogawyo.org

Mr. Chuck McVey, Water & Ww Foreman
Town of Saratoga
cmcvey@saratogawyo.org

Ms. Suzie Cox, Town Clerk
Town of Saratoga
suzie@saratogawyo.org

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Monitoring Requirements Not Met for _____
Name of Public Water System

Our water system failed to monitor for lead and copper samples at the tap. These samples are routine samples, and there was no emergency. However, as our customers, you have a right to know what happened and what we did to correct this situation.

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health based standards. During the June 1 to September 30, 2022 monitoring period, we did not monitor or test for the required ten lead and copper tap water samples, and therefore cannot be sure of the quality of your drinking water during that time.

What should I do?

There is nothing you need to do at this time.

What is being done? _____

For more information, please contact _____ at _____
 Name of PWS responsible party Phone

or _____
 Mailing address

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by _____
 Name of Public Water System

State Water System ID#: _____ Date Distributed: _____

Certification of Public Notification

I _____ certify that the attached public notification was issued
(PWS Operator/Responsible Party)

From _____ to _____
(Date) (Date)

The attached notice was issued by _____
(Method of delivery)

Signature _____ Date _____



**BANK OF
COMMERCE**
YOUR HOME-OWNED BANK

Item 11)

November 14, 2022

Members of the Town Council of Saratoga
Treasurer
Saratoga, WY 82331

Dear Members:

Bank of Commerce would like to make an application to be designated for 2023 as a Depository for Town of Saratoga.

Please find enclosed the formal application. We sincerely appreciate your consideration of this designation.

Thank you.

Sincerely,

Copper W. France
President & CEO

CWF: snm
Enclosures



**BANK OF
COMMERCE**
YOUR HOME-OWNED BANK

Item 11)

November 14, 2022

Members of the Town Council of Saratoga
Treasurer
Saratoga, WY 82331

Dear Members:

Pursuant to the requirements of W. S. 9-4-818, a formal application is made by the Bank of Commerce of Rawlins, a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Rawlins in the County of Carbon in the State of Wyoming, to be designated for 2023 as a Depository. The financial institution agrees to furnish to the Treasurer of the securities, as provided for in Section 9-4-821, Wyoming Statutes 1977, as amended, to cover public funds as may be deposited by the Town of Saratoga.

Furthermore, the Financial Institution agrees to comply with W. S. 9-4-806.

By Order of the Board of Directors

President & CEO

Assistant Vice President & Cashier

Bank Directors

Copper W. France
Mary J Penland
Colleen C. Stratton
John F. Pfeffer
Christopher P. Murry
John K. Engstrom
Lew Waldron

Bank Officers

Copper W. France
Ruby L. Ogden
Stephanie Irvine
John F. Barto Jr.
Regina Rentfro
Felicia M. Rutherford
Dennis Kilmer
Lacey Herring
Cortney E. Parker
Stephanie Cesko



November 14, 2022

RESOLUTION adopted by the Board of Directors of the Bank of Commerce of Rawlins included in the minutes of the Board Meeting November 10, 2022.

“WHEREAS, it is necessary for the Bank of Commerce to properly secure the Town of Saratoga for all monies deposited in the Bank by the Treasurer of the Town of Saratoga, hereinafter called the Treasurer and

Whereas, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

Whereas, the Treasurer may, when furnished proper security, carry a maximum credit balance with the bank of the amount agreed upon and

Whereas, the Treasurer is willing to receive securities or other collateral designated by the laws of Wyoming as legal collateral security as security for the deposit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bank of Commerce of Rawlins that any of the following named persons, officers of the bank, are authorized and empowered to pledge to the Treasurer of the Town of Saratoga securities or other permissible collateral of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon:

Copper W. France
Ruby L. Ogden
Felicia M. Rutherford
John F. Barto Jr.

President & CEO
Executive Senior Vice President
Assistant Vice President & Cashier
Senior Vice President & Loan Officer

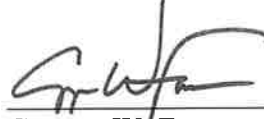
BE IT FURTHER RESOLVED, that this authority given to the officers of the bank named herein to furnish collateral security to the treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or suspended by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail.

The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

continued . . .

Resolution
Bank of Commerce
November 14, 2022
Page 2

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this bank.”



Copper W. France
President & CEO



Felicia M. Rutherford
Assistant Vice President & Cashier

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of November 1, 2022 by and between the Town of Saratoga, Wyoming, (the “Town”) and Carbon County Senior Services, Inc. (“CCSS”), a Wyoming non-profit corporation.

1. **Purpose.** The Town is authorized by W.S. § 15-1-103(a)(xlv) to contract with nonprofit corporations to provide human services for persons within its jurisdiction.
2. **Provisions of Services.** CCSS hereby agrees to provide the following services to the Town and Saratoga community.
 - Opportunities for mental and physical activities, transportation, meals and any other mutually agreed upon services.
3. **Term of Services.** CCSS hereby agrees to provide the services described in Paragraph 2 for the following period:
 - November 1, 2022 – June 30, 2023
4. **Payment.** In consideration of CCSS’s agreement to provide the services described herein, for the period described herein, Town agrees to pay a total amount of \$500.00, payable within thirty (30) days of execution of this Agreement by all parties.
5. **Effective Date Termination.** This Agreement shall be effective November 1, 2022 and shall continue until June 30, 2023, at which time the contract shall terminate.
6. **Reports and Accounting.** CCSS agrees that it will report to the Town with regard to its activities for the year, including activities, people or organizations served in accordance with this Agreement.

In addition, the financial and accounting records and accounts of the organization shall be open and available for inspection by officers or designated agents of the Town upon reasonable notice and during normal business hours for the purpose of examining the same to assure compliance with the terms of this Agreement and applicable statutes and regulations.

7. **Payment of Debts.** CCSS agrees to promptly pay, as they become due, all claims, debts and charges, which it may incur as a result of the program(s) herein contained and shall hold and save the Town harmless from any such claims and debts.
8. **Indemnification.** CCSS shall indemnify and hold harmless the Town against any and all damages to property, or injuries to or death of any person(s), and shall defend, indemnify, and hold the Town harmless in proceedings of any nature or kind, including Workers’ Compensation claims of or by anyone whomsoever, in any way

resulting from, or arising out of, the operations and services described in this Agreement.

9. **Governing Law, Forum, and Sovereign Immunity.** As contemplated by W.S. § 1-39-104(a), the Town specifically reserves unto itself, to the fullest extent permitted by law, all immunity from actions based in tort and contract, including actions based upon this Agreement. Any part of this Agreement that conflicts with the immunity provided by the Wyoming Governmental Claims Act (W.S. § 1-39-101 *et seq.*), the Town's reservation of immunity under this provision, or any other applicable laws shall be void and of no effect. The Town does not waive its governmental/sovereign immunity by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, as of the date set forth in the preamble hereto.

Town of Saratoga

By: _____
Creed James, Mayor

(SEAL)

Attest: _____
Town Clerk

Carbon County Senior Services, Inc.

By: _____
Lisa Engstrom, Executive Director

CONSENT TO SALE OF REAL PROPERTY

WHEREAS, by Agreement between The Town of Saratoga and the Corbett Medical Foundation dated November 21, 1994, the Corbett Medical Foundation has the right to consent to the Town of Saratoga's disposal of the real property located at 1208 South River Street, Saratoga, Wyoming 82331, which is more specifically described on Exhibit A.

WHEREAS, the Town of Saratoga proposes to dispose of the property described on Exhibit A by delivering a Warranty Deed with Possibility of Reverter to Valley Village, a Wyoming non-profit corporation, in exchange for One Dollar (\$1.00), for the express purpose of operating an early childhood education and/or childcare facility.

WHEREAS, the Corbett Medical Foundation desires to consent to disposal of the property to Valley Village, a Wyoming non-profit corporation, for the express purpose of operating an early childhood education and/or childcare facility.

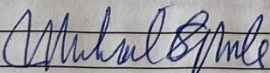
WHEREAS, the Corbett Medical Foundation desires to retain and reserve its right to consent to disposal of the property described on Exhibit A for any purpose other than operating an early childhood education and/or childcare facility, should ownership of the property ever revert to the Town of Saratoga.

NOW, THEREFORE, the Corbett Medical Foundation hereby consents to the Town of Saratoga's disposal of the property described on Exhibit A by delivering a Warranty Deed with Possibility of Reverter to Valley Village, a Wyoming non-profit corporation, subject to the following conditions:

1. This consent is expressly limited to disposal of the property described on Exhibit A by Warranty Deed with Possibility of Reverter to Valley Village, a Wyoming non-profit corporation, for the purpose of operating an early childhood education and/or daycare facility, and for no other purpose.
2. The Corbett Medical Foundation reserves its right to consent to disposal of the property described on Exhibit A should ownership ever revert from Valley Village or its successors and assigns to the Town of Saratoga.

DATED this 22 day of November, 2022

CORBETT MEDICAL FOUNDATION

By: 
 Its: President of the Board of Directors

ATTEST

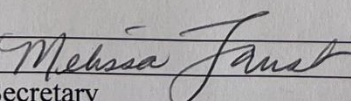
By: 
 Its: Secretary

Exhibit A

A tract of land located in Block 35 of the Crawford Highlands Addition to the Town of Saratoga, Carbon County, Wyoming, more completely described as follows:

Beginning at a point on the East line of said Block 35 which bears North 110.72 ft. from the Southeast corner of said Block 35;

Thence North 31.00 ft. along said East line;

Thence N89°31'21"W, 150.11 ft.;

Thence S0°28'39"W, 49.00 ft.;

Thence S89°31'21"E, 30.00 ft.;

Thence N0°28'39"E, 18.00 ft.;

Thence S89°31'21"E, 120.37 ft. to the point of beginning, said tract containing .119 acres or 5,197.4 sq. ft., more or less.

AND

A tract of land located in Block 35 of the Crawford Highlands Addition to the Town of Saratoga, Carbon County, Wyoming, more completely described as follows:

Beginning at the Northeast corner of said Block 35, which is monumented with a ½" diameter rebar with aluminum cap;

Thence South, 118.28 ft. along the East line of said Block 35;

Thence N89°31'21"W, 116.11 ft.;

Thence N0°28'39"E, 21.00 ft.;

Thence N89°31'21"W, 34.00 ft.;

Thence N0°28'38"E, 96.03 ft. to the North line of said Block 35;

Thence East, 149.13 ft. along the North line of Block 35 to the point of beginning, said tract containing 16,889 sq. ft. or .387 acres, more or less.



WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



11/22/2022

Town of Saratoga
Attention: McCall Burau
PO Box 486
Saratoga, WY 82331

RE: Agreement - FY2023 Transportation Alternatives Program (TAP) Project CD23103

Dear Mr. Burau,

Enclosed you will find two copies of the Fiscal Year 2023 Pathways & ADA Transition Masterplan Agreement for the TAP project. Please have the Mayor, along with an attest, sign both copies and mail back to our office for processing. **The agreements must be originals and can not be emailed.** Once the agreement is fully executed, we will mail you an original for your records.

This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

Thank you in advance for your assistance, I look forward to working with you throughout the entirety of the project. If you should have any questions throughout this process, please feel free to contact me at 307-777-4179 or samuel.brackett@wyo.gov.

Sincerely,

Sam Brackett
Local Programs Specialist

Enclosures

FY2023
Transportation Alternatives Program
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TOWN OF SARATOGA

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: Town of Saratoga	Subrecipient SAM UEI: EKLNJSBTNSH3
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2025	Budget Period Start and End Date: Term Start Date through September 30, 2025
Federal Award this Agreement: \$180,980.00	Total Federal Award to Subrecipient: \$180,980.00
Total Federal Award: \$200,000.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Sam Brackett Telephone: 307-777-4179 Email: samuel.brackett@wyo.gov
Subrecipient Contact: McCall Burau Phone: 720-352-8604 Email: mccall.bureau@gmail.com	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Pathways & ADA Transition Masterplan	Recipient County: Carbon
Agreement No.: CD 0.00 CD23103	Project No.: CD23103

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Town of Saratoga (Subrecipient), whose address is: PO Box 486, Saratoga, Wyoming 82331.



2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Transportation Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2023 or the Effective Date, whichever is later (Term Start Date), through December 31, 2025. The Subrecipient's Budget Period is from the Term Start Date, through September 30, 2025. The Period of Performance is from the Term Start Date through December 31, 2025.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Subrecipient agree as to the following General Conditions:**
 - A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in the "Project Description" section of Attachment A, the project Subrecipient's TAP application, dated July 12, 2022, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.
 - (i) **Project Description.** The Cheyenne Metropolitan Planning Organization will be updating its Safe Routes to School Plan to include all schools within the Cheyenne MPO Boundary at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.
 - (ii) **Responsibility of Subrecipient.** Subrecipient shall:
 - (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
 - (b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter; and
 - (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate;
 - (iii) **Responsibility of WYDOT.** WYDOT will:



- (a) Assist with consultant selection process;
- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;
- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be from the Term Start Date through December 31, 2025 and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Subrecipient shall commence and complete the project in a professional, economical and efficient manner. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the project Subrecipient.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Subrecipient's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States



Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.

D. Federal and State Required Contract Provision. The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) **Environmental Documentation:** Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) **National Historic Preservation Act (106 process):** for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) **Design Exceptions:** Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) **Buy America Provisions:** requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (v) **Disadvantage Business Enterprises (DBE):** DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vi) **Required Federal Contract Provisions:** Attachment C, FHWA Form 1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (vii) **Contractor and subcontractor Certification for Suspension and Debarment.**
- (viii) **Manual of Uniform Traffic Control Devices (MUTCD):** signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) **Labor Rates:** Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.



- (x) **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
 - (xi) **Domestic Preferences for Procurement:** Requires a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance to 2 CFR 200.322.
 - (xii) **Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment:** Prohibits procuring, obtaining, extending, renewing or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
 - (xiii) **Never Contract with the Enemy:** Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.
- E. Prohibited Interest.** No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- F. Project Abandonment.** Should the Subrecipient abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- G. Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on a ninety and forty-nine hundredths to nine and fifty-one hundredths (90.49/9.51) percent



matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— ninety and forty-nine hundredths percent (90.49%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Subrecipient representatives and approved by the WYDOT LGC Office.

- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- I. Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative may accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Subrecipient shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Subrecipient shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed one hundred eighty thousand nine hundred eighty dollars (\$180,980.00). In accordance with WYDOT's policies, a program match requirement of ninety and forty-nine hundredths percent (90.49%) of federal and nine and fifty-one hundredths percent (9.51%) local share of the project costs shall apply. Project total cost exceeding project estimate of two hundred thousand dollars (\$200,000.00) (including local match) shall be borne by the Subrecipient.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted



to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Subrecipient within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Subrecipient may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Subrecipient accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Subrecipient. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-



way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment.

- L. Public Interest Finding.** If the Subrecipient elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Subrecipient to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by the WYDOT LGC Office.
- M. Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the project is complete.
- N. Restrictions, Prohibitions, Controls and Labor Provisions**
- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Subrecipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.



- (iii) Title VI Civil Rights Act of 1964. The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.
- (iv) Compliance with Elderly and Disabled Regulations. The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

O. Right-of-Way and Utilities. Prior to proceeding with project bidding, the Subrecipient must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Subrecipient's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. Special Provisions

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. Environmental Policy Acts.** The Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;



- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

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

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874)

as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

F. Limitations on Lobbying Activities. By signing this Agreement, the Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. Mandatory Disclosures. Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

H. Monitoring Activities. WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.



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

Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Subrecipient agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise



use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Subrecipient purchases ownership using funds awarded under this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- O. Federal Audit Requirements.** The Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. Program Income.** The Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The



Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B, Map,



consisting of one (1) page; Attachment C, Form FHWA-1273, consisting of thirteen (13) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** The Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The



Subrecipient agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- O. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- P. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the Subrecipient agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Subrecipient agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- R. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).



- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.



BB. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.



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

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:**Town of Saratoga:**

Name

By: _____
Creed James, Mayor

Title

Date

(SEAL)

ATTEST:**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Caitlin Casner, Secretary
Transportation Commission of Wyoming

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

(SEAL)

Date

Approved as to form:

By: *Alysia Goldman* H 227438
Alysia Goldman
Senior Assistant Attorney General
State of Wyoming 11/22/22

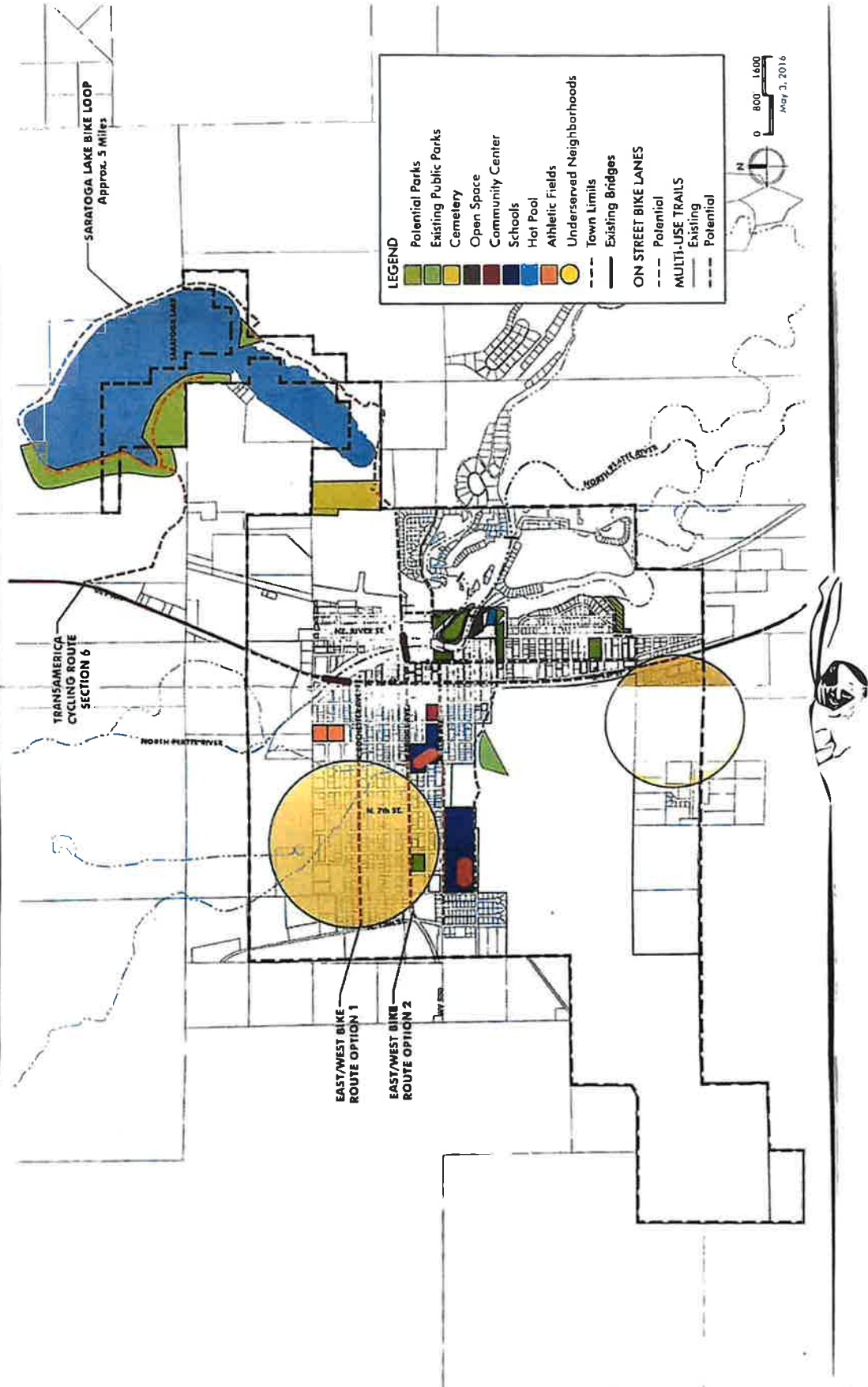
Date agreement prepared: November 7, 2022



Project Description:

The Town of Saratoga will be developing a Town of Saratoga Pathways and ADA Transition Master Plan.

TOWN OF SARATOGA PARKS AND TRAILS MAP 2016



FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into to be effective on the ____ day of _____, 2022 by and between the TOWN OF SARATOGA, a Wyoming municipal corporation, situate in the County of Carbon, State of Wyoming, hereinafter called "Town", and THE PLATTE VALLEY COMMUNITY CENTER JOINT POWERS BOARD, a joint powers board existing under and by virtue of the laws of the State of Wyoming, hereinafter called "Board".

WHEREAS, the Town of Saratoga is a Wyoming municipal corporation situate in Carbon County, State of Wyoming; and

WHEREAS, the Platte Valley Community Center Joint Powers Board is a joint powers board formed and operating in accordance with Wyoming Law; and

WHEREAS, the purpose of the Board is to raise revenue for, develop and operate a Community Center for the benefit of the citizens of Saratoga and all Carbon County residents; and

WHEREAS, the Town and Board desire to enter into an agreement for the management, operation, scheduling, generation of revenues, promotion of events and recreational programs, all at said Community Center which both parties determine to be in the best interest of the youth, adults, families and seniors of the Town of Saratoga and Carbon County; and

WHEREAS, the Town agrees that it is beneficial and in the best interest of the Platte Valley community to utilize the Board for operations of the Community Center in integration of community-wide recreation programs and other events; and

WHEREAS, the Board will be responsible to the Town regarding the overall operation of said Community Center and the programming.

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Board shall operate the Community Center and shall provide integration of community-wide recreation programs for the Town and Carbon County, Wyoming,
2. The Board will be responsible to the Town regarding the community facilities and all recreational programming.
3. In cooperation with the Saratoga Town Council and Saratoga Town Staff, the Board will review on an annual basis, the Community Center goals and objectives, priorities, facility operation and budget.
4. The Board through its appointed designee shall keep the Town Council advised with respect to the planning and implementation of Community Center facility activities on a monthly basis.

5. The Board may establish such committees as it deems advisable and assign each committee specific duties or functions.

6. The Board shall hire a Community Center Administrator, Building Maintenance Technician and/or personnel deemed necessary for the efficient operation of the Community Center Facility. The above individuals shall be employed solely by the Board and shall not be considered employees of the Town. Nothing contained in this agreement shall obligate the Town for any funding for any of the above referenced personnel.

7. The Town may, so long as adequate funds are available, pay to the Board any sum not to exceed \$60,000.00 annually in exchange for the services the Board shall provide for the people of the Town of Saratoga. In no event shall the Town's annual contribution exceed the Board's annual expenses. The contribution may be offset by other expenses incurred by the Town in the performance of this Agreement. Town shall have the sole discretion to determine if adequate funds are available to make this contribution.

8. The Town hereby agrees to perform payroll services for the Board. For the purposes of this Agreement, payroll services includes the issuance of payroll checks or the arranging of direct deposits, the preparation and maintenance of all records reasonably or statutorily required to support such payments; the effecting of appropriate amounts of withholding for taxes and authorized expenditures for each employee; the preparation and filing of all returns required by any regulatory authority; and compliance with all proper wage executions and associated collections work. The Board shall reimburse the Town for all amounts expended on payroll services.

9. Upon mutual written agreement of the Town and the Board, the Town may perform other fiscal management responsibilities as requested by the Board. The Town shall receive compensation for said fiscal management responsibilities, by resolution and by mutual agreement of the parties.

10. The Town shall provide maintenance of the grounds surrounding the Community Center Facility, to include lawn care, and snow removal.

11. The Town shall hold an annual joint meeting of elected officials, Board members, and Board staff to review and evaluate the operation of the Community Center. Any disagreement or complaints concerning the operation of the facility by the Board from the Town or any of its citizens shall be presented to the Board and shall be dealt with on a monthly basis. The Board shall provide the Town formal written notice of any actions taken in regards to said complaints.

12. The Board shall provide meeting space in all Board areas, to include the entire Community Center space, for events and activities related to Town Business at no charge. All Town events and activities to take place at the Community Center shall be scheduled through the Community Center director.

13. The Board shall also provide an office for the Town recreation director at the Community Center, as well as additional space for the Town to operate its recreation programs

using current Community Center facilities.

14. Governmental Immunity. Neither party waives its governmental immunity by entering into this Agreement and expressly retains all immunities and defenses available to them as a government entity pursuant to the Wyoming Governmental Claims Act, W.S. §§ 1-39-101 *et seq.* and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

15. The Board shall obtain and maintain general liability insurance coverage to the fullest extent of exposure under the Wyoming Governmental Claims Act, as set forth in W.S. § 1-39-101, *et seq.* Coverage from the Local Government Liability Pool pursuant to W.S. § 1-42-101, *et seq.*, is specifically approved for such purpose.

16. Term. This agreement shall be for a term beginning _____ and terminating on _____. It is recognized and acknowledged by the parties hereto, the three (3) year term of this agreement extends beyond the current term of the governing body. However, the parties agree that the extended term of this contract is of specific benefit to the citizens of the Town and the members of the respective governmental entities of the joint powers board and this agreement is an extended term governmental contract made in the best interest of the respective parties.

17. Termination. Notwithstanding the above referenced three (3) year term, this contract may be terminated by either party giving the other party thirty (30) days written notice of its intent to terminate this agreement at the address set forth herein above and at the end of said thirty (30) days, neither party shall have any obligation to the other party in regards to this contract other than any contractual liabilities which may not be due and owing.

18. If a court of competent jurisdiction renders any provision of this Agreement, or portion of a provision, invalid, illegal, or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

19. This Agreement shall be governed by the laws of the State of Wyoming, without giving effect to the conflicts of laws principles thereof. In the event of a dispute between the parties that cannot be resolved without litigation, then the exclusive forum for any litigation shall be in a court of competent jurisdiction sitting in Carbon County, Wyoming.

20. This Agreement represents the entire agreement between the Board and the Town with respect to the subject matter and supersedes all prior writings, communications, discussions, representations, or understandings, whether written or oral. The Agreement may be altered, amended, or modified only by a written instrument duly executed by the Board and the Town.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the Mayor of the Town of Saratoga with the approval of the Saratoga Governing Body and the Chairman of the Platte Valley Community Center Joint Powers Board on the ____ day of _____, 2022.

TOWN OF SARATOGA:

BY: _____
CREED JAMES
Mayor

Attest: _____
MARIE CHRISTEN
Town Clerk

**PLATTE VALLEY COMMUNITY
CENTER JOINT POWERS BOARD**

BY: _____
JOE GLODE
Board Chairman

Attest: _____
IRENE ARCHIBALD
Board Secretary

WORK ORDER 22-02C TOWN OF SARATOGA SARATOGA, WY

Miscellaneous project support and alternative review

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between Town of Saratoga and T-O Engineers, Inc., dated February 22, 2022.

SCOPE OF WORK

T-O Engineers has produced three alternative designs for the Quality Landscape and Nursery Grading Project. The Engineer will attend meetings, answer questions, and provide miscellaneous support to the Town as they determine the next steps and work with the quarry owner on an additional alternative or evaluate the current alternatives.

This scope of work excludes the following services:

- Preparation of bidding or contract documents.
- Revisions or generating an alternative design.

FEES

The estimated total fee for services to be provided is \$1,500. Any fees described herein for services to be provided are only estimates, the final amount billed for this work shall include all time, at stated bill rates, plus all direct expenses. The Engineer will monitor the fee and if necessary notify the Town if an additional work order is required.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 22-02B to the AGREEMENT the day and year first above written.

FOR: Town of Saratoga

By: _____
Creed James

Title: Mayor

Date: _____

FOR: T-O ENGINEERS, INC.

By: _____
Josh Morris

Title: Cheyenne Office Manager

Date: _____

Town Gym Equipment Purchase Summary

Equipment To Purchase

GL Code 10-445-486

Current Budget Amount \$10,000.00

Purchase Company Quotes

		Quote #1	Quote #2	Quote #3
		Colorado Cardio	Fitness Superstore	Total Body Experts
Treadmill	Cybex 625T Treadmill	\$1,599.00	\$3,699.00	\$5,066.00
Treadmill	Precor 966I Experience Treadmill	\$1,899.00	\$3,799.00	\$4,243.00
Row Machine	Life Fitness Row GX Water Rower	\$1,199.00	\$2,249.00	N/A
Shipping & Install		\$675.00	N/A	N/A
Total		\$5,372.00	\$9,747.00	\$9,309.00

Scope of Work

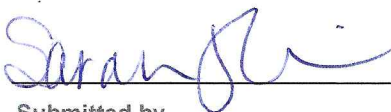
This is going to be the start of replacing the current equipment that is currently 6-10+ years from purchase and visibly out of date. We currently have 2 treadmills in the gym, both of which I have not found purchase dates for. One Lifefitness 9500hr that has a sticking belt and that is in need of maintance and one Precor treadmill that is out of date, and not a commerical treadmill and missing a handle for the heart rate monitor.

Budget

Budget line item 10-445-486 Gym Equipment has a balance of \$10,000.00 for the 2022-2023 fiscal year. To date no amount from this line item has been spent. Discussion during budget session was settle on new treadmill and elliptical, however the Police Department had an unused elliptical that was given to the Rec Department for use.

Director's Comments

Colorado Cardio is the only company that returned my phone calls or emails to get an exact item, install and delivery quote. I reached out to a company in Cheyenne that recently used Coloardo Cardio and they spoke highly of the experience and had no complaints working with them in designing a new small gym for their office. I would like to have the new equipment installed prior to January 1st, 2023. The memberships for the gym all expire on December 31, 2022 and it would be helpful to build memberships with updated equipment.



Submitted by

12/1/22

Date

Signature of Mayor Approval

Date

Town of Saratoga
Purchase Requisition (P-Req) - Authorization for One-Time Purchase of Goods and/or Services Exceeding Department Head Limit

Request Date	Requested By	Department	* P-Req No	Date Needed	Comments
12/6/22	Sarah Laughlin	Rec	12062022-Rec-1	ASAP	only one working treadmill - not 100%.

	Vendor Name and Number Or Complete Vendor Address	Item or Service	Purpose and Project ID	In Budget Y/N	Qty	Unit	Unit Cost	Extended Cost Total Cost	GL Code
1	Colorado Cardion 314 E. 4th St Loveland, CO 80537 978-714-4042	Cybex 625T Treadmill		Y	1			\$1599.00	10- 445- 486
2		Exp Precor 9661 Treadmill		Y	1			\$1899.00	10- 445- 486
3		Life Fitness Row GX Water Rower		Y	1			\$1199.00	10- 445- 486
4									
5									
		Shipping/Handling						675	00 -
							total	\$5372.00	

install
fee
included

Purchase Authorized By		Date	Comments
** Signature	Title		
	Mayor James		
	Council Member Beck		
	Council Member Campbell		
	Council Member Hutchins		
	Council Member Nelson		
	Department Head		
	Treasurer		

Fill out form in black or blue ink.

* Purchase Requisition Number is required for remote/email authorization, otherwise it is not required. The number is assigned by Department Head using: date-dept-P-Req #. (Example: 09122022-REC-1)

** For remote Council Rep authorization:

Email from Council Rep stating the purchase is approved with VendorName; amount; P-Req# xxxxx.

Dept head - Insert See Email in the signature line of the Purchase Requisition and attach print-out of entire email chain

Item 31)



GYM EQUIPMENT OUTLET
314 E. 4th St

Loveland, CO 80537

Phone: (970)-714-4042

Nathan@coloradocardio.com

BILL TO

INVOICE

INVOICE #

DATE

TERMS

DATE	Source	PAYMENT DUE BY/TERMS	SALES REP
			Nathan Buderus

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
(Delivery/Install) Pay \$675 to Delivery Team	1	675.00	\$675.00
Cybox 625T Treadmill	1	1,599.00	\$1,599.00
PRECOR 966I EXPERIENCE TREADMILL	1	1,899.00	\$1,899.00
Life Fitness Row GX Water Rower	1	1,199.00	\$1,199.00
Rubber Coated Hex Dumbbells 5 to 50lbs (NEW)	1	1,299.00	\$1,299.00
Dumbbell Rack	1	150.00	\$150.00

Treadmills will not operate on a GFI Outlet which are often found in basements and garages

Thank you for your business!

1 YEAR WARRANTY ON PARTS

Payment Options:

Venmo: @Shane-Vanoene

Paypal: Shane@coloradocardio.com

Cash or Check



venmo

SUBTOTAL	\$6,821.00
TAXABLE TOTAL	\$6,146
Deposit	
TAX RATE	6.70%
TAX	\$411.78
TOTAL	\$7,232.78

X:

SIGNATURE

PRINTED NAME

DATE

If you are not fully satisfied with your product purchase, Colorado Cardio will exchange, or provide you with a full store credit. The policy applies if you are within 30 days of your exercise equipment delivery date and the returned product is in good working condition. Delivery and set-up charges are non-refundable and standard pick-up charges apply. Sales are final on all special order and clearance items. Thank you for your business and support.

Current Status: ✓ Fully Operational ✓ Curbside Pickups ✓ Full Delivery Service ✓ Open to Public

Search Our Website...

Home & Commercial Gym Equipment up to 70% off MSRP

Home > Rowing Machines >

Life Fitness Row GX Water Rower (Remanufactured)

Price: USD \$2,249.00

Or pay as low as \$64/month

More Info About our Financing Options. [Learn More](#)Condition: Remanufactured (*What Does this Mean?*)

Grade: Commercial

Warranty: 1 Year Parts & On-Site Labor w/Ext. Warranty Options (*More Info*)

Ships: Fully Assembled

Processing Time: Ships from our Warehouse in 2-4 Weeks

Stock Status: Out of Stock

Product Code: LFROWGX

Choose your options:

[Click ? for more details](#)

Warranty: ?

1 Year Parts & Labor Warranty

Mat: ?

No Thanks

Paint Color: ?

Standard Colors (As seen in Primary Picture)

Qty: 1



EMAIL ME WHEN BACK-IN-STOCK

SHIPPING AND TAX: To Calculate, add to cart, then go to cart and enter zip code for options

Description

Chat

Current Status : ✓ Fully Operational ✓ Curbside Pickups ✓ Full Delivery Service ✓ Open to Public

Search Our Website...



Home & Commercial Gym Equipment up to 70% off MSRP



Buy now. Pay over time.

US customers only. [Learn more](#)

ITEMS IN YOUR CART

	ITEM DESCRIPTION	EACH	QTY	TOTAL
	Cybex 625T Treadmill (Remanufactured) Processing Time: Ships in 2-4 Weeks Warranty: 1 Year Parts & Labor Warranty Full Assembly & Installation: No Thanks, Curbside Delivery Only Voltage: Standard 115V (Nema 5-20P, Dedicated 20A)	\$3,699.00	<div> <div>-</div> <div>1</div> <div>+</div> </div>	\$3,699.00
	Precor 966i Experience Treadmill (Remanufactured) Processing Time: Ships in 2-4 Weeks Warranty: 1 Year Parts & Labor Warranty Full Assembly & Installation: No Thanks, Curbside Delivery Only Paint Color: Standard Colors (As seen in Primary Picture) Voltage: Standard 115V (Nema 5-20P, Dedicated 20A)	\$3,799.00	<div> <div>-</div> <div>1</div> <div>+</div> </div>	\$3,799.00

Shop "CYBER MONDAY" Specials - Call Now! (866) 989-2523



TOTAL BODY EXPERTS

The Experts in Movement & Movement is Medicine

2

[Menu](#)

866-989-2523

CYBER Monday SALE STARTS TODAY!

UP TO 60% OFF



SERVING COMMERCIAL CLUBS AND RESIDENTIAL CLIENTS WITH EXCELLENCE SINCE 1995



SHOPPING CART

[PROCEED TO CHECKOUT](#)

PRODUCT

PRICE

QTY

SUBTOTAL

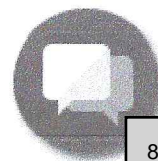
G

CHECK OUT OUR
5 STAR REVIEWS!

norton


SHOPPING GUARANTEE

11/30/2022

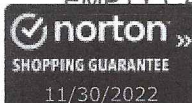
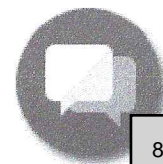
[UPDATE SHOPPING CART](#) -OR- [CONTINUE SHOPPING](#)


82

1/4

PRODUCT	PRICE	QTY	SUBTOTAL
 Cybex 625T Commercial Treadmill <i>SKU: 625T- Certified-Preowned</i> Select Machine Condition:: Premium Certified Pre- Owned + Warranty:: 1 Year Parts and Labor + \$299 (Total Coverage of 1 Year ... Full Install:: Full Install (Up to 2 flights of stairs)	5,066.00	<input type="text" value="1"/> Edit	5,066.00

EMPTY CART

[UPDATE SHOPPING CART](#) -OR- [CONTINUE SHOPPING](#)

PRODUCT	PRICE	QTY	SUBTOTAL
 Precor C966i Experience Series Treadmill <i>SKU: E966I</i> Select Machine Condition:: Premium Certified Pre- Owned + Warranty:: 1 Year Parts and Labor + \$299 (Total Coverage of 1 Year ... Full Install:: No Install Needed	4,243.00	<input type="text" value="1"/> Edit	4,243.00

[EMPTY CART](#)[UPDATE SHOPPING CART](#) -OR- [CONTINUE SHOPPING](#)

DISCOUNT CODES

[APPLY](#)

Estimate Shipping and Tax

COUNTRY * STATE/PROVINCE ZIP *

United Sta ▼

Please select ▼

[ESTIMATE](#)

SUBTOTAL

9,309.00 (Item 31)

GRAND TOTAL 9,309.00

PROCEED TO CHECKOUT

affirm Monthly payments

SHOPPING
GUARANTEE »

COMPANY

[ABOUT US](#)[TESTIMONIAL](#)[FINANCING](#)[DELIVERY QUESTIONNAIRE](#)[SERVICE/ORDER STATUS HELP](#)[TERMS AND CONDITIONS](#)

RESOURCES

[WHAT IS A STAIRMASTER AND HOW CAN IT HELP YOU STAY FIT?](#)[THE ULTIMATE GUIDE TO BUYING A STAIRMASTER IN 2022](#)[NEWS](#)[BLOG](#)[COMMERCIAL GYM](#)[WORKOUT PLANS](#)

QUICK LINKS

[SITE MAP](#)[SEARCH TERMS](#)[ADVANCED SEARCH](#)

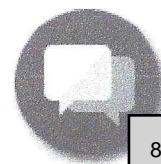
NEWSLETTER

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GYM EQUIPMENT OUTLET

314 E. 4th St

Loveland, CO 80537

Phone: (970)-714-4042

Nathan@coloradocardio.com

BILL TO

INVOICE

INVOICE #

DATE

TERMS

Quote Only

DATE	Source	PAYMENT DUE BY/TERMS	SALES REP
			Nathan Buderus

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Keiser M3+	3	849.00	\$2,547.00

Treadmills will not operate on a GFI Outlet which are often found in basements and garages

Thank you for your business!

1 YEAR WARRANTY ON PARTS

Payment Options:

Venmo: @Shane-Vanoene

Paypal: Shane@coloradocardio.com

Cash or Check



venmo

SUBTOTAL	\$2,547.00
TAXABLE TOTAL	-
Deposit	-
TAX RATE	6.70%
TAX	-
TOTAL	\$2,547.00

X:




















SIGNATURE

PRINTED NAME

DATE

If you are not fully satisfied with your product purchase, Colorado Cardio will exchange, or provide you with a full store credit. The policy applies if you are within 30 days of your exercise equipment delivery date and the returned product is in good working condition. Delivery and set-up charges are non-refundable and standard pick-up charges apply. Sales are final on all special order and clearance items. Thank you for your business and support.

ID	Task Name	Duration	Start	Finish
1	Main Waterline			
2	Install Connections at Elm and Treatment Plant	13 days	Mon 3/20/23	Wed 4/5/23
3				
4	Water Services			
5	Install Services through S River	4 days	Thu 4/6/23	Tue 4/11/23
6				
7	Dirt, Concrete, Paving			
8	Subgrade work	5 days	Mon 3/27/23	Fri 3/31/23
9	Install Concrete	9 days	Mon 4/3/23	Thu 4/13/23
10	Prep Roadbase from 2nd to 1st	2 days	Fri 4/14/23	Mon 4/17/23
11	Install Roadbase from 1st to S River	2 days	Tue 4/18/23	Wed 4/19/23
12	Install Roadase on S River	2 days	Thu 4/20/23	Fri 4/21/23
13	Install Asphalt	3 days	Mon 4/24/23	Wed 4/26/23

Project: Spring Ave Utility & Str Date: Fri 12/2/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



December 5, 2022

Town of Saratoga
110 E. Spring Avenue
Saratoga, WY 82331

Attn: Creed James
Mayor, Town of Saratoga

Re: Spring Avenue Utility & Street Improvement Project - winter shut down

Dear Mr. Mayor,

As you are aware, Lewis & Lewis is in the process of shutting this project down for the season due to winter conditions and no longer being able to perform the work that would benefit the Town of Saratoga or Lewis & Lewis at this point. We are no longer able to offer temporary pavement to the effect of hot plant mix as stated for the reasons in prior emails. We are still intending to put down a black top surface as the temporary surface for the winter by means of RAP (Recycled Asphalt Pavement). Based on the decision of the town offered below, we will take the following steps going forward for a winter shutdown.

Option #1 - The Town accepts a winter shutdown as laid out in the email sent by Josh Ward on 11/22/2022 with the following exceptions:

1. Hot Plant Mix is no longer available as an option but will be substituted with asphalt millings to provide a drivable road for the citizens of the town and the traveling public. This is already demonstrated on South River Street. From what we have gathered from the residents on this street within our work zone, they are completely content with this surface for the shutdown period.
2. It is understood that Lewis & Lewis is liable for the maintenance/cost of any conditions that come up within the project limits for this winter period that may arise. As discussed in the prior email dated 11/22/2022, a true emergency that may be handled by the town such as a waterline break or work to that nature will be fully reimbursed to the town by an agreed upon and proven amount provided by the Town. Lewis & Lewis will reimburse the Town in full if a situation like this arises. To go along with this, Lewis & Lewis will send employees out to assist and handle the



emergency as we are able. We will only not be able to assist if/and only if weather conditions and road conditions do not allow our safe access to do so.

3. These conditions as stated above numbered 1 and 2 respectively in option #1 are only valid if agreed upon and accepted by the Town for a winter shutdown with no liquidated damages being assessed on an agreed date of December 15th, or otherwise discussed and agreed upon.

Option #2 - The Town chooses to assess liquidated damages through the winter as only a true and accurate cost to the Town per the Agreement, but agrees to a Partial Occupancy Or Use, pursuant to Paragraph 6.5. This is a request from Lewis & Lewis to allow Partial Occupancy for the intended use of the town. Our understanding of this is to allow the streets within our work zone to be used for their intended purpose. This means all occupants within our work zone shall have full use, whether on the new or old water line to water as is intended. Along with this, access of the roads will be open to the public for their intended use. This should, as the paragraph states, "constitute substantial completion of that portion of the work", and continues to state, "Owner shall not unreasonably refuse to accept partial occupancy".

Option #3 - If options 1 or 2 are denied, this option will be what Lewis & Lewis deems necessary to keep the traveling public off of the project as much as possible for their safety and ours. Lewis & Lewis will close the roads to everyone except local residents and emergency services. We will have a maintainer periodically on the project to make sure traffic control is in proper order and make sure residents and emergency services have road access at all times. This will minimize the risk of any "project emergencies" from arising with keeping as much traffic off of the project as possible. We believe this will also allow the frost levels to be minimized. When normal traffic runs on a project over the winter, it tends to drive the frost deeper into the ground. We are trying to minimize this, so we give ourselves the best opportunity to have the earliest start possible next year.

To go along with this letter is a tentative schedule showing the remaining work for next season. This shows a start date of March 20th, 2023, but as we have discussed, this is all weather permitting. Once March 1st comes around, we will be keeping an eye on weather conditions on a weekly basis to allow for the soonest start date that sets the project up for the best possible success. If the weather starts looking good prior to that March 20th date, we will start before. If the weather is still looking a little scarce on March 20th, we will push the project back until the forecast looks better. We will openly communicate with the Town during this process so that we can all agree on a proper start date.


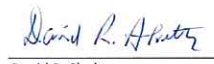


370 BLAIRTOWN RD.
ROCK SPRINGS, WY

Once the Town comes to a decision on which option they decide to choose, please make Lewis & Lewis aware of this decision as soon as possible as we will continue to get the project ready for the winter, but need to know which direction to go with the project. Thank you for your time and attention to this matter.

Sincerely,

Caleb Tygum, Construction Manager

TOWN OF SARATOGA, WYOMING - SARATOGA MUNICIPAL AIRPORT/SHIVELY FIELD Entrance Road & Parking Area Improvement Project A.I.P. Project Nos. 3-56-0026-031, 034, & 035 WYDOT Project Nos. ASA004B & D								
Owner: Town of Saratoga, Wyoming P.O. Box 486 Saratoga, WY 82331			Contractor: Kilgore Companies, LLC dba Lewis & Lewis, Inc. 370 A Blairtown Road Rock Springs, WY 82901					
Estimate Number Three (3) Construction Period: October 17 thru November 11, 2022			Date: 11/17/2022					
Item	Unit	Plan Quantity	Quantity Complete This Estimate	Quantity Complete Previous	Total Quantity Complete	Percent Completed to Date -	Bid Price	Total Payable
Schedule I								
MOBILIZATION	LS	1	10%	90%	100%	100%	\$49,000.00	\$49,000.00
REMOVAL OF CATTLE GUARDS	EA	1	0	1	1	100%	\$7,000.00	\$7,000.00
REMOVAL OF FENCE	FT	800	0	805	805	101%	\$15.55	\$12,517.75
REMOVAL OF PIPE (INCL FE'S)	FT	30	0	30	30	100%	\$106.00	\$3,180.00
REMOVAL OF SURFACING	SY	1880	0	1970	1970	105%	\$9.55	\$18,813.50
REMOVAL OF SIDEWALK	SF	325	0	325	325	100%	\$11.35	\$3,688.75
REMOVAL OF CONCRETE	SF	1180	0	1180	1180	100%	\$5.15	\$6,077.00
UNCLASSIFIED EXCAVATION	CY	520	49	520	569	109%	\$56.00	\$31,864.00
TOPSOIL BORROW	CY	185	0	0	0	0%	\$83.45	\$0.00
SEEDING/LANDSCAPING	SY	1600	1620	0	1620	101%	\$1.90	\$3,078.00
COCONUT FIBER DITCH LINING	SY	350	180	0	180	51%	\$4.15	\$747.00
GEOTEXTILE, MATERIAL SEPARATION (NON-WOVEN)	SY	2000	0	1982	1982	99%	\$2.65	\$5,252.30
CRUSHED BASE	CY	425	0	411	411	97%	\$93.60	\$38,469.60
HOT PLANT MIX	TON	460	0	414	414	90%	\$200.00	\$82,800.00
ASPHALT BINDER (PG 64-28)	TON	29	0	23	23	79%	\$0.01	\$0.23
TACK COAT	GAL	205	0	0	0	0%	\$10.80	\$0.00
CMP 24 IN	FT	42	0	42	42	100%	\$195.35	\$8,204.70
CMP FE 24 IN	EA	2	0	2	2	100%	\$460.00	\$920.00
FENCE POST AND RAIL	FT	515	0	515	515	100%	\$20.45	\$10,531.75
FENCE, CHAIN LINK	FT	435	0	435	435	100%	\$107.80	\$46,893.00
GATES SINGLE SWING 48 IN	EA	1	0	1	1	100%	\$7,500.00	\$7,500.00
GATES DOUBLE SWING 20 FT	EA	1	0	1	1	100%	\$5,520.00	\$5,520.00
REMOVE AND RESET TILT GATE	EA	1	0.10	0.90	1	100%	\$57,500.00	\$57,500.00
SIDEWALK (CONC)	SY	166	0	168	168	101%	\$129.00	\$21,672.00
CURB AND GUTTER TYPE A	FT	830	0	834	834	100%	\$67.00	\$55,878.00
DOUBLE GUTTER	SY	50	0	50	50	100%	\$150.00	\$7,500.00
CONDUIT - IRRIGATION	FT	190	0	190	190	100%	\$49.45	\$9,395.50
CONDUIT - RIGID PVC 4 in	FT	670	0	670	670	100%	\$39.10	\$26,197.00
SIGN POST, SQ TUBULAR STEEL	EA	2	0	0	0	0%	\$623.00	\$0.00
SIGN PANELS, ALUMINUM	SF	5	5	0	5	100%	\$250.00	\$1,250.00
RELOCATE PLAQUE AND CANNON MONUMENT	LS	1	50%	50%	100%	100%	\$1,150.00	\$1,150.00
RELOCATE SIGNS	LS	1	50%	50%	100%	100%	\$1,250.00	\$1,250.00
PAVEMENT MARKING	SF	200	215	0	215	108%	\$23.00	\$4,945.00
Schedule III - State/Local (ASA004D) Only								
MOBILIZATION	LS	1	10%	90%	100%	100%	\$8,000.00	\$8,000.00
SANITARY SEWER MAIN 8-IN PVC	LF	360	0	360	360	100%	\$160.75	\$57,870.00
MANHOLE	EA	2	0	2	2	100%	\$10,458.00	\$20,916.00
							Total Payable To Date	\$615,581.08
							Project Completed To Date	100%
							Less 5% Retainage	\$30,779.05
							Less Previous Payments	\$560,658.73
							Amount Due Contractor This Estimate	\$24,143.30
Request for Payment Submitted By:			Engineer's Review:			Owner's Review:		
 Lewis & Lewis, Inc.			 David R. Shultz Sage Civil Engineering			Creed James Mayor		

Received
Oct 31, 2022

Wyoming Hospital Association

Health and Human Service Provider (Specified Providers) funds for staff retention. Federal funds provided under CFDA # 21.027

The Wyoming Hospital Association (WHA) has entered into a contractual agreement with the Wyoming Department of Health (WDH) to provide a disbursement of federal funds (CDFA # 21.027) to specified providers to address **Staff Retention** per the American Rescue Plan Act (ARPA) appropriations made by the Wyoming Legislature in Footnote 10 to Section 400 of Senate Enrolled Act 20 from the 2022 Budget Session. A total of \$5,000,000.00 was appropriated to stabilize Emergency Medical Services (EMS) in Wyoming.

The intent of these funds is to provide direct retention payments to current EMS staff, or to enhance recruitment efforts via sign-on bonuses. In all cases, the dollars must go directly to the front-line worker. The WDH used will use a prospective staff-based methodology to allocate funds among EMS providers. Specifically, the Office of Emergency Medical Services (OEMS) in the WDH queried Wyoming Ambulance Trip Reporting System (WATRS) CY 2021 data in order to count the number of distinct EMS staff who actually provided care in a reported transport. South Central WY Emergency Medical Services is eligible for **\$154179**. This amount will be provided under the following conditions:

1. A signed copy of this document must be returned to the WHA by COB on **November 15, 2022**.
To encourage expedited return of signed agreements, checks will be issued upon receipt. If a signed copy is not received by the deadline, no funds will be provided.
2. The funds are provided directly to employees and supervisors
 - a. Executive management and non-frontline supervisors are not eligible.
3. Amounts shall be equally distributed to eligible employees
4. Employees receiving payments shall be informed the payments were for the purposes of retention and the source of funds were American Rescue Plan Act dollars appropriated by the Wyoming Legislature and approved by the Governor.
5. Employers **MAY NOT** use any portion of these funds to cover any portion of employer taxes (e.g.: payroll tax) incurred as a result of these payments to frontline employees and supervisors.
6. A report detailing the names, position and amount of funding provided to each employee will be due to WHA by **December 31, 2022**. If reports are not provided by the deadline, the issue will be turned over to the WDH for potential repayment of funds.