

**CITY OF LANDER REGULAR COUNCIL MEETING AGENDA  
TUESDAY DECEMBER 13, 2022, 6:00 p.m. CITY COUNCIL CHAMBERS**

1. Pledge of Allegiance
2. Call to Order
3. Public Hearing
4. Approval of Agenda
5. Oral Comments
  - A. Mayor and Council Updates
  - B. Lander Volunteer Fire Department Badge Pinning Ceremony for Thomas Curley
  - C. Communication from the Floor – Citizen’s Comments  
Phillip Strong
  - D. Staff Discussion Items
6. Consent Agenda -Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.
  - A. Regular Meeting Minutes – November 7, 2022
  - B. Regular Meeting Minutes-November 22, 2022
  - C. Work Session Meeting Minutes – November 22, 2022
  - D. Bills and Claims
7. Resolutions
  - A. 1273 A Resolution Creating job descriptions for Water Treatment Plant Responsible Charge Operator & Supervisor, Wastewater and Water Distribution Responsible Charge Operator & Supervisor, and Amending the job descriptions for the Assistant Public Works Director, Community Development Coordinator and Street Maintenance Supervisor.
  - B. 1274 A Resolution Amending the Compensation Plan to Adopt the Amended Salary Structure to include the new job descriptions.
8. New Business
  - A. Accept Lisa Jacks resignation from the Planning Commission.
  - B. Appoint Rob Newsom and Joe Henry and Re-appoint Tom Russel to the Planning Commission
  - C. Appoint Tracy Rue to the Housing Authority Board
  - D. Appoint Brian Brown to the LIFT Committee
  - E. Approve LIFT recommendations for funding requests as follows: Pushroot Brewing Company \$75,000.00; Crossing The Threshold, LLC \$13,880.00; Maven \$16,065.00; and Lander Valley Tree Care \$37,500.00.
  - F. Authorize Mayor to sign Hangar Space lease 601, J Brent and Gina D Wilson Living Trust.
  - G. Authorize Mayor to sign Transportation Alternatives Program Agreement for Project No. CD 235514 in the amount of \$180,980.00 for designs for a multi-use pathway from 1<sup>st</sup> Street and Main to the Popo River Park.

- H. Authorize Mayor to sign Transportation Alternatives Program Agreement for Project No. CD23513 in the amount of \$1,131,125.00 for construction of Safe Routes to Schools project located at: Baldwin Creek Road from Main Street to the City Limits, Smith Street to Academic Way, South 9<sup>th</sup> Street from Academic Way to Fremont Street.
  - I. Approve Minor subdivision plat S22.11, Dillon Vista Lot 11 replat, Kaufman
  - J. Approve Minor subdivision plat S22.12, Gannet Park Estates Phase 1, Lots 8,11A, Kellogg/Rose
  - K. Authorize Mayor to sign Work Order 22-01 Hunt Field Airport in the amount of \$41,437.05 to T-O Engineers for LND 2023 Pavement Maintenance Project
9. Executive Session- Real Estate W.S.§16-4-405(a)(vii).
10. Adjournment

Join Zoom Meeting

<https://us06web.zoom.us/j/81142058057?pwd=SHJtYUxOVVY3cDE5Z3VHdDE0YkpVUT0>

9 Meeting ID: 811 4205 8057 Passcode: 033641

#### **Upcoming Council Meetings:**

##### **Special Regular Meeting & Work Sessions:**

**6:00 p.m. DECEMBER 20, 2022-Council Chambers**

##### **Regular Meetings:**

6:00 p.m. Tuesday January 10, 2023-Council Chambers

6:00 p.m. Tuesday February 14, 2023-Council Chambers

6:00 p.m. Tuesday March 14, 2023-Council Chambers

6:00 p.m. Tuesday April 11, 2023-Council Chambers

6:00 p.m. Tuesday May 9, 2023-Council Chambers

##### **Work Sessions:**

6:00 p.m. Tuesday January 24, 2023-Council Chambers

6:00 p.m. Tuesday February 28, 2023-Council Chambers

6:00 p.m. Tuesday March 28, 2023-Council Chambers

All meetings are subject to cancellation or change

**CITY OF LANDER REGULAR COUNCIL MEETING MINUTES**  
**MONDAY, NOVEMBER 7, 2022, 6:00 p.m.**  
**CITY HALL, COUNCIL CHAMBERS**  
**Unofficial Minutes-Not Yet Approved**

**THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER**

**Governing Body Present:** Mayor Monte Richardson, Council Members John Larsen, Missy White, Julia Stuble, Chris Hulme, Melinda Cox, Dan Hahn.

**Governing Body Absent:** None.

**City Staff Present:** City Clerk/Human Resources Director Rachelle Fontaine, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, Lander Chief of Police, Scott Peters, Public Works Director/City Engineer Lance Hopkin, Fire Hall and Airport Facilities Manager Chris Johnson, Assistant Public Works Director Hunter Roseberry.

Mayor Richardson called the special meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

1. Call to Order

2. Public Hearing— Public hearing with respect to the issuance of tax-exempt and/or taxable revenue obligations by the public finance authority for the purpose of financing, refinancing and/or reimbursing the cost of the cost of acquisition, construction, installation, renovation, rehabilitation, improvement, furnishing and equipping of certain property and the creation, acquisition and installation of equipment and software for the benefit of National Outdoor Leadership School and/or a related entity

A. Open Public Hearing

B. Introduce and Read Resolution 1271- City Clerk Rachelle Fontaine

C. Ask for Comments

Sam S. Balisy Partner Kutak Rock LLP addressed the Council via Zoom on behalf of the National Outdoor Leadership School. He provided an overview of the special funding process and the remodel and technology upgrade project. As NOLS is 501(C)(3) non-profit special funding is available for the project; however, a public hearing is required in the jurisdiction where the property is located. Neither the city nor the issuer has any obligation with respect to the acquired debt.

City Attorney Adam Phillips- He has reviewed the document. There is no city obligation. This is a public hearing and resolution to meet the statute and code in order for NOLS to obtain the funding.

Council Member Larsen- Inquired as to the Council's responsibility. Mr. Balisy responded the Council is responsible for holding and conducting a public hearing allowing public the opportunity to comment and approving the application for financing to the extent of code and joint powers allow. He explained by authorizing and approving the proposed resolution the Council would be stating the Council does not object to NOLS seeking and being awarded the special financing. This is fairly routine across the county.

Council Member White-Inquired as to the reference to Wisconsin law. Mr. Balisy explained the actual issuer of debt is in Wisconsin.

Mayor Richardson- Inquired if the funds come to Lander for this facility. Steve Dahnert, NOLS CFO, explained the bulk of the funds will go towards computing resources software, cloud ware and some funds will be used for new improvements such as a new roof. This will position NOLS to grow their programs and to sustain them for the long-term.

Karen Wetzel-Inquired as to why the city have to say it is O.K. and if this has ever been done before? Mr. Balisy explained this is required because of the nature of the special borrowing. As the interest will not be taxed by the federal government the internal Revenue Code requires a public hearing. The city has no obligation other than the public hearing and approval/resolution. City Attorney Adam Phillips stated he believes the city had done these before, but they have not come up recently.

D. Close Public Hearing 6:25 close public hearing

3. Approval of Agenda-Mayor Richardson moved to amend the agenda to add Small Business Saturday Proclamation under #4 Comments as item D, and move Communication from the Floor-Public Comments to item E and Staff Discussion to item F.

MOTION: Council Member Stuble moved to amend the agenda as proposed and approve the Amended Agenda. Council Member Larsen seconded the motion. Motion passed unanimously.

4. Oral Comments

A. Mayor and Council Updates

Council Member Larsen- The airport is starting to lay pavement.

Council Member Hulme- The Golf Course green fees are up. It looks like it was a successful year.

Council Member Hahn- Great job Lander swimmers. Good luck to everyone running for office.

**CITY OF LANDER MISSION STATEMENT**

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*Resulting in a high quality of life.*

**VISION**

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Council Member Stuble- The Conservation District meets Wednesday. Accolades on the bike park construction. Remember to vote tomorrow.

Council Member Cox- Needs help covering Senior Center meetings. Council Member White will help.

Council Member White-Congratulations to the LVHS Girls swim team on winning State. The LVHS Nordic Team gear swap is approaching. She appreciates the work on the dirt park. The Planning Commission met last Thursday. Shout out to the law enforcement officers doing a wellness check. To address constituent concerns about the Catholic College purchasing Holiday Lodge, the city has no authority in private property transactions. The city also does not regulate street parking in front of private residences. Thank you to Lance and RaJean for the flood and Army Corps meeting information.

Mayor Richardson-Had an inquire about the ice rink and if it will be open. Last year it was warm to make ice. The city is working on Christmas lights. Light up Lander is approaching and there are 15 floats to date.

- B. 2022 National Nurse Practitioner Week Proclamation read by Missy White
- C. National Alzheimer's Disease Awareness Month & National Caregiver Month Proclamation read by Julia Stuble
- D. Small Business Saturday Proclamation read by Melinda Cox
- E. Communication from the Floor – Public Comments-None
- F. Staff Discussion Items

Lander Police Chief Scott Peters- Update of data software grants and DUI task force.

Public Works Director Lance Hopkin-Putting up hockey boards hoping for ice rink. Update on grants and funding requests.

Assistant Mayor RaJean Stube Fossen- LEDA is working on annual planning. LEDA is on a Work Session Agenda November 22, 2022, to address a MOU define the city relationship 2. LIFT Committee discussion. The mayor will present a proclamation for Veterans Day Event at LVHS at 1 pm this Friday.

City Treasurer Charri Lara- Presented an updated from her attendance at a Finance Directors retreat. Discussion concerning House Bill 60, and the requirements for financial training for appointed and elected officials. Discussion on the CRAIG report and the surplus Wyoming is projected to have.

City Attorney Adam Phillips-Nothing

City Clerk Rachelle Fontaine-Building Inspector interviews have started.

## 5. Consent Agenda

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

- A. Regular Meeting Minutes –October 11, 2022
- B. Regular Meeting Minutes-October 25, 2022
- C. Work Session Meeting Minutes – October 25, 2022
- D. Bills and Claims

307 SECURITY SOLUTIONS Security Alarm Monitoring LCCC 240.00 71 CONSTRUCTION CO Cold mix 1,663.50 7220 CONSULTING LLC Sure Microphone Spares 4,927.00 ACE HARDWARE LANDER had new key made, paid with cash from Walmart 2.42 ADAME PHILLIPS ATTORNEY AT LAW Professional Fees: 4,460.00 ALSCO Delivery charge credit 34.00- ALSCO Community Center Linens: 305.67 ARMSTRONG CONSULTANTS INC Taxiway A project 61,764.78 B & F ENTERPRISES LLC Fence @ Sewer Ponds 19,000.00 B & T FIRE EXTINGUISHERS Annual Extinguisher Service, purchase of 2 new 327.00 BILL JONES PLUMBING & HEAT Welcome Center leak repair 98.00 BLACK HILLS ENERGY 1,272.36 CANTER remaining furniture balance 2,255.15 CEMETERY REFUNDS Lot Trade less Transfer Fee 25.00 CENTRAL BANK & TRUST Petty Cash Reimbursement 115.27 CENTRAL BANK & TRUST Petty Cash Reimbursement 15.49 CENTRAL BANK & TRUST Petty Cash Reimbursement 213.00 CENTRAL BANK & TRUST Petty Cash Reimbursement 296.00 CENTRAL BANK & TRUST Petty Cash Reimbursement 15.00 CENTRAL BANK & TRUST Petty Cash Reimbursement 40.00 CENTRAL BANK & TRUST Petty Cash Reimbursement 410.00 CENTRAL BANK & TRUST Petty Cash Reimbursement 159.00 Total CENTRAL BANK & TRUST (96): 1,263.76 CENTURY COMPANIES, INC. Armstrong payment 1 248,806.52 CENTURY COMPANIES, INC. Payment for contractor work 1,396,600. Total CENTURY COMPANIES, INC. (1033): 1,645,406. CENTURY LINK Phone Bill 686.70 CITY SERVICE VALCON Fuel - Airport 29,514.35 CNA SURETY bond for Judge 100.00 COMMUNICATION TECHNOLOGIES Coax, and connectors 129.50 COWBOY SUPPLY HOUSE Sensor at Community Center Community Center Cleaning Supplies Dispenser and Soap 2,151.90 CWC MENS BASKETBALL rustler basketball camp fundraiser 1,160.00 Total CWC MENS BASKETBALL (1343): 1,160.00 DESERT MOUNTAIN Salt 1,820.95 DOWL Permitting For Sewer Project on Fremont Street 525.00 DOWL Engineering for Fremont Sewer 198.40 Total DOWL (147): 723.40 DYTA CONSULTING PROFESSIONAL SERVICES 14,228.00 ECONO SIGNS Street signs Crosswalk signs Main Street signs 1,192.50 ERDMAN COMPANY Architectural fees for final drawing set for TMLC. 58,661.05 FERGUSON ENTERPRISES INC leak bands 1,137.61 FLEX SHARE BENEFITS Admin Fee 705.30 FREMONT CO SOLID WASTE DISPOS Golf course bathroom 962.20 FREMONT COUNTY TREASURER Dispatch - Police & Fire 535.58 FREMONT COUNTY TREASURER Dispatch - Police & Fire 17,697.25 FREMONT COUNTY TREASURER Property taxes 689.28 GOVHR USA Grant writing services per contract for Safe Street 5,000.00 GROATHOUSE CONSTRUCTION Maven Building Construction 662,859.00 HEIN BOND ARCHITECTS Mavin Engineering Services 5,338.14 HIGH MOUNTAIN ELECTRIC Outside lights 2,816.74 HOMETOWN OIL Cemetery Fuel 95.86 HOMETOWN OIL Two new nozzles for the

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fuel station 1,136.83 INBERG MILLER ENGINEERS Troubled Sewers Phase 2 Engineering 9,715.50

MOTION: Council Member Cox moved to approve the Consent Agenda. Council Member White seconded the motion. Motion passed unanimously. Question as to Mastercard invoice missing- not entered yet waiting for invoices.

7. Resolutions

A. RESOLUTION NO. 1271

Resolution of the City Council of the City of Lander, Wyoming approving the issuance by the public finance authority of its revenue obligations for the benefit of National Outdoor Leadership School and/or a related entity in an aggregate amount not to exceed \$15,000,000 for the purpose of financing, refinancing and/or reimbursing the cost of acquisition, construction, installation, renovation, rehabilitation, improvement, furnishing and equipping of certain property and the creation, acquisition and installation of equipment and software, providing the terms and conditions for such obligations and other matters relating thereto.

DISCUSSION: Council Member Hahn ask for clarification on the wording NOLS and/or a related entity. Mr. Balisy explained the language is used as sometimes there is an LLC involved and NOLS operates in several foreign countries those countries will benefit from upgrades.

MOTION: Council Member Cox moved to approve Resolution 1271: Resolution of the City Council of the City of Lander, Wyoming approving the issuance by the public finance authority of its revenue obligations for the benefit of National Outdoor Leadership School and/or a related entity in an aggregate amount not to exceed \$15,000,000 for the purpose of financing, refinancing and/or reimbursing the cost of acquisition, construction, installation, renovation, rehabilitation, improvement, furnishing and equipping of certain property and the creation, acquisition and installation of equipment and software, providing the terms and conditions for such obligations and other matters relating thereto. Council Member Hulme seconded the motion. Motion passed unanimously.

8. Ordinances

A. Third and Final Reading Ordinance First Reading-Ordinance 2022-3 an ordinance rezoning Jones Subdivision Block 1, Lots 4 and 5 and Replat of Jones Subdivision Block 1, Lot 3A from R-3 Single Multi-Family Residential District to C – Commercial

MOTION: Council Member White moved to approve Ordinance 2022-3 rezoning Jones Subdivision Block 1, Lots 4 and 5 and Replat of Jones Subdivision Block 1, Lot 3A from R-3 Single Multi-Family Residential District to C – Commercial. Council Member Cox seconded the motion. Motion passed unanimously.

9. New Business

A. Authorize Mayor to sign two-year Lease Agreement with Pushroot Community Garden.

MOTION: Council Member Stuble moved to authorize Mayor to sign two-year Lease Agreement with Pushroot Community Garden. Council Member White seconded the motion. Motion passed unanimously.

B. Authorize Mayor to sign Amendment to Lease Agreement with Guardian Flight.

MOTION: Council Member Stuble moved to authorize Mayor to sign Lease Agreement with Guardian Flight. Council Member White seconded the motion. Motion passed unanimously.

C. Authorize Mayor to sign Grant Award Agreement Between Wyoming Office of Homeland Security and City of Lander: Subrecipient Grant Award Agreement for US Department of Homeland Security (DHS) Federal Emergency Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2022 (DHS Grant Code:EMW-2022-SS-00077), in the Federal Award Amount of \$29,806.16.

MOTION: Council Member Cox moved to sign Grant Award Agreement Between Wyoming Office of Homeland Security and City of Lander: Subrecipient Grant Award Agreement for US Department of Homeland Security (DHS) Federal Emergency Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2022 (DHS Grant Code:EMW-2022-SS-00077), in the Federal Award Amount of \$29,806.16. Council Member Larsen seconded the motion. Motion passed unanimously.

D. Authorize Mayor to sign Grant Award Agreement Between Wyoming Office of

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Homeland Security and City of Lander Federal Grant ID 4327-DR-WY-PISWY500, in the Total Award Amount of \$1,321,484.13 (Total Federal Share: \$991,113.10 Total Subrecipient Share: \$330,371.03)

MOTION: Council Member White moved to authorize Mayor to sign Grant Award Agreement Between Wyoming Office of Homeland Security and City of Lander Federal Grant ID 4327-DR-WY-PISWY500, in the Total Award Amount of \$1,321,484.13 (Total Federal Share: \$991,113.10 Total Subrecipient Share: \$330,371.03) Council Member Cox seconded the motion. Motion passed unanimously

- E. Authorize Mayor to sign Groathouse Construction Inc.’s Change Order No. 4 for the Maven Outdoor Equipment Company Headquarters Project increasing the contract sum in the amount of \$45,210.00.

MOTION: Council Member Larsen moved to authorize Mayor to Groathouse Construction Inc.’s Change Order No. 4 for the Maven Outdoor Equipment Company Headquarters Project increasing the contract sum in the amount of \$45,210.00. Council Member White seconded the motion. Motion passed unanimously.

- F. Authorize Mayor to sign Patrick Construction Inc.’s Change Order No 5 for the Bank Restoration & Utility Crossings of the Middle Fork of the Popo Agie River Project increasing the contract price in the amount of \$7,702.12 dated 11.3.2022.

MOTION: Council Member Larsen moved to authorize Mayor to sign Patrick Construction Inc.’s Change Order No 5 for the Bank Restoration & Utility Crossings of the Middle Fork of the Popo Agie River Project increasing the contract price in the amount of \$7,702.12 dated 11.3.2022. Council Member Cox seconded the motion. Motion passed unanimously.

- G. Authorize Mayor to sign Patrick Construction Inc’s. Change Order No 6 for the Bank Restoration & Utility Crossings of the Middle Fork of the Popo Agie River Project decreasing the contract price in the amount of \$101,656.16 dated 11.3.2022.

MOTION: Council Member White moved to authorize Mayor to sign Patrick Construction Inc’s. Change Order No 6 for the Bank Restoration & Utility Crossings of the Middle Fork of the Popo Agie River Project decreasing the contract price in the amount of \$101,656.16 dated 11.3.2022. Council Member Stuble seconded the motion. Motion passed unanimously.

10. Adjournment of Meeting

MOTION: Council Member White moved to adjourn the meeting. Council Member Cox seconded the motion. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 7:18p.m.

The City of Lander

ATTEST:

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

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**CITY OF LANDER SPECIAL REGULAR COUNCIL MEETING MINUTES**  
**TUESDAY, NOVEMBER 22, 2022, 6:00 p.m.**  
**CITY HALL, COUNCIL CHAMBERS**  
**Unofficial Minutes-Not Yet Approved**

**THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER**

**Governing Body Present:** Mayor Monte Richardson, Council Members John Larsen, Missy White, Julia Stuble, Chris Hulme, Dan Hahn. Council member Cox arrived at the start of the Executive Session.

**City Staff Present:** City Clerk/Human Resources Director Rachelle Fontaine, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, Lander Police Sergeant, John Cunningham, Public Works Director/City Engineer Lance Hopkin.

Mayor Richardson called the special meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

1. Call to Order

2. Approval of Agenda- Mayor Richardson moved to amend the agenda and add #8 Resolution 1272 Allowing Fireworks During Light up Lander Event December 3, 2022.

MOTION: Council Member White moved to approve the agenda as amended. Council Member Larsen seconded the motion. Motion passed unanimously.

3. Executive Session-Purchase of Real Estate

MOTION: Council Member White moved to enter Executive Session to discussion purchase of real property. Council Member Stuble seconded the motion. Motion passed unanimously. Entered Executive Session at 6:03p.m.

MOTION: Council Member Stuble moved to exit the Executive Session. Council Member Larsen seconded the motion. Motion passed unanimously. Executive Session ended at 6:13 p.m.

4. Staff and Council Updates

Council Member Cox- Stated she would like to have a round table, revisit the strategic plan and address citizen requests. She provided an update and commentary on the Baldwin Creek cross walk. She has noticed speeding in the Smith Street area. She attended the volunteer firefighter fundraiser and the Lander Art Center Opening, both were incredible. Discussion concerning Lander as a Dementia friendly community.

Council Member Larsen- Seconded Council Member Cox's comments on the fire department fundraiser. It was a great opportunity to donate. He appreciates all the fire department's work. Discussion and update on the Fremont County land fill.

Council Member Hulme- He praised the Golf Course Board. The annual revenue is the highest it has been in the last three years. The restaurant is doing well and will change to winter hours soon.

Council Member Hahn- No update. He asked Council Member Cox if the kids are pushing the button at Baldwin Creek and Main. Council Member Cox indicated Yes, buttons are being activated when crossing guards are present and the kids are trained on pushing the button.

Council Member Stuble- Attended the Popo Conservation District and Lander Art District meetings and she provided an update on both groups.

Council Member White- The seasonal banners look great. She attended the Senior Center Board meeting. Their annual cookie fundraiser will be taking orders soon. They are looking for drivers for their transportation. Any one over age of 18 can use their transportation. The Planning Commission met last Thursday. Two people were interviewed and there are two spots available. Be aware that bell ringing is happening and 90% of funds raised remain in Lander.

Mayor Richardson-Light Up Lander is December 3, 2022, the parade route will go from Baldwin Creek to Second Street. Santa and the fire trucks will be there. He had a great time at the firemen fundraiser. He appreciates them very much.

Lander Police Sergeant John Cunningham- E-citations are starting. The Court is working on an online payments system.

Public Works Director Lance Hopkin-We have interviewed for the Building Inspector position and hoping to make an offer soon.

Assistant Mayor RaJean Stube Fossen- Applied for a Wyoming Outdoor Recreation grant for the RV Dump Stations. This is a two-phase grant. We are moving to the second phase and hope to hear by the first of the year.

City Treasurer Charri Lara- She had budgeted for \$18,000.00 for interest rates. Through October, the city has collected almost \$46,000 in interest rates.

City Attorney Adam Phillips-Nothing

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City Clerk Rachelle Fontaine-Explained special versus regular meetings. After checking with the City Attorney, and pursuant to City Municipal Code 12-1-3, as long as regular meetings are held the second and/or the fourth Tuesday of the month, there is no need to designate and give notice of a special meeting, although in an abundance of caution she did for this meeting.

5. Communication from the floor-Public Comment: None

6. New Business

- A. Authorize Mayor to sign Promissory Note and Mortgage and to authorize purchase of real property located at TWP 33N RNG 099W SEC 19 TR IN NENW & FR OF ABANDONMENT OF FREMONT ST QCD 2018-1405186

MOTION: Council Member Larsen moved to authorize the Mayor to sign Promissory Note and Mortgage and to authorize purchase of real property located at TWP 33N RNG 099W SEC 19 TR IN NENW & FR OF ABANDONMENT OF FREMONT ST QCD 2018-1405186. Council Member White seconded the motion.

DISCUSSION: City Attorney, Adam Phillips explained the city negotiated in good faith with Mr. Hermansky through his trust to purchase roughly ten acres adjacent to City Park. He drafted a Mortgage and Promissory Note. There are some corrections, a couple of figures are off and will be corrected, the title company emailed an Exhibit A which details the legal description to be used. Closing will occur next week, and the mortgage and deed will be recorded.

Council Member Stuble stated she is strongly in favor of voting yes on this issue. This is an incredible opportunity for the city to expand our open space, maybe our park land, this parcel has low development potential for any other use. The purchase funds are coming from the America Rescue Plan Act funds and not the General Fund.

Council Member White agrees with Council Member Stuble. It is important to note this is not taking general funds from our operating budget, it is a special use of ARPA funds. This is not a back door to flood mitigation. No flood mitigation decisions have been made. This is a piece of property that the city has had on the wish list to purchase for many years. It was part of the 2012 Masterplan. Parks and Rec staff have been asking for this for decades. We Hear frequently City Park is too full of events and more space is needed. This is an opportunity to expand. We also get water rights with the land.

CALL FOR THE VOTE: Council Members Larsen, Cox, Hulme, White, Stuble and Mayor Richardson voting Aye. Council Member Hahn voting Nay. Motion passes.

- B. Approve and Authorize Mayor to sign Lander Municipal Airport Hangar Space Land Lease Agreement between the City and Mark S. and Pamela Dix for hangar #404.

MOTION: Council Member White moved to authorize the Mayor to sign Lander Municipal Airport Hangar Space Land Lease Agreement between the City and Mark S. and Pamela Dix for hangar #404. Council Member Hahn seconded the motion. Motion passed unanimously.

- C. Approve of final payment and payment of retainage funds to Patrick Construction Inc. in the amount of \$80,493.80 for the Bank Restoration and Utility Crossing of the Middle Fork of the Popo Agie after publication is complete on November 30, 2022, unless protests to this final payment are received in writing to the City of Lander, 240 Lincoln Street, Lander, Wyoming 82520.

MOTION: Council Member Cox moved Approve of final payment and payment of retainage funds to Patrick Construction Inc. in the amount of \$80,493.80 for the Bank Restoration and Utility Crossing of the Middle Fork of the Popo Agie after publication is complete on November 30, 2022, unless protests to this final payment are received in writing to the City of Lander, 240 Lincoln Street, Lander, Wyoming 82520. Council Member Larsen seconded the motion. Motion passed unanimously.

- D. Authorize Mayor to sign SUBMITTERMERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES with Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant Paymentech, LLC, also known as Chase Merchant Services for Municipal Court payments.

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MOTION: Council Member White moved Authorize Mayor to sign SUBMITTERMERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES with Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant Paymentech, LLC, also known as Chase Merchant Services for Municipal Court payments. Council Member Stuble seconded the motion. Motion passed unanimously.

- E. Authorize Mayor to sign Century Companies, Inc. Change Order No 1 for the Hunt Field Airport Taxiway Project AIP No.: 3-56-0016-020-2021/022-2022 resulting in no change in the contract price but allowing construction operations to resume no later than April 17, 2023, as weather conditions conducive to paving ended before the taxiway was paved.

MOTION: Council Member Cox moved Authorize Mayor to sign Century Companies, Inc. Change Order No 1 for the Hunt Field Airport Taxiway Project AIP No.: 3-56-0016-020-2021/022-2022 resulting in no change in the contract price but allowing construction operations to resume no later than April 17, 2023, as weather conditions conducive to paving ended before the taxiway was paved. Council Member Hulme seconded the motion. Motion passed unanimously.

7. Resolution 1272 Resolution Allowing Fireworks During Light up Lander Event December 3, 2022

MOTION: Council Member Larsen moved Resolution 1272 Allowing Fireworks During Light Up Lander Event December 3, 2022. Council Member White seconded the motion. Motion passed unanimously.

8. Adjournment of Meeting

MOTION: Council Member Stuble moved to adjourn the meeting. Council Member White seconded the motion. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 6:53 p.m.

The City of Lander

ATTEST:

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

*To provide a safe, stable, and responsive environment that promotes  
And supports a traditional yet progressive community.  
Resulting in a high quality of life.*

VISION

*Preserving the past while providing for the future*

*The City of Lander is an equal opportunity employer and does not discriminate. Qualified applicants are considered for positions without regard to race, religion, military status, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.*

**CITY OF LANDER WORK SESSION MEETING MINUTES**

**TUESDAY NOVEMBER 22, 2022,**

**COUNCIL CHAMBERS 240 LINCOLN STREET**

**LANDER, WY 82520**

**THE CITY OF LANDER IS AN EQUAL OPPORTUNITY EMPLOYER**

**Governing Body Present:** Mayor Monte Richardson, Council Members John Larsen, Melinda Cox, Chris Hulme, Julia Stuble, Missy White, Dan Hahn

**City Staff Present:** City Clerk Rachelle Fontaine, City Treasurer Charri Lara, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, Police Chief Scott Peters

1. Energy and Environment Task Force presentation of the City of Lander 2021 Municipal Energy and Environment Report by task force members Kara Colovich, Adam Keifenhien, Christian Gauderer, and Louisa Hunkerstorm. The topics of discussion included the Purpose, Goal and Scope, Climate Trends 1950-202 Greater Yellowstone Area, Fremont County in year 2077, Major Funding Available, Method, Greenhouse Gas Emissions, Buildings, Facilities, Street Lights, Demand Charge Highlights, Electricity Use, Natural Gas Use, Building & Facility Opportunities, Wastewater, Solid Waste, Transportation, Recommendations and Next Steps: Planning & Information Gathering, Recommendations and Next Steps: Actions.
2. LEDA and City of Lander MOU-Mike Jones for LEDA and Sarah Hamlin led a discussion concerning MOU terms and additions. Council Member Stuble will work with the group and provide proposed changes and wording. This topic will be revisited after modification at the December 13, 2022, meeting as a voting item.
3. Discussion concerning air service, the importance of air service, the MRG, the increase in the airport funds request, and the increased SkyWest contract costs. Kyle Butterfield, from FAST, indicated the money will be needed for current fiscal year. Discussion concerning possible funding options from the city. More information and investigation on costs and options will be explored by staff for further discussion on the next work session which will be a Special Meeting on December 20, 2022. This date will be instead of the regularly scheduled work session on December 27, 2022, due to the holidays.

Adjourned 9: 16 p.m.

The City of Lander  
A Municipal Corporation

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Monte Richardson, Mayor

ATTEST:

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Rachelle Fontaine, City Clerk

**CITY OF LANDER MISSION STATEMENT**

*To provide a safe, stable, and responsive environment that promotes and supports a traditional yet progressive community.  
resulting in a high quality of life.*

**VISION**

*Preserving the past while providing for the future  
5/24/2022*

**RESOLUTION 1273**

**A RESOLUTION CREATING JOB DESCRIPTIONS FOR WATER TREATMENT PLANT RESPONSIBLE CHARGE OPERATOR & SUPERVISOR, WASTEWATER AND WATER DISTRIBUTION RESPONSIBLE CHARGE OPERATOR & SUPERVISOR, AND AMENDING THE JOB DESCRIPTION FOR THE ASSISTANT PUBLIC WORKS DIRECTOR, COMMUNITY DEVELOPMENT COORDINATOR, and STREET SUPERINTENDENT**

**WHEREAS**, pursuant to Section 12-2-6 of the Lander City Code the Mayor and City Council have adopted a personnel and policies manual; and

**WHEREAS**, as part of said manual, there is a compensation plan which contains job descriptions for the various city employees and which job description; and

**WHEREAS** the Governing Body desires to create job descriptions for a Water Treatment Plant Responsible Charge Operator & Supervisor and a Wastewater and Water Distribution Responsible Charge Operator & Supervisor and to amend the job description for the Assistant Public Works Director, Community Development Coordinator, and Street Superintendent;

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Lander that the job descriptions for Water Treatment Plant Responsible Charge Operator & Supervisor and a Wastewater and Water Distribution Responsible Charge Operator & Supervisor, Assistant Public Works Director, Community Development Coordinator, and Street Superintendent, which are attached hereto and incorporated herein.

**PASSED, APPROVED AND ADOPTED** the 13<sup>th</sup> day of DECEMBER 2022

The City of Lander  
A Municipal Corporation

Attest:

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

**CERTIFICATE**

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on DECEMBER 13, 2022, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

**City of Lander**  
**Job Description**



<b>Title:</b> Water Treatment Plant Responsible Charge Operator & Supervisor			
FT Non-Exempt		<b>Grade:</b> 11	\$62,386-97,194
<b>Department:</b>	Public Works	<b>Effective Date:</b>	12/2022
<b>Division:</b>	Water Systems	<b>Last Revised:</b>	12/2022

*In an effort to create organizational clarity, and to empower its employees, the City of Lander has identified ten core competencies that all employees are expected to meet in order to help fulfill the mission of the city. It is expected that employees will meet their responsibilities as detailed below, including observable commitment to the mission of the city and these values.*

**General Purpose**

Supervises other operators and operates water treatment facilities and equipment to produce clean and potable water, thereby protecting the health and welfare of the population that we serve.

Performs a variety of managerial and administrative duties related to planning, organizing, directing and coordinating the day-to-day maintenance, repair and operations related to culinary water supply, transmission, and distribution. Assures total water quality according to Federal, State and local regulations. Oversees the monitoring and reporting of the status of the city water supply. Participates in the development of city water quality programs and ordinances.

**Supervision Received**

Works under the general supervision of the Public Works Director.

**Supervision Exercised**

Provides close to general supervision and provides, scheduling, direction and evaluations to all Water Treatment Plant Water Operators and trainees.

**Essential Functions**

Acts as the City of Lander's Responsible Charge Operator in accordance with the *Wyoming Department of Environmental Quality Water Quality Rules and Regulations Chapter 5 Certification of Operators of Public Water and Distribution Systems and Publicly Owned Wastewater Treatment and Collection Systems* as the person designated to be the certified operator making daily decisions regarding the operational and technical actions of a water



treatment facility that will directly impact the quality or quantity of drinking water or wastewater treatment.

Performs technical and manual work in the operation and maintenance of the water treatment facility. Oversees pumping rates, chemical dosing and supply. Samples treated water and conducts analysis to determine if the facility is operating efficiently and effectively in accordance with state and federal regulation. Interprets results, taking action to maintain standards required by regulating agencies. Maintains machine records meter readings, records of chemical analysis, water and other records as required on a monthly and quarterly basis. Communicates and assures compliance with federal, state and local standards regulating water treatment service.

Plans, organizes, directs, and oversees the administration of the water treatment, culinary water system; monitors, reviews and approves design and work of contractors; performs plan reviews; updates and maintains standards for all water treatment systems projects.

Supervises division personnel; authorizes time off, approves payroll, assists with department policy and rules; informs personnel of new procedures and policy changes; administer in-service training, employee performance evaluations and safety programs; conducts interviews; disciplines as necessary; organizes and conducts department meetings; prepares work assignments, orients crew to project details; provides guidance as to project specifications, deadlines, standards and methods of construction.

Assists in the preparation of department budget; prepares projections of division needs related to personnel, equipment and materials; predicts growth on existing systems, analyzes costs; formulates and implements plans for maintenance and orderly development; prepares bid specifications for various projects, supplies, materials and equipment; submits requisitions for the purchase of supplies and materials used in the installation and /or repair of the water systems; verifies all costs incurred by the division.

Establishes and maintains documentation, records, maps and related detail for all underground systems, utilizes system maps and records during emergency operations; assures timely and consistent sampling, reviews samples and sends the reports to the either the EPA and other required regulatory agencies; insures necessary changes are made to achieve the desired results; works closely with the Public Works Director on all new and replacement pumps, tanks, wells, extension of lines and the compilation of reports and data for all monthly, quarterly and annual reports; assures reports are completed accurately and timely.

Supervises, inspects, and maintains all facilities and related equipment related to water treatment, storage reservoirs, pumps, wells, sources of supply; etc.; ensures proper equipment maintenance; assures proper operation of water purification/treatment facilities.

Establishes priorities to deal with emergencies and unanticipated needs; assigns manpower and material resources to various water related projects; inspects work sites for unusual problems or nonconformity to project specifications; investigates and resolves complaints.

Assists in routine checks of springs, pumps, wells, water lines; may participate in general projects, operates equipment in installing and maintaining lines, installs meters, maintains pumps, wells and automatic valves; oversees maintenance records of all lines and systems; insures adequate water supply during times of peak usage.

Obtains samples and coordinated the regulatory testing of wastewater by commercial laboratories.

Prepares and mails water analysis reports to the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA.).

Responds to emergency calls twenty-four hours a day; determines necessary personnel and materials needed to solve the problem.

Responds to citizen inquiries and complaints concerning water treatment.

Maintains and repairs facility plant machinery and equipment, including pumps, motors, filters, valves chemical feed systems, compressors, blowers and control and monitory systems.

Performs related duties as required.

### **Core Competencies**

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Change's approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- **Dependability:** Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- **Initiative:** Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- **Job Knowledge:** Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.

- Judgment: Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- Planning & Organization: Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- Quality: Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Knowledge** (position requirements at entry):

- Knowledge of regulatory standards' such as the EPA Safe Drinking Water Act, regulations to ensure communication with customers, regulations to ensure protection against inorganic, and organic contaminants, regulations to ensure microbiological quality, total coli form and rule sampling and compliance.
- Knowledge of applied hydraulics for water systems.
- Knowledge of current trends and innovations in water treatment.
- Knowledge of pump mechanics, water works standards, nomenclature for meters, pumps, pump components, piping.
- Knowledge of electricity; to include general electrical principles.
- Knowledge of reports, forms and deadlines to have reports to the proper agency. Ability to exercise basic computer skills.
- Knowledge of required samples, times to sample, and how and where to sample water & wastewater.
- Knowledge of safety standers and procedures required to produce a safe working environment.
- Knowledge of operating basic manual and power tools; the standard practices, methods, materials and tools necessary for pipe line construction and repair activities; pipe fitting procedures, pipe classifications and type; the occupational hazards and safety precautions of trench work construction and pipeline maintenance work; hazards common to heavy equipment operation; drain system construction methods etc.; water supply and distribution systems; construction requirements for water distribution and pumping systems; hazards associated with water treatment chemicals; state or federal regulations governing installation and maintenance of water systems; water quality laws; interpersonal communication skills.
- SCADA

**Skills** (position requirements at entry):

- Interpreting and applying applicable laws, rules, and regulations.
- Basic principles of budgeting.
- Allocating limited resources in a cost-effective manner.
- Providing customer service.
- Technical writing.
- Mentoring employees.

- Delegating and prioritizing work.
- Public speaking.
- Project management.
- Time management.
- Conflict management.

**Abilities** (position requirements at entry):

- Ability to operate heavy equipment of various kinds under varying conditions; perform heavy physical labor; develop and maintain effective working relationships with co-workers, elected officials, local agencies and the general public; communicate effectively, both verbally and in writing; work from blueprints; tolerate weather extremes in the work environment; ability to perform basic mathematical computations in reading and using various meters, gauges and related devices.
- Ability to give clear and concise oral and written instruction.
- Ability to complete mathematical computations.
- Ability to exercise proper judgment in supervising, operating, maintenance, emergency decisions.
- Ability to assist lower-level operators in upgrading their skills in obtaining their certifications. Ability to establish and maintain effective working relationships with the public, employees and supervisors.
- Ability to see and read instructions, work orders, memos, location maps and manuals.
- Ability to supervise employees.

**Education Experience**

- High school diploma or equivalent (G.E.D.) required.
- Bachelor's Degree in construction technology, civil engineering, or a closely related field preferred.
- Minimum of (2) two years of experience working as a supervisor.
- Minimum of (3) three years of increasingly responsible experience in water treatment, water and distribution system maintenance, repair and construction or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed below.

**Licensing and Certification Requirements**

- Possession of a valid Wyoming Driver's License required.
- Possession of a Wyoming Department of Environmental Quality Level III Water Treatment System Operator Certificate or the ability to transfer an equivalent license from another state.

### **Work Environment and Physical Requirements**

Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Periodic travel required in normal course of job performance.

Work is occasionally performed in undesirable physical conditions including extreme noise, heat, cold and dampness. Hazards are moderate, requiring care and use of proper safety equipment and procedures to prevent injury.

Will perform moderate/heavy physical work and lift/carry up to 100 pounds. Ability to stand, climb, twist, grasp, ride, each pick, walk, sit, bend, pinch, crawl, push, pull and perform a variety of similar body movements. Possess hand/eye/foot coordination adequate to use hand and power tools and paint. Ability to see and read instructions, work orders, memos, location maps and manuals

Incumbents may also be subject to office environments and to the common noises associated with office work including telephones and printers, as well as loud noises associated with traffic.

### **Driving Requirements**

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that has any of the following is considered unsatisfactory: 1). Conviction of three or more moving violations from separate incidents, within the past 36 months; 2) A conviction within the previous 36 months of any of the following: Driving Under the Influence of Alcohol or Drugs; Leaving the scene of an accident; Fleeing to avoid arrest; Reckless Driving; Driving without automobile insurance; Driving on a suspended license; or Refusal to take a blood/breathalyzer test for suspected impaired driving.

### **Supplemental Information**

Women, minorities, and individuals with disabilities are encouraged to apply. The City of Lander is an equal opportunity employer. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.

Employment with the City of Lander is contingent upon successful background screening, driving record, and pre-employment drug test. Commercial Driver's License holders will be subject to the Federal Motor Carrier Safety Act requirements. Employees that perform safety-sensitive tasks or possess a Commercial Driver's License are subject to pre-employment and/or continued random drug testing. These tasks include but are not limited to: Emergency response/rescue, working with hazardous materials and chemicals and solid or liquid waste, operating, or maintaining water and wastewater systems, driving for the

City of Lander, operating power-driven equipment or machinery, working with or around children.

Driving records are required for all new employees. If the employee has not held a Wyoming driver's license for the last three (3) years, the employee must provide at their own expense and initiation a driving record from all previous States of residency.

If you have questions regarding the background screen, or pre-employment drug test, please contact the Human Resource Director at (307) 332-2870 X-7 prior to accepting the job offer.

**Guidelines**

Employees are required to follow the established guidelines of the City to include, but are not limited to, the of City of Lander Policy and Procedure Manual, the City of Lander Health and Safety Program and departmental policies and procedures.

**The City of Lander is an at-will employer.**

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined with or without accommodations. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

\_\_\_\_\_  
Employee's Name (Printed)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

# City of Lander

## Job Description



<b>Title:</b> Wastewater and Water Distribution Responsible Charge Operator & Supervisor	
<b>FT Non-Exempt</b>	<b>Grade:</b> 11 \$62,386-97,194
<b>Department:</b> Public Works	<b>Effective Date:</b> 12/2022
<b>Division:</b> Water Systems	<b>Last Revised:</b> 12/2022

*In an effort to create organizational clarity, and to empower its employees, the City of Lander has identified ten core competencies that all employees are expected to meet in order to help fulfill the mission of the city. It is expected that employees will meet their responsibilities as detailed below, including observable commitment to the mission of the city and these values.*

### **General Purpose**

Supervises other operators and is the Responsible Charge Operator for both the Water Distribution and Sewer Collection System.

Performs a variety of managerial and administrative duties related to planning, organizing, directing, and coordinating the day-to-day maintenance, repair and operations related to wastewater collection, wastewater treatment, culinary water supply, water transmission, and water distribution. Assures total water quality according to Federal, State and local regulations. Oversees the monitoring and reporting of the status of the City sewer treatment. Participates in the development of City water quality programs and ordinances.

### **Supervision Received**

Works under the general supervision of the Public Works Director.

### **Supervision Exercised**

Provides close to general supervision and provides, scheduling, direction and evaluations to Water Systems Trainees, Operator(s) III, II and I and assigned to the water distribution and wastewater division.

### **Essential Functions**

Acts as the City of Lander's Responsible Charge Operator in accordance with the *Wyoming Department of Environmental Quality Water Quality Rules and Regulations Chapter 5 Certification of Operators of Public Water and Distribution Systems and Publicly Owned Wastewater Treatment and Collection Systems* as the person designated to be the certified operator making daily decisions regarding the operational and technical actions of the

water distribution system, the sewer collection system and the wastewater treatment facility.

Oversees the operation and maintenance of the wastewater treatment facility. Interprets results, taking action to maintain standards required by regulating agencies. Maintains machine records meter readings, records of chemical analysis, water and other records as required. Communicates and assures compliance with Federal, State and local standards regulating wastewater service.

Plans, organizes, directs and oversees the administration of the water systems division within the City including all aspects of the wastewater collection, wastewater treatment, culinary water system, water disinfecting, treatment and testing, transmission and distribution; monitors, reviews and approves design and work of contractors; performs plan reviews; updates and maintains standards for all water systems projects; acts on all requests for new service line connections, determines most feasible methods and location for such installations.

Supervises division personnel; implements department policy and rules; informs personnel of new procedures and policy changes; administer in-service training and safety programs; conducts interviews, evaluates employee performance; disciplines as necessary; organizes and conducts department meetings; prepares work assignments, orients crew to project details; provides guidance as to project specifications, deadlines, standards, and methods of construction.

Coordinates and monitors the work of external contractors and ensures compliance with specifications and City standards for effective, safe, and secure operations.

Assists in the preparation of department budget; prepares projections of division needs related to personnel, equipment and materials; predicts growth on existing systems, analyzes costs; formulates and implements plans for maintenance and orderly development; prepares bid specifications for various projects, supplies, materials and equipment; submits requisitions for the purchase of supplies and materials used in the installation and /or repair of the water systems; verifies all costs incurred by the division.

Establishes and maintains documentation, records, maps and related detail for all underground systems, utilizes system maps and records during emergency operations; assures timely and consistent sampling, reviews samples and sends the reports to the State; insures necessary changes are made to achieve the desired results; works closely with the Public Works Director on all new and replacement pumps, tanks, wells, extension and replacement of lines and the compilation of reports and data for all monthly, quarterly and annual reports; assures reports are completed accurately and timely.

Supervises, inspects, and maintains all facilities and related equipment related to wastewater collection, wastewater treatment, water distribution, storage reservoirs, pumps, wells, sources of supply, water meters; etc.; ensures proper equipment maintenance; assures proper operation of water purification/treatment facilities.



Establishes priorities to deal with emergencies and unanticipated needs; assigns manpower and material resources to various water related projects; inspects work sites for unusual problems or nonconformity to project specifications; investigates and resolves complaints.

Assists in routine checks of springs, pumps, wells, water lines; may participate in general projects, operates equipment in installing and maintaining lines, installs meters, maintains pumps, wells and automatic valves; oversees maintenance records of all lines and systems; insures adequate water supply during times of peak usage.

Represents the City of Lander by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.

Responds to emergency calls twenty-four hours a day; determines necessary personnel and materials needed to solve problems.

Other duties as assigned

### **Core Competencies**

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Change's approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- **Dependability:** Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- **Initiative:** Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- **Job Knowledge:** Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- **Judgment:** Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- **Planning & Organization:** Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.

- **Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Knowledge** (position requirements at entry):

- Pump mechanics, water works standards, nomenclature for meters, pumps, pump components, piping.
- Electricity; to include general electrical principles.
- Procedures, methods and techniques of sampling; required samples, times to sample, and how and where to sample water & wastewater.
- Applicable Federal, State, Local, and City government codes, rules, and regulations relating to the various aspects of utility collection and distribution.
- Reports, forms and deadlines to have reports to the proper agency. Ability to exercise basic computer skills.
- Safety standers and procedures required to produce a safe working environment. Ability to give clear and concise oral and written instruction. Ability to exercise proper judgment in supervising, operating, maintenance, emergency decisions. Ability to assist lower level operators in upgrading their skills in obtaining their certifications. Ability to establish and maintain effective working relationships with the public, employees and supervisors.
- Operating basic manual and power tools; the standard practices, methods, materials and tools necessary for pipe line construction and repair activities; pipe fitting procedures, pipe classifications and type; the occupational hazards and safety precautions of trench work construction and pipeline maintenance work; hazards common to heavy equipment operation; drain system construction methods etc.; water supply and distribution systems; construction requirements for water distribution and pumping systems; hazards associated with water treatment chemicals; state or federal regulations governing installation and maintenance of water systems; water quality laws; interpersonal communication skills.
- Considerable skill to demonstrate and instruct in the use of specialized equipment including, loader, backhoe, snowplow, pipe locator, flow reading meter, compaction meter and chlorine tester.
- Ability to operate heavy equipment of various kinds under varying conditions; perform heavy physical labor; develop and maintain effective working relationships with co-workers, elected officials, local agencies and the general public; communicate effectively, both verbally and in writing; work from blueprints; tolerate weather extremes in the work environment; ability to perform basic mathematical computations in reading and using various meters, gauges and related devices.
- Recordkeeping principles.
- Computers and related software applications.
- SCADA

**Abilities** (position requirements at entry):

Ability to:

- Demonstrate the City of Lander core values.
- Comprehend and manage regulatory codes, technical and operational documents, reports, research material and information, blueprints, and maps.
- Assess and prioritize situations under work pressure, exercise good judgment, and make sound decisions.
- Set work priorities and work independently with minimal supervision.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and recommend solutions in support of goals.
- Compose appropriate recommendations and prepare clear and concise reports.
- Present accurate and reliable reports which contain findings, set direction, and offer recommendations to achieve desired goals and end results.
- Interpret and explain City policies and procedures.
- Apply and convey technical expertise.
- Comply with municipal budgeting practices.
- Select, supervise, mentor, train, and develop staff.
- Provide effective leadership and direction.
- Coordinate the work of personnel.
- Operate modern office equipment, software, and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and directions.
- Communicate effectively verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all City safety rules and procedures and immediately respond to/investigate observations or employee reports of accidents/incidents or unsafe conditions.

**Skills** (position requirements at entry):

Skill in:

- Interpreting and applying applicable laws, rules, and regulations.
- Basic principles of budgeting.
- Allocating limited resources in a cost-effective manner.
- Providing customer service.
- Technical writing.
- Mentoring employees.
- Delegating and prioritizing work.
- Public speaking.
- Project management.
- Time management.
- Conflict management.
- Compiling, analyzing, organizing, and evaluating data and making appropriate recommendations based on findings.

- Operating in a courteous, knowledgeable, and tactful manner with customers, staff, and the public.
- Oral and written communication, sufficient to exchange or convey effective information and to receive work direction.
- Operating modern office equipment, including computer software and operating systems/applications.
- Considerable knowledge of operating basic manual and power tools; the standard practices, methods, materials and tools necessary for pipe line construction and repair activities; pipe fitting procedures, pipe classifications and type; the occupational hazards and safety precautions of trench work construction and pipeline maintenance work; hazards common to heavy equipment operation; drain system construction methods etc.; water supply and distribution systems; construction requirements for water distribution and pumping systems; hazards associated with water treatment chemicals; state or federal regulations governing installation and maintenance of water systems; water quality laws; interpersonal communication skills.
- Considerable skill to demonstrate and instruct in the use of specialized equipment including, excavator, loader, backhoe, snowplow, pipe locator, flow reading meter, compaction meter and chlorine tester.

### **Education Experience**

- High school diploma or equivalent (G.E.D.) required.
- Bachelor's Degree in construction technology, civil engineering, or a closely related field preferred.
- Minimum of (2) two years of experience working as a supervisor.
- Minimum of (3) three years of increasingly responsible experience in wastewater treatment, water and distribution system maintenance, repair and construction or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed below.

### **Licensing and Certification Requirements**

- Possession of a valid Wyoming Driver's License required.
- Possession of a Wyoming Department of Environmental Quality Level I Water Distribution System Operator Certificate or the ability to transfer an equivalent license from another state.
- Possession of a Wyoming Department of Environmental Quality Lagoon License or Level I Wastewater Collection System Operator Certificate or the ability to transfer an equivalent license from another state.
- Ability to obtain a Level II and Level III Water Distribution System Operator Certificate within 4 years of employment.

### **Work Environment and Physical Requirements**

Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Periodic travel required in normal course of job performance.

Work is occasionally performed in undesirable physical conditions including extreme noise, heat, cold and dampness. Hazards are moderate, requiring care and use of proper safety equipment and procedures to prevent injury.

Will perform moderate/heavy physical work and lift/carry up to 100 pounds. Ability to stand, climb, twist, grasp, ride, each pick, walk, sit, bend, pinch, crawl, push, pull and perform a variety of similar body movements. Possess hand/eye/foot coordination adequate to use hand and power tools and paint. Ability to see and read instructions, work orders, memos, location maps and manuals

Incumbents may also be subject to office environments and to the common noises associated with office work including telephones and printers, as well as loud noises associated with traffic.

### **Driving Requirements**

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that has any of the following is considered unsatisfactory: 1). Conviction of three or more moving violations from separate incidents, within the past 36 months; 2) A conviction within the previous 36 months of any of the following: Driving Under the Influence of Alcohol or Drugs; Leaving the scene of an accident; Fleeing to avoid arrest; Reckless Driving; Driving without automobile insurance; Driving on a suspended license; or Refusal to take a blood/breathalyzer test for suspected impaired driving.

### **Supplemental Information**

Women, minorities, and individuals with disabilities are encouraged to apply. The City of Lander is an equal opportunity employer. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.

Employment with the City of Lander is contingent upon successful background screening, driving record, and pre-employment drug test. Commercial Driver's License holders will be subject to the Federal Motor Carrier Safety Act requirements. Employees that perform safety-sensitive tasks or possess a Commercial Driver's License are subject to pre-employment and/or continued random drug testing. These tasks include but are not limited to: Emergency response/rescue, working with hazardous materials and chemicals and solid or liquid waste, operating, or maintaining water and wastewater systems, driving for the

City of Lander, operating power-driven equipment or machinery, working with or around children.

Driving records are required for all new employees. If the employee has not held a Wyoming driver's license for the last three (3) years, the employee must provide at their own expense and initiation a driving record from all previous States of residency.

If you have questions regarding the background screen, or pre-employment drug test, please contact the Human Resource Director at (307) 332-2870 X-7 prior to accepting the job offer.

### **Guidelines**

Employees are required to follow the established guidelines of the City to include, but are not limited to, the of City of Lander Policy and Procedure Manual, the City of Lander Health and Safety Program and departmental policies and procedures.

**The City of Lander is an at-will employer.**

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined with or without accommodations. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

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Employee's Name (Printed)

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Employee's Signature

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Date

# *City of Lander*

## **Job Description**

<b>Title:</b> Assistant Public Works Director	<b>Grade:</b> 12 \$69,250-107,888
<b>Department:</b> Public Works	<b>Effective Date:</b> 2/05/2022
<b>Division:</b> Administration FT NON-EXEMPT	<b>Last Revised:</b> 12/9/2022

### **GENERAL PURPOSE**

Under direction from the Public Works Director directs, supervises, and coordinates all phases of city-wide public works operations.

### **SUPERVISION RECEIVED**

Works under the guidance and direction of the Public Works Director.

### **SUPERVISION EXERCISED**

Provides supervision and direction to the Building Inspector and other departmental employees as assigned.

### **ESSENTIAL FUNCTIONS**

- Serves as Acting Public Works Director in the absence of the Director.
- Supervises and coordinates Building Inspector and Department, including overseeing permitting and inspections.
- Attends staff, City Council Meetings, and other meetings as required.
- Assists and participates in development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
- Assists and participates in the development and administration of the annual budget and capital improvement plan; forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Supervises, coordinates, and inspects projects related to all aspects of Public Works.
- Assists in the selection, training, motivation, and evaluation of Public Works personnel; provide or coordinate staffing and safety training; works with employees to correct deficiencies; implements and maintains discipline and termination procedures.
- Supervises, monitors and enforces safety practices.
- Provides citizens with information over the telephone and in-person; responds to and resolves citizens' complaints,
- Supervises, plans, directs, coordinates, inspects, and reviews the construction management and the work plan for staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Contributes to a positive group environment by complying with all safety policies, practices, and procedures, and reporting all unsafe activities to Director and/or supervisors; Participates in initiative-taking team efforts to achieve departmental and City-wide goals; assisting other co-workers on special projects as required and providing leadership to others through example and by sharing knowledge and skills.
- Performs other duties as assigned or required.

## **CORE COMPETENCIES**

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Change's approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- **Dependability:** Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- **Initiative:** Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- **Job Knowledge:** Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- **Judgment:** Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- **Planning & Organization:** Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- **Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

## **KNOWLEDGE:**

- Principles and practices of project management in a government environment.
- Fundamentals of civil engineering and project planning.
- Methods and techniques of the design, construction, and maintenance of public works infrastructure, including sewer, road, and street construction, collection, and delivery of culinary and wastewater systems.
- Regulations and laws, including but not limited to those regulations concerning DEQ and EPA.
- Principles and practices of cost accounting, budgeting, personnel administration, and strategic planning.

## **SKILLS AND ABILITIES:**



- Analyzing Public Works issues, evaluating alternatives, and making logical recommendations based on findings.
- Inspecting designs, details, estimates, plans, and specifications.
- Analyzing and evaluating technical engineering data and documentation.
- Analyzing needs and prioritizing projects to meet the needs.
- Developing and implementing long-range plans and procedures for cost-effective management of allocated resources.
- Assessing and prioritizing multiple tasks, projects and demands.
- Effectively managing and leading staff and delegating tasks and authority.
- Creating a work environment that fosters teamwork, creativity, and ethical standards.
- Operating a personal computer utilizing a variety of software applications and other office equipment.
- Establishing and maintaining effective working relationships with public officials, outside agencies, and the public.
- Effectively communicating verbally (in-person, telephone, and radio) and in writing.
- Concentrating and paying close attention to detail and the ability to manage multiple concurrent activities.
- Teaching, presenting, and communicating concepts and principles of asset management to Public Works staff with a wide and diverse backgrounds and skill set.

#### **MINIMUM QUALIFICATIONS:**

- Bachelor's Degree in Engineering, Public Administration, or related field is required. Prefer 4 years' experience in managing Public Works projects, including 2 years supervisory experience, but willing to train the right candidate.
- Must obtain ICC Residential Building Inspector certification and ICC Commercial Building Inspector certification within one year of date of hire.
- Must have a valid driver's license with an acceptable driving record.

#### **WORK ENVIRONMENT & PHYSICAL REQUIREMENTS**

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, not generally involving muscular strain, related to walking, standing, stooping, sitting, reaching. Occasionally lifts 50 lbs. Essential functions require talking, hearing, and seeing. Common eye, hand, finger dexterity exists. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking, and creative problem-solving. Periodic travel is required in the normal course of job performance. Occasionally works in outdoor weather conditions. May be subject to common noises associated with office work including telephone and printers, as well as loud noises associated with traffic and heavy equipment.

#### **DRIVING REQUIREMENTS:**

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that has any of the following is considered unsatisfactory: 1). Conviction of three or more moving violations from separate incidents, within the past 36 months; 2) A conviction within the previous 36 months of any of the following: Driving Under the Influence of Alcohol or Drugs; Leaving the scene of an

accident; Fleeing to avoid arrest; Reckless Driving; Driving without automobile insurance; Driving on a suspended license, or Refusal to take a blood/breathalyzer test for suspected impaired driving.

### **SUPPLEMENTAL INFORMATION**

Women, minorities, and individuals with disabilities are encouraged to apply. The City of Lander is an equal opportunity employer. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.

Employment with the City of Lander is contingent upon successful background screening, driving record and pre-employment, an annual FMCSA Clearinghouse Query for CDL holders, and a pre-employment drug test. Employees that perform safety-sensitive tasks are subject to pre-employment and/or continued random drug testing. These tasks include but are not limited to: Emergency response/rescue, working with hazardous materials and chemicals and solid or liquid waste, operating, or maintaining water and wastewater systems, driving for the City of Lander, operating power-driven equipment or machinery, working with or around children.

If you have questions regarding the background screen, pre-employment, or random drug test, please contact the Human Resource Director at (307) 332-2870 X-7 before accepting the job offer.

### **GUIDELINES**

Employees are required to follow the City's established guidelines of the City including, but not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application.

**The City of Lander is an at-will employer.**

I have read this job description and understand my job duties and responsibilities. I can perform the essential functions as outlined with or without accommodations. I understand that my job description may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

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Employee's Name (Printed)

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Employee's Signature

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Date

# *City of Lander*

## **Job Description**

<b>Title:</b> Community Development Coordinator	<b>Grade:</b> 7 52,655-82,035
<b>Department:</b> Administration	<b>Effective Date:</b> 12/2021
<b>Type of Position:</b> FT Non- Exempt	<b>Revised:</b> 12/9/2022

*In an effort to create organizational clarity, and to empower its employees, the City of Lander has identified ten core competencies that all employees are expected to meet in order to help fulfill the mission of the City. It is expected that employees will meet their responsibilities as detailed below, including observable commitment to the mission of the City and these values.*

### **GENERAL PURPOSE**

Responsible for planning, coordinating and implementing community engagement in the City of Lander including, but not limited to, city events, state-wide conferences, public information, and other community attractions. This position requires a hands-on approach to getting the job done. Additional administrative duties as assigned.

### **SUPERVISION RECEIVED**

Works under general supervision from the City Clerk and/or the Assistant Mayor.

### **SUPERVISION EXERCISED: NONE**

### **ESSENTIAL FUNCTIONS**

- Coordinates and facilitates events for the City of Lander including but not limited to themes, conventions, concepts and objectives relating to organizational and City Council goals. May include any combination of services as necessary including, but not limited to, location and vendor referrals, booking, community engagement, marketing, communications, and public relations.
- Serves as a liaison between the City of Lander, business owners and vendors.
- Engages with community members, groups, and stakeholders to promote and coordinate volunteerism for special events.
- Researches and recommends opportunities for special community-wide events and community partnerships with outside organizations to create events for a diverse regional audience.
- Develops materials and implements marketing strategies for City of Lander operations.
- Participates in the negotiation of event contracts and service agreements.
- Performs related and additional duties as required.

## **CORE COMPETENCIES**

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Changes approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- **Dependability:** Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- **Initiative:** Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- **Job Knowledge:** Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- **Judgment:** Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- **Planning & Organization:** Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- **Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

## **Knowledge, Skills and Abilities**

- Effective public relations practices.
- Event planning methods and principals.
- Quality Customer Service.

- Proficiency in modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications, such as Microsoft Word, Excel, Adobe Photoshop, Illustrator and In Design.
- Familiarity with web-based applications and social media platforms.
- Ability to multitask multiple projects at one time.
- Ability to follow written and verbal communication.
- Maintain and file reports, logs, records and files.
- Excellent oral and written communication skills.
- Public speaking and interpersonal communication skills.
- Communicate effectively, verbally and in writing.
- Exceptional organizational skills

### **EDUCATION AND LICENSES**

- Bachelor's degree in a field related to event planning, hospitality, marketing, economic, or community development preferred.
- Must possess a valid Wyoming driver's license.

### **WORK ENVIRONMENT & PHYSICAL REQUIREMENTS**

Flexible schedule required. Attends events during regular business hours, evenings, weekends and holidays as necessary

Positions in this class typically require driving, stooping, kneeling, crouching, reaching, standing and walking for long periods, climbing, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions such as keyboarding. Various levels of mental application required, i.e., memory for details, emotional stability, discriminating thinking, creative problem solving. Continuous use of motor skills. Operation of office equipment including a computer keyboard; ability to operate a vehicle to travel to various locations; and to verbally communicate to exchange information.

Medium work: Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to lift, carry, push, and pull or otherwise move objects, including the human body.

Incumbents may be subject to perform duties either indoors or outdoors, which may include extreme climate/weather conditions (-30 degrees F to 100+ degrees F ) in daylight and darkness.

Incumbents may also be subject to office environments and to the common noises associated with office work including telephones and printers, as well as loud noises associated with traffic.

Work setting is informal, team oriented, and has variable tasks. Frequent attendance at after-hours meetings.

**DRIVING REQUIREMENTS:**

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that has any of the following is considered unsatisfactory: 1). Conviction of three or more moving violations from separate incidents, within the past 36 months; 2) A conviction within the previous 36 months of any of the following: Driving Under the Influence of Alcohol or Drugs; Leaving the scene of an accident; Fleeing to avoid arrest; Reckless Driving; Driving without automobile insurance; Driving on a suspended license; or Refusal to take a blood/breathalyzer test for suspected impaired driving.

**SUPPLEMENTAL INFORMATION**

Women, minorities, and individuals with disabilities are encouraged to apply. The City of Lander is an equal opportunity employer. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.

Employment with the City of Lander is contingent upon successful background screen and a pre-employment drug test. Employees that perform safety sensitive tasks are subject to pre-employment and/or continued random drug testing. These tasks include but are not limited to: Emergency response/rescue, working with hazardous materials and chemicals and solid or liquid waste, operating or maintaining water and wastewater systems, driving for the City of Lander, operating power-driven equipment or machinery, working with or around children.

Driving records are required for all new employees. If the employee has not held a Wyoming driver's license for the last three (3) years, the employee must provide at their own expense and initiation a driving record from all previous States of residency.

As a condition of employment, the successful candidate must utilize direct deposit for payroll purposes.

If you have questions regarding the background screen, or pre-employment drug test, please contact the Human Resource Director at (307) 332-2870 X-7 prior to accepting the job offer.

**GUIDELINES**

Employees are required to follow the established guidelines of the City to include, but are not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures.

**The City of Lander is an at-will employer.**

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined with or without accommodations. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

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Employee's Name (Printed)

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Employee's Signature

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Date

# City of Lander

## Job Description



<b>Title:</b>	Street Maintenance Supervisor	<b>Grade:</b> 11 \$62,386-97,194
<b>Department:</b>	Public Works	<b>Effective Date:</b> 7/2021
<b>Division:</b> Streets FT NON-EXEMPT		<b>Last Revised:</b> 12/2022

*In an effort to create organizational clarity, and to empower its employees, the City of Lander has identified ten core competencies that all employees are expected to meet in order to help fulfill the mission of the City. It is expected that employees will meet their responsibilities as detailed below, including observable commitment to the mission of the City and these values.*

### GENERAL PURPOSE

Performs a variety of duties related to planning, organizing, directing, coordinating and implementing the day-to-day construction, maintenance and repair of all city streets, alleys, related roadways, storm drains, ditches and other City properties.

### SUPERVISION RECEIVED

Works under the general supervision of the Public Works Director.

### SUPERVISION EXERCISED

Provides close to general supervision to all personnel in the Streets Maintenance Department as well as other employees when assigned.

### ESSENTIAL FUNCTIONS

Plans, organizes, directs, and actively oversees the Street Maintenance Department within the City including all aspects of construction, maintenance and repair of streets, alleys, storm/drainage structures, curb & gutter, irrigation culverts, tree trimming, and related public ways; monitors, reviews and approves design and work of contractors; updates and maintains standards for all street, painting, striping and signing related projects; acts on all requests for repair, including patching, crack sealing etc.; monitors conditions of street and storm drain system and establishes project priorities; plans, directs, and actively oversees the snow removal program; oversees all personnel and equipment used in performing all duties as mentioned or assigned.

Supervises division and project personnel; implements policy and rules; informs personnel of new procedures and policy changes; conducts interviews, evaluates employee performance; disciplines as necessary; organizes and conducts department meetings; prepares work assignments, orients crew of project details; provides guidance as to project specifications, deadlines, standards and methods of operations.

Assists in the preparation of department budget; prepares projections of division needs related to personnel, equipment and materials; predicts growth on existing systems, analyzes costs, presents justifications; formulates and implements plans for maintenance and orderly development; requisitions for the purchase of supplies, equipment and materials used in the construction, maintenance and repair of street systems; verifies all costs incurred by the division; prepares bid specification and elects and purchases equipment as appropriate.



Assigns personnel and department resources to various City projects as required by the Public Works Director; assists in the setting of priorities to deal with emergencies and unanticipated needs; assists other departments and private agencies as assigned by the Public Works Director.

Inspects work in progress; ensures that workmanship conforms to specifications; ensures that construction and maintenance schedules are adhered to; investigates and resolves complaints; actively oversees activities and projects such as putting up and taking down of lights, decorations, and banners; actively oversees flood control activities as needed; ensures safe conditions are maintained for employees and the public.

Orients, instructs, certifies, and trains department employees in how to safely operate and maintain all equipment used in day to day operations.

Responds to emergency calls twenty-four hours a day; determines necessary personnel and materials needed to resolve problems; maintains daily records of all work performed, hours worked by individual employees and submits time records for departmental payroll; monitors overtime hours worked; maintains vacation and sick leave records.

Operates light equipment such as sweepers, mowers, street sweepers, rollers, cement mixers, pick-ups, tractors, fork lifts, spreaders, pothole repair equipment, crack sealing equipment, and various hand and power tools as needed.

Operates specialized heavy equipment such as single & tandem axle dump trucks, road graders, front-end loaders, backhoe, excavators, bucket trucks, snow plow and other similar equipment in the construction, maintenance and repair of various street department projects and sites.

Transports and deposits various construction materials such as sand, salt, gravel, dirt, etc; performs hot mix patching, repair and construction, snow and ice control, gravel street maintenance, street sweeping, cold mix patching, debris collection, etc.

Performs related duties as required.

### **CORE COMPETENCIES**

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Changes approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- **Dependability:** Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.

- Initiative: Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- Job Knowledge: Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- Judgment: Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- Planning & Organization: Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- Quality: Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

### **MINIMUM QUALIFICATIONS**

#### **1. Education and Experience:**

- a. Graduation from high school; plus one (1) years of specialized training directly related to above duties provided through professional workshops, in-service courses, or college;
- b. Five (5) years of progressively responsible experience in a field directly related to above duties; two (2) years of which must have been in a lead worker capacity; OR
- c. An equivalent combination of education and experience.

#### **2. Knowledge, Skills and Abilities:**

Considerable knowledge of drawings and specifications, grades, machinery, materials, and methods of constructing roads, bridges, drainage systems, culverts, etc.; principles and techniques of sound management practices; safety standards related to road construction; hazards common to heavy equipment operation; equipment maintenance and repair; legal liabilities associated with street construction, maintenance and personnel management; civil engineering standards related to street construction and drainage; right-of-way laws and ordinances; budget development and fiscal management; basic record keeping practices; PC microcomputer and various Windows applications.

Skill in the operation of heavy mechanized equipment as required by the position. Skill in the art of diplomacy and cooperative problem solving.

Ability to communicate effectively verbally and in writing; plan, organize, and direct the affairs and operations of a division engaged in a variety of construction projects related to street systems; read and interpret engineering drawings and specifications; visualize completed projects in planning stages and estimate the end results; estimate quantity of materials accurately; develop and maintain effective working relationships with elected officials, federal agencies, state agencies, local governments, subordinates, and the public.

#### **3. Special Qualifications:**

Must possess a Commercial Drivers License "B" (CDL/B)  
May be required to become HAZMAT certified.

4. Work Environment:

Incumbent of the position normally works in a safe, climate controlled environment. Occasionally, tasks require a variety of physical activities, generally involving muscular strain, related to walking, standing, stooping, sitting, reaching, lifting. Talking, hearing and seeing essential to performing required job functions. Common eye, hand, finger dexterity exist. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving.

GUIDELINES

Employees are required to follow the established guidelines of the City to include, but are not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application. This position helps develop division guidelines.

**The City of Lander is an at-will employer. This means that either party – the employee or the employer – may end employment at any time, with or without cause, with or without notice. All the terms, conditions and benefits of employment with the City are subject to change at any time, with or without notice, at the discretion of the City.**

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

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Employee's Name (Printed)

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Employee's Signature

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Date

**RESOLUTION 1274**  
**A RESOLUTION AMENDING THE COMPENSATION PLAN PORTION OF**  
**THE CITY OF LANDER PERSONNEL REGULATIONS IN ORDER TO ADOPT**  
**THE AMENDED SALARY STRUCTURE WITHIN THE CITY OF LANDER**

WHEREAS, pursuant to Section 12-2-6 of the City of Lander Code Book, the Mayor, subject to the approval of the City Council, may establish regulations and policies concerning all city personnel; and

WHEREAS, pursuant to Section 12-2-6 of the City of Lander Code Book, the Mayor and City Council have adopted personnel regulations; and

WHEREAS, all classified city positions should have a pay grade chart that reflects a fair and equitable pay as determined by the Mayor and City Council; and

WHEREAS, a compensation plan containing a grade chart was previously adopted pursuant to the personnel regulations; and

WHEREAS, the governing body of the City of Lander desires to amend the Salary Structure to include the new job positions of Water Treatment Plant Responsible Charge Operator & Supervisor and a Wastewater and Water Distribution Responsible Charge Operator & Supervisor;

WHEREAS, the governing body for the City of Lander has considered the criteria set forth and described in the Compensation Section of the Managerial Guidelines in amending the compensation plan as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER that the governing body may amend, repeal or revoke the compensation plan at any time by resolution of the governing body pursuant to the City of Lander's personnel regulations.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, by the Governing Body of the City of Lander that the Compensation Plan be amended to include the new job descriptions of Water Treatment Plant Responsible Charge Operator & Supervisor and a Wastewater and Water Distribution Responsible Charge Operator & Supervisor to the salary structure for the City of Lander and attached hereto as Exhibit "A" and incorporated herein by reference hereby added to the compensation plan portion of the City of Lander Managerial Guidelines

PASSED, APPROVED AND ADOPTED the 13<sup>th</sup> day of December, 2022.

The City of Lander  
A Municipal Corporation

Attest:

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on December 13, 2022 and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

**City of Lander  
Salary Structure & Tables**

Pay Grade	Annual Pay Rates			12 Monthly Pay Rates			2080 Hourly Pay Rates			Positions
	Minimum	Mid	Maximum	Minimum	Mid	Maximum	Minimum	Mid	Maximum	
1	37,966	48,558	59,150	3,164	4,046	4,929	18.25	23.35	28.44	Assistant Sexton, Court Clerk, Judge, Maintenance Worker, Parks Clerk, Water Clerk, Weed & Pest Controller, Clerk/Evidence Tech Assistant, Detective Secretary Evidence Clerk, Equipment Operator I, II, Code Enforcement
2	41,114	52,584	64,054	3,426	4,382	5,338	19.77	25.28	30.80	Mechanic, Water Operator I, Water Operator II, Equipment Operator III,
3	44,579	57,016	69,453	3,715	4,751	5,788	21.43	27.41	33.39	Programs Manager, Victim Witness, Water Operator III,
4	46,456	59,416	72,376	3,871	4,951	6,031	22.33	28.57	34.80	Police Officer I
5	48,411	61,916	75,422	4,034	5,160	6,285	23.27	29.77	36.26	Police Officer II, Street Foreman, Water System Foreman,
6	50,461	64,539	78,617	4,205	5,378	6,551	24.26	31.03	37.80	Airport and Fire Hall Facilities Manager, Weed & Pest Supervisor, Police Officer III, Water Operator IV
7	52,655	67,345	82,035	4,388	5,612	6,836	25.32	32.38	39.44	Detective, Community Development Coordinator,
8	54,866	70,173	85,480	4,572	5,848	7,123	26.38	33.74	41.10	Building Inspector, Sexton,
9	57,250	73,221	89,193	4,771	6,102	7,433	27.52	35.20	42.88	Sergeant, Shop Foreman
10	59,762	76,434	93,107	4,980	6,370	7,759	28.73	36.75	44.76	Assistant to the Mayor, Parks & Rec Supervisor, Deputy Clerk/Treasurer, Lieutenant, Streets Maintenance Supervisor, Water Treatment Plant Responsible Charge Operator/Supervisor, Wastewater & Distributions Responsible Charge Operator/Supervisor
11	62,386	79,790	97,194	5,199	6,649	8,100	29.99	38.36	46.73	
12	69,250	88,569	107,888	5,771	7,381	8,991	33.29	42.58	51.87	City Clerk, Human Resource Director, Assistant Public Works Director
13	77,940	99,685	121,429	6,495	8,307	10,119	37.47	47.93	58.38	City Treasurer
14	87,722	112,195	136,668	7,310	9,350	11,389	42.17	53.94	65.71	Police Chief, Engineer/Public Works Director



Rajeane Strube Fossen &lt;rsfossen@landerwyoming.org&gt;

**Good Morning,**

2 messages

**Lisa Jacks** <wink12134@gmail.com>

Tue, Nov 15, 2022 at 7:09 AM

To: "Rajeane Fossen (rsfossen@landerwyoming.org)" &lt;rsfossen@landerwyoming.org&gt;

This note will not surprise you.

I have thought of the possibility of continuing with this Board. I have enjoyed learning from all of you. I see an opportunity with two very qualified people that will do a very good job. That being said, I resign from the board and wish you all the best.

Like Steve, I will not be attending the interview. I will be able to join the meeting later by zoom.

Thank you for everything.

Lisa Jacks

**Rajeane Strube Fossen** <rsfossen@landerwyoming.org>

Wed, Nov 16, 2022 at 7:41 AM

To: Lisa Jacks &lt;wink12134@gmail.com&gt;

Sorry to hear this. I will send out a zoom link.

Happy Thanksgiving!



Rajeane

[Quoted text hidden]

Thank you for your interest in the Lander Planning Commission and Board of Adjustments. These are volunteer positions which are appointed by the Lander City Council with the approval of the Mayor. Meetings are the first and the third Thursday of the month.

In order to assist applicants in understanding the workings of these boards, some background is useful. The members of the Planning Commission (PC) also make up the membership of the Board of Adjustments (BOA) but the PC and the BOA have different functions. The duties and authority of the PC are found in Lander Municipal Code Section 4-7-2 available online at: [https://lander.municipalcodeonline.com/book?type=ordinances#name=4-7-2\\_Planning\\_Commission\\_-\\_Powers\\_And\\_Jurisdiction](https://lander.municipalcodeonline.com/book?type=ordinances#name=4-7-2_Planning_Commission_-_Powers_And_Jurisdiction).

The BOA duties and authority are found in Code section 4-5-2. The BOA determines appeals including requests for zoning variances; see Wyoming State Statute 15-1-608. Section 15-1-608(2)(b) provides the limited circumstances under which a variance can be granted. The PC and the BOA are only authorized to review matters in response to a property owner's request; neither group has enforcement authority.

Knowledge of Municipal Codes 4-5-2 and 4-7-2 and State Statute 15-1-608 is important for the members of the boards.

This questionnaire is designed to provide applicants with an opportunity to further explain their interest in becoming members of the PC and the BOA. Type your response into the form. Please be as brief as possible while being responsive. Please return the completed form to Kristin Yannonne at [kristinyannonne1@gmail.com](mailto:kristinyannonne1@gmail.com) and copy [rsfossen@landerwyoming.org](mailto:rsfossen@landerwyoming.org) by November 9<sup>th</sup>.

**1. What is your name, address, telephone number and email address?**

**Robert (Rob) Newsom**  
**150 Popo Agie St.**  
**Lander, WY 82520**  
**(281)-924-5484**  
**[rob.newsom@gmail.com](mailto:rob.newsom@gmail.com)**

**2. Why do you want to be on the PC/BOA?**

**Local government and city planning have been an interest of mine for several years. Additionally, my schedule can now accommodate the time requirement. I believe my background will offer beneficial perspectives for the group.**

**3. What is your vision for Lander?**

**My vision for Lander is to be a great and welcoming place for families to raise kids and people to live fulfilling, meaningful lives. I would love to see it attract people that value the outdoors and real, relationship-driven community. I would love to see housing options that were viable solutions for all income levels.**

**4. What do you think are the challenges for Lander and how do you think**

**the PC/BOA can address those changes?**

I think that Lander faces challenges in housing affordability and infrastructure maintenance. The PC/BOA, in addition to their formal duties, are one of the only places where regular discussions about our city's future are being held. The discussions allow for diverse backgrounds to provide input on what could someday end up being legislated. The earlier and more often discussions take place before decisions need to be made should ultimately allow the best possible outcome for all stakeholders.

- 5. What experience have you had that you think would assist you in being on the PC/BOA?**

I have a background in construction and engineering management. I approach discussions and problems in a technical and logical manner. I have perspectives on housing from many perspectives (a renter, owner, landlord, and short-term rental operator).

- 6. What would you do if a plan comes before the PC that you think is not compatible with the location or is less than desirable but complies with the code?**

If the plan adversely affects the character of a neighborhood or is not in line with public interest, it can generally be ruled as not complying with the code. For example, 4-6-1-C.

However, if there were a plan that came before the PC that would potentially be a negative impact for the city and its citizens, I would consult with legal counsel to determine what the city's risk of exposure was in the event that it did restrict a property owner from using his/her land in a way that was permitted by code.



Thank you for your interest in the Lander Planning Commission and Board of Adjustments. These are volunteer positions which are appointed by the Lander City Council with the approval of the Mayor. Meetings are the first and the third Thursday of the month.

In order to assist applicants in understanding the workings of these boards, some background is useful. The members of the Planning Commission (PC) also make up the membership of the Board of Adjustments (BOA) but the PC and the BOA have different functions. The duties and authority of the PC are found in Lander Municipal Code Section 4-7-2 available online at: [https://lander.municipalcodeonline.com/book?type=ordinances#name=4-7-2\\_Planning\\_Commission\\_-\\_Powers\\_And\\_Jurisdiction](https://lander.municipalcodeonline.com/book?type=ordinances#name=4-7-2_Planning_Commission_-_Powers_And_Jurisdiction).

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This questionnaire is designed to provide applicants with an opportunity to further explain their interest in becoming members of the PC and the BOA. Type your response into the form. Please be as brief as possible while being responsive. Please return the completed form to Kristin Yannone at [kristinyannone1@gmail.com](mailto:kristinyannone1@gmail.com) and copy [rsfossen@landerwyoming.org](mailto:rsfossen@landerwyoming.org) by November 9<sup>th</sup>.

**1. What is your name, address, telephone number and email address?**

**Joseph Henry, EdD**  
**317 Bellvue Ave**  
**Lander, WY 82520**  
**(307)332-0348**  
**(307)438-1235**  
**Henryjosephp73@gmail.com**

**2. Why do you want to be on the PC/BOA?**

**My history of Education, Leadership and working with diverse populations provides insight into the make-up of the Lander Community and what the needs are. I can contribute both thought, experience and help illustrate the diverse needs of the Lander Community.**

**3. What is your vision for Lander?**

**My vision for Lander is to recognize our differences as assets and not as liabilities. To see the community as inclusive, being the County Seat and a welcoming community for both families and businesses.**

**4. What do you think are the challenges for Lander and how do you think the**

**PC/BOA can address those changes?**

**The first challenge is to clean up the junk that is laying in many of the residential yards and definitely clean the vacant lots. Make Lander recognizable as a city with sidewalks and cleared alleyways. Encourage residents to take pride in their City. Enforce the regulations that exist for all who live within the City Boundaries.**

**5. What experience have you had that you think would assist you in being on the PC/BOA?**

**My organizational skills, leadership skills and a collaborative approach are assets. I can maintain focus and partner with others to achieve the stated goals/objectives.**

**6. What would you do if a plan comes before the PC that you think is not compatible with the location or is less than desirable but complies with the code?**

**Identify the positives and liabilities of the plan that include the short term benefits versus the long range impact on the community. Visualize this plan and how it fits in as the community grows. Is this plan a positive when seen in context of the Lander 20 Year Plan?**

**I worked successfully with the Eastern Shoshone and Northern Arapaho Tribes for 25+ years. I can work with anyone, regardless of color, class, religion or political stripe to achieve the stated objectives for this Lander Community. I worked successfully with diverse populations in both Chicago and Lexington/Georgetown, Kentucky.**

**Thank you Joseph Henry, EdD.**

Tracy C. Rue

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511 N. 4<sup>th</sup> Street • Lander, Wyoming 82520 • (970) 773-3995  
Email: Tracyrue22@gmail.com

November 21<sup>st</sup>, 2022

City of Lander Housing Authority  
Attn: Chairperson of the Housing Authority  
240 Lincoln Street  
Lander, Wyoming 82520

Members of the Board:

Please accept this letter as my “Letter of Interest” for the upcoming vacancy on your board. I have been a resident of Wyoming since 1980 and a Lander resident for the past 5 years. I have recently exited my position from Skywriter MD as the founder and Chief Executive Officer pending an acquisition.

Let me begin my saying that I have come to know and love this community for both it’s beautiful scenery and citizens. Wyoming has been my home for many years, and I plan to keep it that way. My vast experience in medicine, business and community involvement makes me well suited for this board. I have taken many “ideas” and made them a reality several times over. Utilizing my experience to assist or lead my community with existing and new projects is my motivation and strength.

Thank you for your time and consideration for review of this letter and my credentials. I stand ready to assist our community.



Tracy Rue



## CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Bryan Brown Date: 05/03/2021  
Street Address: 950 Cascade Street  
Mailing Address (if different): \_\_\_\_\_  
Business Phone: 406-690-7392 Home Phone: n/a  
Email Address: bryan.brown@307cpas.com  
Years as a Resident of Lander : 11  
Occupation: CPA Employer: Fagnant, Lewis, & Brinda P.C.  
What board/committee are you applying for? Lander Improvements For Tomorrow (LIFT)

**Please list any current/previous civic or professional organizations and in what capacity:**

Lander Kiwanis Club - Treasurer (Current)  
Lander Masonic Temple - Master Mason (Current)  
Lander Shrine Club - Nobel (Current)  
Sleep in Heavenly Peace - Worland Chapter - Delivery Coordinator (Current)

**Please list any City boards/committees (if any) that you currently serve on:**

None

**Why would you like to serve? (Please discuss specific interest.)**

I think it is important to have input on the decision making process for this new economic development tax. I like the idea of watching Lander, WY benefit from putting the right puzzle pieces in place, and by serving on this board I can help put those pieces in place.

**What special skills, training, or experience do you have that would be pertinent to this board position?**

I am a CPA with 11 years of experience working with a variety of governments and not-for-profits. I have served as treasurer for multiple different organizations.

Please return the form to: 240 Lincoln St, Lander, WY 82520

*This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.*

Signature: \_\_\_\_\_

A handwritten signature, likely of Bryan Brown, is written over a rectangular box.

**LIFT Committee**  
**Half Cent Economic Development Tax**  
**Recommendations to LEDA**  
**December 5, 2022**

**Breakdown of Funds Available for Distribution and Recommendation:**

1. Tax Collection Q1 (July 1, 2022 – September 30, 2022)	\$ 163,671
2. Funds Returned from Previous Grants -	6,842
3. Carryover Funds from Prior Quarter -	<u>112,775</u>
4. Total Funds Available this Quarter -	\$ 283,288
5. LIFT Recommendation for this Quarter -	<u>142,445</u>
6. Carryover Funds Available for Next Quarter -	\$140,843

**Summary of LIFT Actions and Recommendation:**

1. Received 8 applications requesting \$562,571 in funding.
2. 7 of the 8 applicants attended Pitch Nights to present information and answer questions from LIFT Committee members.
3. 4 Applicants were deemed ineligible by the LIFT Committee for not meeting grant requirements.
4. LIFT is recommending funding for 4 applicants, based on its award matrix, in an aggregate amount of \$142,445. See attached Summary of Award Recommendations to LEDA.

**Review of Individual Applicants:**

**1. Pushroot Brewing Company (PBC)**

- A. Requested Funds - \$100,000
- B. Project Description – To purchase brewhouse equipment, including fermenter, lagering tanks, pumps, and hoses. This is for a new business in Lander of a traditional craft brewery and tap room.
- C. New Markets – Development and sale of new beer. Distribution will be through “beer shares” subscription model, the tap room on premises, and keg sales to restaurant/bars in Fremont County. PBC will offer more and different food service operations from both food trucks and on-site walk-up kitchens for use by established or new entrants in the food service market.
- D. Lander Economic Benefit –
  1. Additional sales from new business.
  2. Initial hiring of 4 part-time employees, or 2 FTE’s. Potential growth to 4-5 FTE’s.
  3. Providing an incubator location for new entrants into food service.
  4. Fostering additional visitors to Lander based on consumer interest in visiting craft breweries.
- E. Average Cumulative Score – 54
- F. Recommended Funding - \$75,000 (75% of \$100,000 Request)

## **2. Crossing The Threshold, LLC**

- A. Requested Funds - \$27,760
- B. Project Description – Funding to support the pre-production and development phase of a documentary film on returned war veterans to Lander and Fremont County.
- C. New Market – Contribute to the expansion of the film industry in Lander and creating a larger base for future work by others in the industry. Reduce need to fly in/fly out talent by driving more film production to Lander in the growing film industry in WY. Secondly, building a local film industry will support a more varied, creative economy that attracts creative professionals and a more vibrant demographic.
- D. Lander Economic Benefits:
  - 1. 100% of LIFT request will be spent in Lander and Fremont County. Most goes directly to local workers
  - 2. The LIFT request completes funding of the \$56,760 pre-production and development phase. The overall film production budget is approximately \$300,000 to \$375,000, but those additional funds are not yet secured.
- E. Average Cumulative Score – 36
- F. Recommended Funding - \$13,880 (50% of \$27,760 Request)

## **3. Maven**

- A. Requested Funds - \$32,129
- B. Project Description – Maven requires two forklifts to maximize the utilization of vertical space in their new building scheduled to open in March 2023. One is an indoor/outdoor forklift for unloading trucks and for use in the receiving zone and the second narrow-aisle reach truck for use in storage zones and production.
- C. New Markets – Not directly, but materiel handling has been a limiter, and this will allow them to move forward without having the burden of size and weight constraints.
- D. Lander Economic Benefits –
  - 1. One job created with salary gains plus benefits exceeding \$35,000 a year.
  - 2. Increase efficiency in handling materials and will increase inventory and sales throughput.
  - 3. Staff requirement of OSHA certified training will improve workforce development within their staff and Lander community. Minimum of 5 employees will receive certification which is transferrable to other companies as employees transition through the community. Maven will have a certified OSHA Forklift Trainer on staff to aid other area companies requiring certification of employees.
- E. Average Cumulative Score – 34
- F. Recommended Funding - \$16,065 (50% of \$32,129 Request)

**4. Lander Valley Tree Care (LVTC)**

- A. Requested Funds - \$150,000
- B. Project Description – Replacement of aging equipment, specifically a 1991 GMC 3116 HiRanger Bucket Truck with a newer, used model.
- C. New Market – Current bucket truck has a maximum work height of 65'. Newer model will allow a working height of 75". Additional height allows LVTC to work on the biggest/tallest trees in Lander, extend its working season, and operate outside of Lander. Current truck in shop for past 2 weeks waiting for repair to be completed.
- D. Lander Economic Benefits –
  - 1. Allows LVTC to trim and remove tallest and biggest trees in Lander. Reduce property damage from high winds and early snowstorms.
  - 2. Allow LVTC to continue operations of tree care in Lander. This will retain 2 employees and ability to offer additional positions.
  - 3. Trees add to the aesthetic value of Lander and improve home prices.
- E. Average Cumulative Score – 20
- F. Recommended Funding - \$37,500 (25% of \$150,000 request)

**5. Otterspace Electric Vehicle**

- A. Requested Funds - \$72,182
- B. Project Description – Installing a DC “fast electric” electrical vehicle charging station at the Pioneer Museum.
- C. Basis for Ineligibility – Space at Pioneer Museum, necessary for project, has not been finalized by property lease. LIFT Committee recommended to Applicant to submit new request once location secured.

**6. Popo Agie Pickleball (PAPC)**

- A. Requested Funds - \$22,500
- B. Project Description – Resurfacing and painting the existing, aging tennis courts at Lander Valley High School (LVHS) for pickleball courts. Also installing overhead lights and windscreens.
- C. Basis for Ineligibility – LVHS has not provided a long-term lease/use of property to be improved by PAPC. LIFT Committee recommended to Applicant to submit new request once location secured and consider applying for grant from Parks & Recreation.

**7. Rising Star Gymnastics**

- A. Requested Funds - \$100,000
- B. Project Description – Applicant needs expansion and identified bigger facility. With this new location, Rising Star needs to improve the building by adding bathrooms, a

party room and installing indoor turf. In addition, Rising Star needs to purchase additional equipment for the building.

- C. Basis for Ineligibility – New building location is outside the city limits of Lander, which is a requirement for equipment and property improvement grants from LIFT. LIFT Committee recommended Applicant apply for a MOVE grant from Fremont County that would cover this location.

**8. The Lander, LLC (Garage)**

- A. Requested Funds - \$58,000
- B. Project Description – The Lander, LLC, purchased a garage adjacent to the previously purchased motel in the 600 block of Main St. The renovation of the garage will improve attractiveness of the site to motel guests, add needed motel parking, and repurpose the garage for food and beverage business options.
- C. Basis for Ineligibility – The Applicant previously received a LIFT grant in June 2022 for the motel improvements. LIFT application indicate that applicants are eligible for only one award per fiscal year. LIFT Committee has recommended to Applicant to apply for subsequent grant after the one-year period has elapsed.



# LIFT COMMITTEE

## Summary of Award Recommendations to LEDA

### FY 2022-23 - First Quarter

APPLICANT	TOTAL COST of PROJECT	FUNDING REQUEST	MINIMUM NEED	RAW SCORE	AVERAGE SCORE	MATRIX SCORE	
						%	AWARD
1 PUSHROOT BREWING CO.	\$300,000	\$100,000	\$50,000	324	54	75%	\$75,000
2 CROSSING THE THRESHOLD	\$57,760	\$27,760	\$10,000	215	36	50%	\$13,880
3 MAVEN	\$64,258	\$32,129	\$15,000	203	34	50%	\$16,065
4 LANDER VALLEY TREE CENTER	\$200,000	\$150,000	\$90,000	119	20	25%	\$37,500
5 OTTERSPLACE ELECTRIC VEHICLE	\$144,363	\$72,182	\$26,625	Not Scored - See Note 1			\$0
6 POPO AGIE PICKLEBALL	\$50,000	\$22,500	\$10,000	Not Scored - See Note 1			\$0
7 RISING STAR GYMNASTICS	\$100,000	\$100,000	\$70,000	Not Scored - See Note 2			\$0
8 THE LANDER GARAGE	\$620,000	\$58,000	\$38,000	Not Scored - See Note 3			\$0
TOTAL	\$1,536,381	\$562,571					\$142,445

Note 1 - Not Eligible because Applicant does not own, or secured lease of, location required for site of Grant project use.

Note 2 - Not Eligible because site location for grant use was not within City of Lander.

Note 3 - Not Eligible because Applicant had received LIFT Grant within past 12 months.

LIFT SCORING MATRIX		
AVERAGE SCORE		AWARD
56	to 70	100%
42	to 55	75%
28	to 41	50%
14	to 27	25%
0	to 13	0%

**LANDER MUNICIPAL AIRPORT**  
**HANGAR SPACE LAND LEASE AGREEMENT**

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 13th day of December, 2022, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Lessor", and J. Brent & Gina D. Wilson Trust Dated 8/24/21, whose address is 1525 North Second Street, Lander Wy 82520, hereinafter referred to as "Lessee".

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property known as Hunt Field Airport, hereinafter "Airport", located in the City of Lander, Fremont County, Wyoming; and

WHEREAS, the City of Lander has determined that it is in the City's best interest to enter into this Lease; and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of Airport property for the purpose of parking privately owned aircraft and for hangar space upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the following mutually agreed upon terms, covenants and agreements to be kept and performed by Lessee and Lessor, the parties hereto do mutually agree and covenant as follows:

1. RECITALS. The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. PREMISES. Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 601 consisting of approximately 1848 square feet (42 x 44), Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to its condition or fitness for a particular purpose.
3. PRIMARY PURPOSE. This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. TERM. Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (15) years commencing on the 1st day of January 2023 and terminating on the 31st day of December, 2037, unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew this lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease with the same term and provision for renewal provided in this lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. RENTAL FEE. Lessee shall pay to Lessor \$0.151 for the first (1<sup>st</sup>) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10<sup>th</sup> day of January each year. The annual rental for the first year of this Lease shall be \$0.151 per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1<sup>st</sup>, then the first year shall be prorated on a daily basis. The rental fee,

after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15<sup>th</sup> of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 601:

Plane Number: N8609X  
Manufacturer: Cessna  
Year/Make/Model: 1961 180D  
Registered Owner(s): J. Brent and Gina D. Wilson Trust  
Address of Lessee: 1525 North 2<sup>nd</sup> Street, Lander WY 82520  
Business Phone of Lessee: \_\_\_\_\_  
Home Phone of Lessee: 405-249-8833  
Cell Phone of Lessee: 307-321-8945

Lessee shall notify Lessor in writing of any changes in aircraft(s) ownership or other information listed above within twenty (20) days of the change.

7. ACCESS CODES. Airport access codes are not to be given out to the general public by either party.
8. CONDITION OF PREMISES. Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
9. PERMITTED USES OF PREMISES. The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, and the storage of operable aircraft and a plane that has a high probability of being placed back in flying condition, and necessary aircraft parts, paraphernalia and accessories.

Routine owner aircraft maintenance and care are allowed.

Temporarily, a vehicle may be parked in a hangar while the aircraft is away from the airport, but the vehicle must be removed upon return of the aircraft.

Lessee's guests, agents or employees of Lessee are not permitted to park their motor vehicles in or around the outside of the hangar or on the leased premises or on other airport property, except when the aircraft is being used, maintained or repaired.

Lessee is entitled to store an ATV in the hangar for use in the movement of the aircraft and snow removal.

Lessee shall not cause, maintain or permit any storage of vehicles, equipment or other personal items of Lessee on or about the leased premises, except entirely within Lessee's hangar.

At least one (1) aircraft must be housed or based in Lessee's hangar.

Lessee agrees that all personal property described above that is stored in the leased premises is stored at the sole risk of Lessee, and Lessor shall not be responsible for any damage or injury to said personal property of Lessee.

10. PROHIBITED USES. Lessee expressly agrees:

- A. No residential use of any kind shall be permitted in any hangar or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive on the airport property where collisions could occur or interfere with movement of aircraft.

11. CONSTRUCTION OF NEW HANGARS. Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to city building codes including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

Hangars will be constructed of materials conducive to extended life and having characteristics of low maintenance and attractive appearance. Painted exterior

colors shall be approved by the Airport Board. All hangars shall be completely enclosed and all doors shall remain closed during periods of inactivity.

12. ALTERATIONS OF EXISTING HANGARS. The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the prior written recommendation of the airport board and then the written consent of the Lessor, and then only in strict compliance with all applicable regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alternations.
13. INSURANCE AND INDEMNIFICATION. Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, the Airport Board members, employees and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above.
14. UTILITIES. Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
15. SNOW REMOVAL. The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.
16. WEEDS/GRASS/DEBRIS AND PROPERTY. Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off airport site.
17. INSPECTION. Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives

shall have an unrestrictive right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.

18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER  
240 Lincoln Street  
Lander, WY 82520

All notices to the Lessee shall be sent to:

Brent and Gina Wilson, 1525 North 2<sup>nd</sup> Street, Lander, WY 82520

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19. NON-ASSIGNMENT. Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days or in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
20. ENVIRONMENTAL. Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
21. TAXES. Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.
22. BREACH – OTHER THAN NON-PAYMENT OF MONEY. If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:
- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.

- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
- (1) Notice. Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
  - (2) Termination. If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.

23. DEFAULT AND TERMINATION.

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition"

means that the hangar foundation, floor or apron should be left in-place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.

- E. This Agreement may also be terminated upon mutual written agreement by the parties.
  - F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. LOSS OR DESTRUCTION. In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. ADDITIONAL COVENANTS.
- A. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
  - B. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
  - C. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
  - D. NON-DISCRIMINATION.
    - (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
    - (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color,



national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.

- (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.

E. REQUIREMENTS OF THE UNITED STATES.

- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
- (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.
- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
- (4) Lessee shall observe faithfully all rules and regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.

F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.

- G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. ENTIRE AGREEMENT. This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

By signing below the parties agree to the above terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

LESSOR:  
THE CITY OF LANDER

LESSEE(S):

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
J. Brent Wilson

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Gina D. Wilson

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF FREMONT    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, the Mayor, and \_\_\_\_\_, the City Clerk, of Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.  
(SEAL)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by before me personally appeared J. Brent and Gina D. Wilson, of Lessee, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

Witness my hand and official seal.  
(SEAL)

My commission expires: \_\_\_\_\_  
Notary Public

**FY2023**  
**Transportation Alternatives Program**  
**SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**WYOMING DEPARTMENT OF TRANSPORTATION**  
**AND THE**  
**CITY OF LANDER**

**Federal Award Information - Required by 2 CFR § 200.332**

<b>Subrecipient Name:</b> City of Lander	<b>Subrecipient SAM UEI:</b> J4WELFKSSKJ4
<b>Federal Award Identification Number (FAIN):</b> To be provided via agreement update letter	<b>Federal Award Date:</b> To be provided via agreement update letter
<b>Period of Performance Start and End Date:</b> Term Start Date through December 31, 2025	<b>Budget Period Start and End Date:</b> Term Start Date through September 30, 2025
<b>Federal Award this Agreement:</b> \$180,980.00	<b>Total Federal Award to Subrecipient:</b> \$180,980.00
<b>Total Federal Award:</b> \$200,000.00	
<b>Awarding Federal Agency:</b> Federal Highway Administration	<b>Federal Highway Administration:</b> Wyoming Division Office <b>Telephone:</b> (307) 772-2101 <b>Email:</b> <a href="mailto:HDAWY@dot.gov">HDAWY@dot.gov</a>
<b>Pass-through Agency:</b> Wyoming Department of Transportation (WYDOT)	<b>WYDOT Program Mgr.:</b> Sam Brackett <b>Telephone:</b> 307-777-4179 <b>Email:</b> <a href="mailto:samuel.brackett@wyo.gov">samuel.brackett@wyo.gov</a>
<b>Subrecipient Contact:</b> RaJean Fossen <b>Phone:</b> 307-332-2870 <b>Email:</b> <a href="mailto:rsfossen@landerwyoming.org">rsfossen@landerwyoming.org</a>	<b>WYDOT Contact for Confirmation of Funds:</b> <b>Telephone:</b> (307) 777-4434 <b>Email:</b> <a href="mailto:dotrevenue@wyo.gov">dotrevenue@wyo.gov</a>
<b>Assistance Listing No.:</b> 20.205	<b>Assistance Listing Title:</b> Highway Planning and Construction
<b>Research and Development:</b> No	<b>Indirect Cost Rate (ICAP):</b> N/A
<b>Project Name:</b> Popo Agie River Park Pathway	<b>Recipient County:</b> Fremont
<b>Agreement No.:</b> CD 0.00 CD23514	<b>Project No.:</b> CD23514

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Lander (Subrecipient), whose address is: 240 Lincoln Street, Lander, Wyoming 82520.
- 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 13, 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 City of Lander will be designing a six (6) foot wide, eleven thousand eighty-eight (11088) foot multi-use asphalt pathway 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](http://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](http://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 two (2) pages; 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:**

**City of Lander:**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(SEAL)

**ATTEST:**

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

By: \_\_\_\_\_  
Caitlin Casner, Secretary

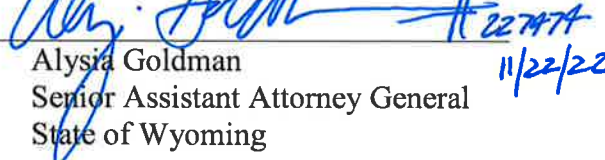
By: \_\_\_\_\_  
Keith R. Fulton, P.E., Assistant Chief  
Engineer - Planning and Engineering

Transportation Commission of Wyoming

(SEAL)

\_\_\_\_\_  
Date

Approved as to form:

By:  # 227474  
Alysia Goldman  
Senior Assistant Attorney General  
State of Wyoming  
11/22/22

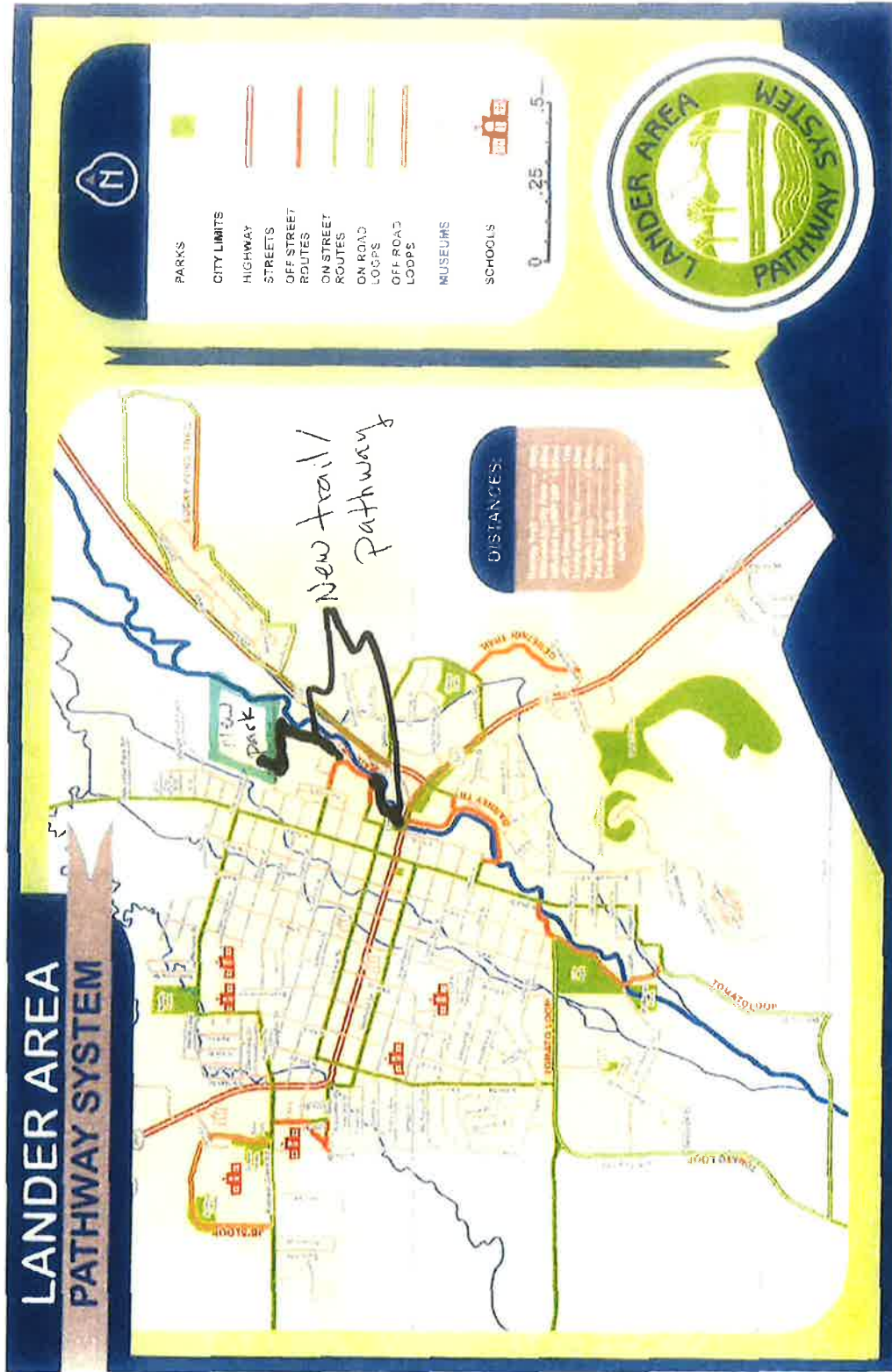
Date agreement prepared: November 7, 2022



**Project Description:**

The City of Lander will be designing a six (6) to eight (8) foot wide, eleven thousand eighty-eight (11088) foot multi-use asphalt pathway. The pathway will be located from the intersection of 1<sup>st</sup> Street and Main (HWY 287/789) North in the abandoned RR ROW for 200 LF and then north generally following the Middle Fork Popo Agie River to Popo Agie River Park (200 Poor Farm Road).

**Figure 27. Current LAPS Map**





Fremont County, Wyoming, MapServer

4/14/22 1:34 PM



Proposed location  
ie. River Park  
at highway

at highway

\$1,200,000

1000 ft

<https://maps.greenwoodmap.com/fremontwy/map?z=7> 153874454570418/1979037 0607565318851718 826170965284ys=publicland.chlex.cwrcen p.roads



## 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 journeyman 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 subknowledge, 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 longstanding 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.

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## **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.

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**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.

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**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.

**FY2023**  
**Transportation Alternatives Program**  
**SUBRECIPIENT AGREEMENT**  
**BETWEEN THE**  
**WYOMING DEPARTMENT OF TRANSPORTATION**  
**AND THE**  
**CITY OF LANDER**

**Federal Award Information - Required by 2 CFR § 200.332**

<b>Subrecipient Name:</b> City of Lander	<b>Subrecipient SAM UEI:</b> J4WELFKSSKJ3
<b>Federal Award Identification Number (FAIN):</b> To be provided via agreement update letter	<b>Federal Award Date:</b> To be provided via agreement update letter
<b>Period of Performance Start and End Date:</b> Term Start Date through December 31, 2025	<b>Budget Period Start and End Date:</b> Term Start Date through September 30, 2025
<b>Federal Award this Agreement:</b> \$1,131,125.00	<b>Total Federal Award to Subrecipient:</b> \$1,131,125.00
<b>Total Federal Award:</b> \$1,250,000.00	
<b>Awarding Federal Agency:</b> Federal Highway Administration	<b>Federal Highway Administration:</b> Wyoming Division Office <b>Telephone:</b> (307) 772-2101 <b>Email:</b> <a href="mailto:HDAWY@dot.gov">HDAWY@dot.gov</a>
<b>Pass-through Agency:</b> Wyoming Department of Transportation (WYDOT)	<b>WYDOT Program Mgr.:</b> Sam Brackett <b>Telephone:</b> 307-777-4179 <b>Email:</b> <a href="mailto:samuel.brackett@wyo.gov">samuel.brackett@wyo.gov</a>
<b>Subrecipient Contact:</b> RaJean Fossen <b>Phone:</b> 307-332-2870 <b>Email:</b> <a href="mailto:rsfossen@landerwyoming.org">rsfossen@landerwyoming.org</a>	<b>WYDOT Contact for Confirmation of Funds:</b> <b>Telephone:</b> (307) 777-4434 <b>Email:</b> <a href="mailto:dotrevenue@wyo.gov">dotrevenue@wyo.gov</a>
<b>Assistance Listing No.:</b> 20.205	<b>Assistance Listing Title:</b> Highway Planning and Construction
<b>Research and Development:</b> No	<b>Indirect Cost Rate (ICAP):</b> N/A
<b>Project Name:</b> Baldwin Creek, South 9th Complete Street	<b>Recipient County:</b> Fremont
<b>Agreement No.:</b> CD 0.00 CD23513	<b>Project No.:</b> CD23513

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Lander (Subrecipient), whose address is: 240 Lincoln Street, Lander, Wyoming 82520.



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 13, 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 City of Lander will be constructing a five (5) to eight (8) foot wide, eleven thousand six hundred sixteen (11616) foot concrete sidewalk 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:

Transportation Alternatives Program (TAP) Agreement between WYDOT and the City of Lander  
Federal Project CD23513, Baldwin Creek, South 9th Complete Street Project in Fremont County  
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- (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





**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 million one hundred thirty-one thousand one hundred twenty-five dollars (\$1,131,125.00). 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 one million two hundred fifty thousand dollars (\$1,250,000.00) (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.fsrs.gov](http://www.fsrs.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](http://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 two 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:**

**City of Lander:**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(SEAL)

**ATTEST:**

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

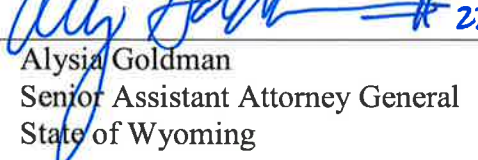
By: \_\_\_\_\_  
Caitlin Casner, Secretary  
Transportation Commission of Wyoming

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

(SEAL)

\_\_\_\_\_  
Date

Approved as to form

By:  # 227473  
Alysia Goldman  
Senior Assistant Attorney General  
State of Wyoming  
11/22/22

Date agreement prepared: November 7, 2022



**Project Description:**

The City of Lander will be constructing a five (5) to eight (8) foot wide, eleven thousand six hundred sixteen (11616) foot concrete sidewalk. The sidewalk will be located in various locations: Baldwin creek Road from Main to City Limits, Smith Street to Academic Way, South 9<sup>th</sup> from Academic Way to Fremont Street.



**Figure 13. Baldwin Creek Elementary School—Identified Issues**



April 2020





## 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 longstanding 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.

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## **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.

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**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.

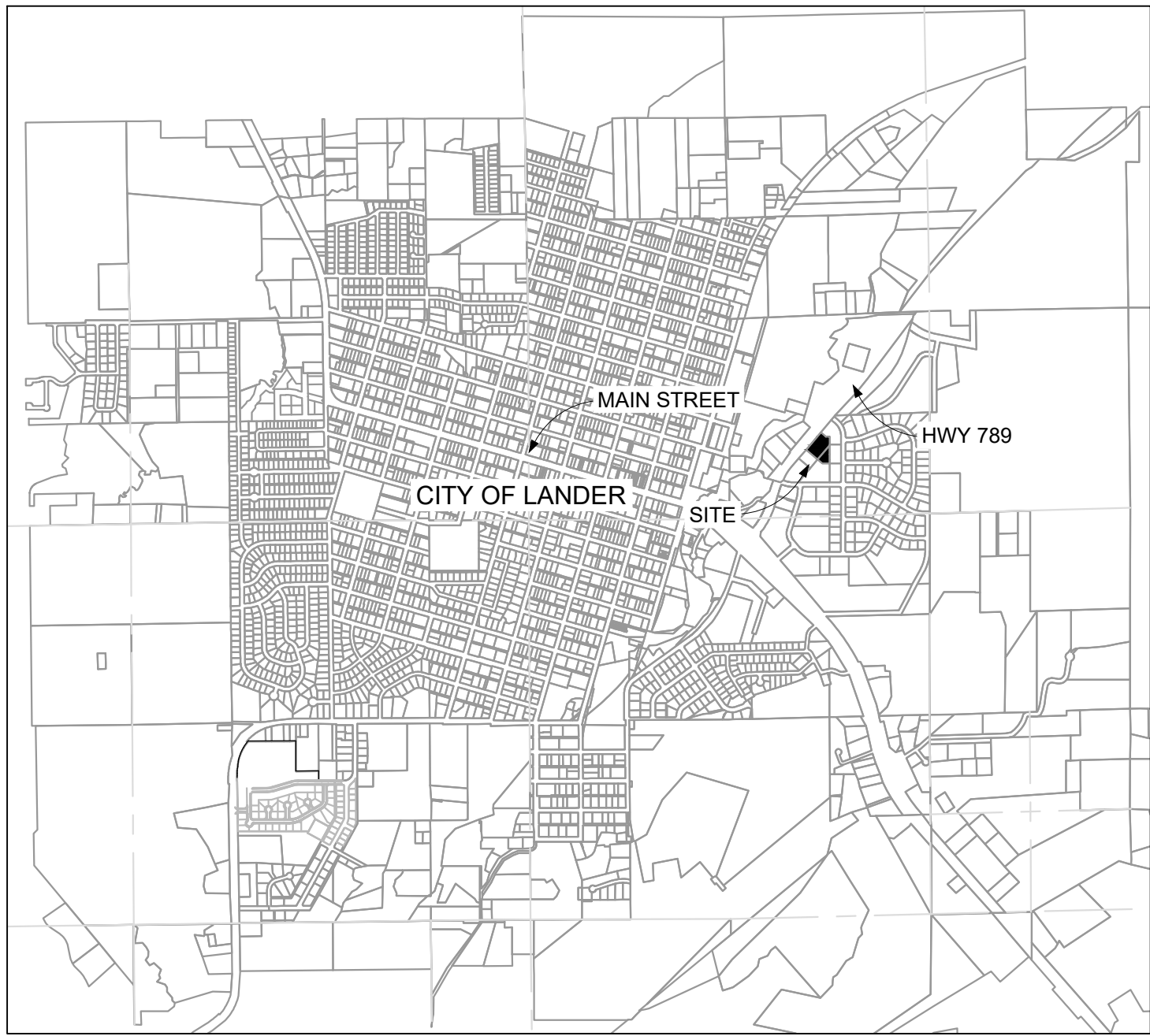
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

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.





VICINITY MAP  
SCALE: 1" = 2000'

LEGEND:

- Set Property Corner - 2" Aluminum Cap on a 5/8" x 24" rebar marked ..... ○  
PELS 10052  
Set Property Corner - Magnetic nail & washer ..... ○  
Found 1-1/2" Aluminum Cap PELS 5011 ..... ●  
Electric Meter ..... [Symbol]  
Gas Valve ..... [Symbol]  
Power pole ..... [Symbol]  
Subdivision Boundary ..... [Symbol]  
Utility Easements ..... [Symbol]  
Setback Lines ..... [Symbol]  
Concrete walks, driveways, structures ..... [Symbol]  
Fence lines ..... [Symbol]  
Water lines ..... [Symbol]  
Sewer lines ..... [Symbol]  
Overhead Power ..... [Symbol]  
Gas Line ..... [Symbol]

RE-PLAT INFORMATION:

2 LOTS - 81,156 SF (1.86 AC.)  
ZONE COMMERCIAL

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this \_\_\_\_ day of \_\_\_\_ 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed for record on the Office of the Clerk and Recorder at \_\_\_\_ o'clock \_\_\_\_, on the \_\_\_\_ day of \_\_\_\_, 2022 and is duly recorded in Plat Cabinet \_\_\_\_, Page \_\_\_\_, No \_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this \_\_\_\_ day of \_\_\_\_ 2022.

\_\_\_\_\_  
Chairman

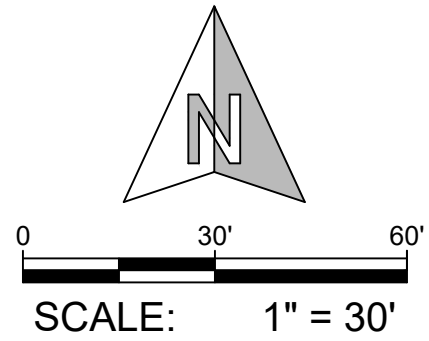
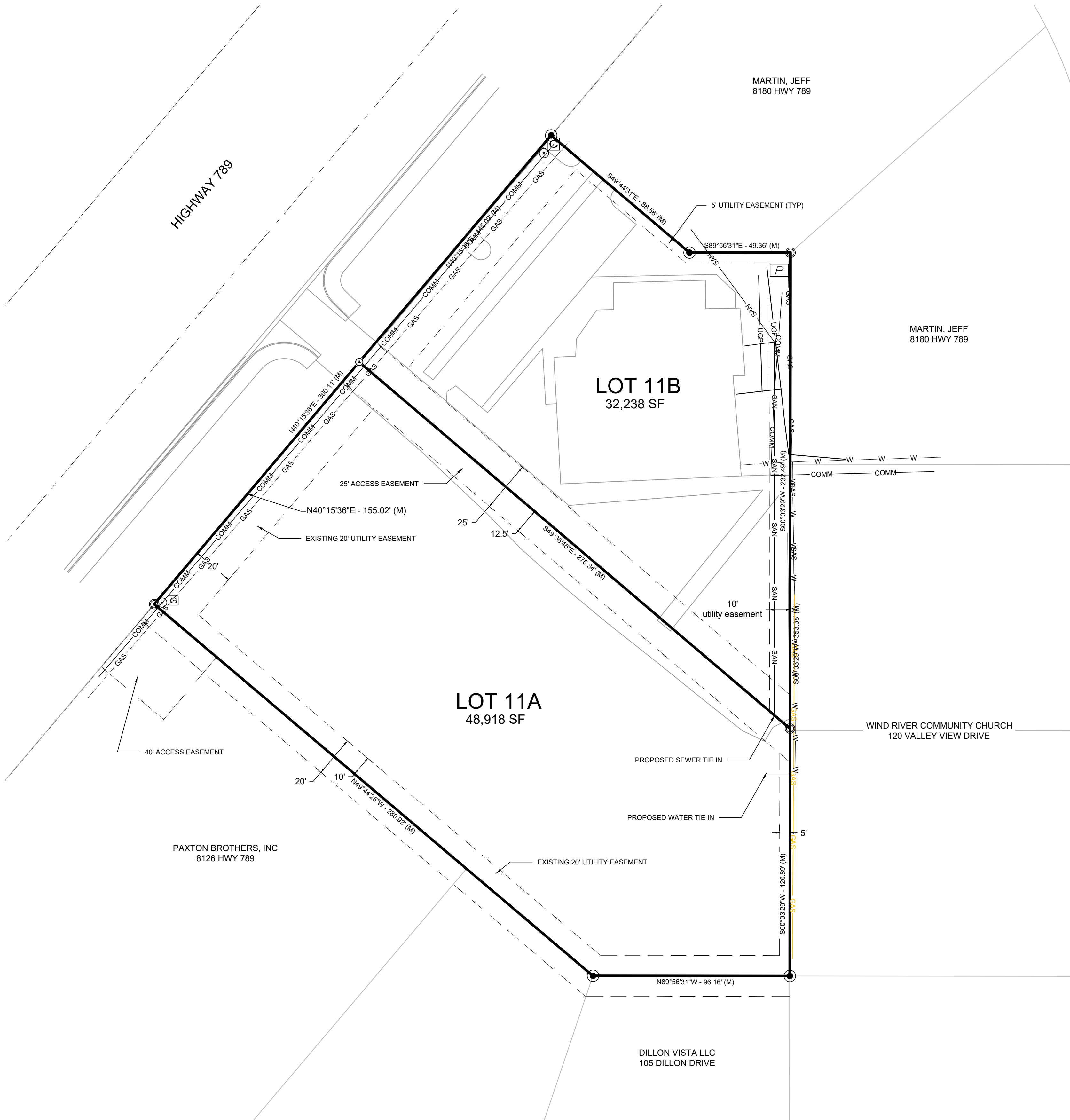
CITY ENGINEER CERTIFICATE:

Data on this plat approved by the City Of Lander Engineer on this \_\_\_\_ day of \_\_\_\_ 2022.

\_\_\_\_\_  
City Engineer

DILLON VISTA SUBDIVISION  
TO THE  
CITY OF LANDER  
BLOCK 1, LOT 11  
RE-PLAT

W1/2, SECTION 17, T33N, R99W, 6th PM  
FREMONT COUNTY, WY  
FOR AGENCY REVIEW



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that:

P & K DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY, being the owners of lands described in Document 2001-1221668, Document 2003-1238483, & Document 2004-1253633, more particularly described as follows:

Lots 11, Block 1, Dillon Vista Subdivision, to the City of Lander, Fremont County, Wyoming, as recorded August 7th, 1978 in Drawer 2, Page 68-69.

As it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be re-platted into lots as shown and designated the same to be henceforth known as Re-plat of Dillon Vista Subdivision, Block 1, Lot 11, to the City of Lander, Fremont County, Wyoming

and do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

Utility easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now and hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

EXECUTED this \_\_\_\_ day of \_\_\_\_, 2022

BRENT KAUFMAN (AGENT)

P & K DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY

STATE OF WYOMING }  
COUNTY OF FREMONT } SS.

The foregoing dedication was acknowledged before me by BRENT KAUFMAN (MEMBER) P & K DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY, this

\_\_\_\_ day of \_\_\_\_, 2022.

By: \_\_\_\_\_

Witness my hand and official seal

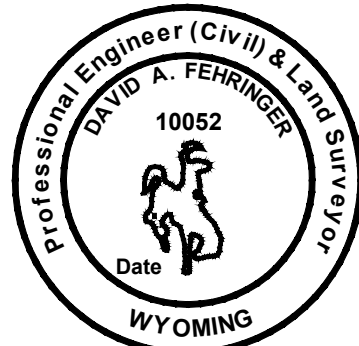
My commission expires \_\_\_\_\_

NOTES:

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- Bearings and distances shown on this plat as measured are designated as (M). Record bearings and distance are designated with (R)
- Twenty foot (20') powerline easement as shown on the original Dillon Vista plat has been vacated.

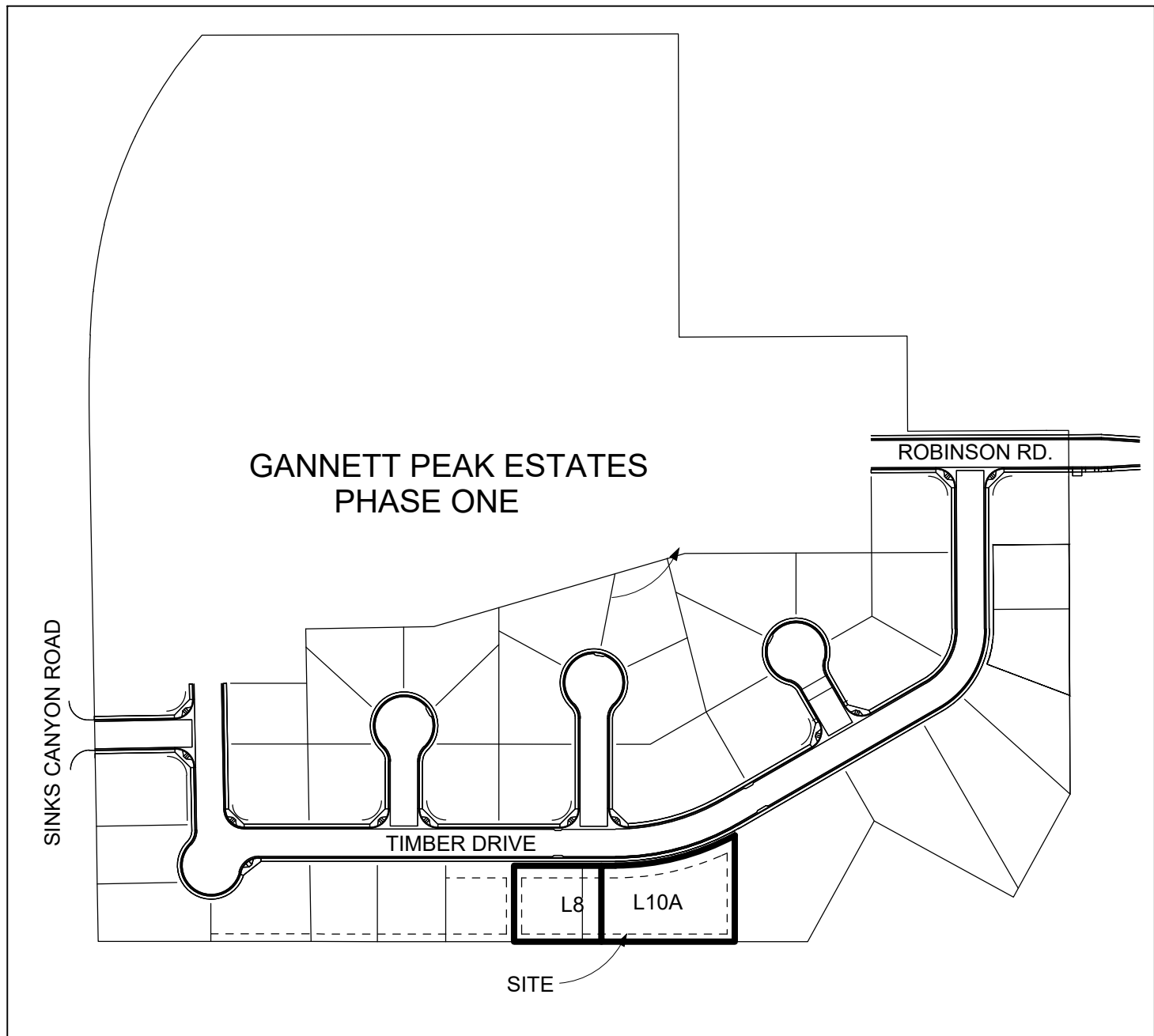
CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the Re-plat of Dillon Vista Subdivision, Block 1, Lot 11, to the City of Lander, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.





C:\FES\2022 PROJECTS\22-052\_KELLOGG\_GANNETT PEAK\DWG\GANNETT LOT 10-11 KELLOGG.dwg  
SAVED DATE: 2022-11-23 15:06 USER: fes



VICINITY MAP  
SCALE: 1" = 200'

LEGEND:

- Set Property Corner - 2" Aluminum Cap on a 5/8" x 24' rebar marked PELS 10052  
Found Property Corner - 2" Aluminum Cap PELS 10052  
Found 1-1/2" Aluminum Cap PELS 5011  
Electric Meter  
Gas Valve  
Power pole  
Subdivision Boundary  
Utility Easements  
Setback Lines  
Concrete walks, driveways, structures  
Fence lines  
Water lines  
Sewer lines

RE-PLAT INFORMATION:

2 LOTS - 31,090 SF (0.71 AC.)  
ZONE R2

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this \_\_\_\_ day of \_\_\_\_ 2022.

Mayor

City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed for record on the Office of the Clerk and Recorder at \_\_\_\_ o'clock \_\_\_\_, on the \_\_\_\_ day of \_\_\_\_, 2022 and is duly recorded in Plat Cabinet \_\_\_\_, Page \_\_\_\_, No \_\_\_\_

Clerk

Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this \_\_\_\_ day of \_\_\_\_ 2022.

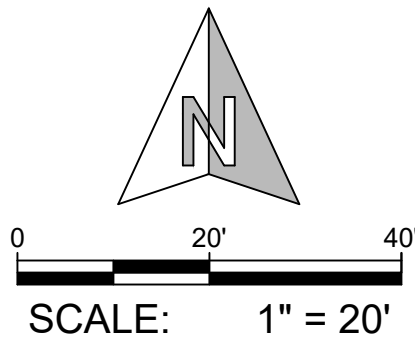
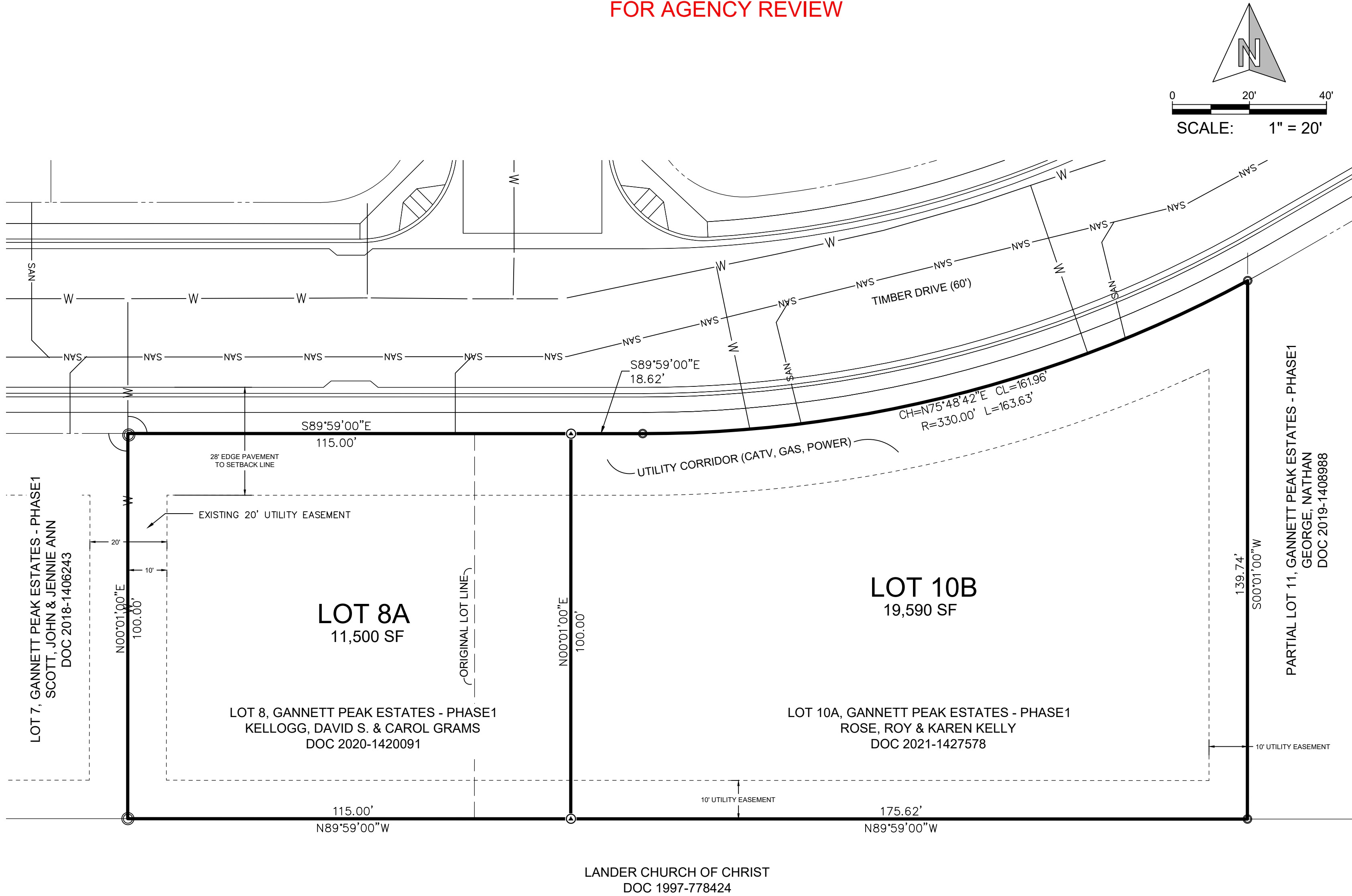
Chairman

CITY ENGINEER CERTIFICATE:

Data on this plat approved by the City Of Lander Engineer on this \_\_\_\_ day of \_\_\_\_ 2022.

City Engineer

GANNETT PEAK ESTATES - PHASE 1  
LOTS 8 & 10A REPLAT  
SECTION 24, T33N, R100W, 6th PM  
CITY OF LANDER, WY  
FOR AGENCY REVIEW

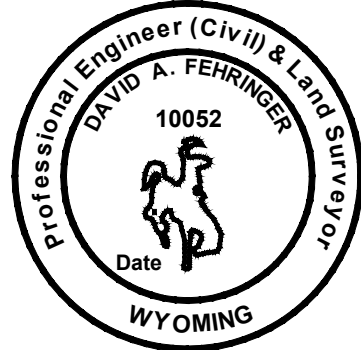


NOTES:

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- Bearings and distances shown on this plat as measured are designated as (M). Record bearings and distance are designated with (R).
- The Gannett Peak Estates Phase 1 plat references a twenty foot (20') water line easement doc. 2006-1283539 along the south line of the subdivision. This water line easement was abandoned and a new ten foot (10') utility easement will be recorded in conjunction with this plat.

CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the Re-plat of Gannett Peak Estates, Phase I, Lots 8 & 10A, to the City of Lander, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that:

ROY ROSE and KAREN KELLY ROSE, being the owners of lands described in Document 2021-1427578, being more particularly described as follows:

Lot 10A, Gannett Peak Estates, Phase I, to the City of Lander, Fremont County, Wyoming, as recorded May 17, 2021.

-AND-

DAVID S. KELLOGG and CAROL A. GRAMS KELLOGG, being the owners of lands described in Document 2020-1420091, being more particularly described as follows:

Lot 8, Gannett Peak Estates, Phase I, to the City of Lander, Fremont County, Wyoming, as recorded May 19th, 2014 in Plat Cabinet 8, Page 111, Document 2014-1371639, more particularly described as follows:

Beginning at the Southwest Corner of Lot 8 on the South boundary of said Gannett Peak Estates, thence proceed N00°01'00"E, a distance of 100.00 feet to a point being the Northwest Corner of Lot 8;

Thence S89°59'00"E, a distance of 133.62 feet to a point that begins a curve to the left; Thence along said curve to the left having an arc length of 163.63 feet with a radius of 330.00 feet, a chord length of 161.96 feet and a chord bearing of N75°48'42"E, to a point being the Northeast Corner of Lot 10A;

Thence S00°01'00"W, a distance of 139.74 feet to the Southeast Corner of Lot 10A being a point on the southerly boundary of said Gannett Peak Estates;

Thence N89°59'00"W, a distance of 290.62 feet to the Point of Beginning.

As it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be re-platted into lots as shown and designated the same to be henceforth known as Re-plat of Gannett Peak Estates, Phase I, Lots 8 & 10A, to the City of Lander, Fremont County, Wyoming.

And do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

Utility easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now and hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

EXECUTED this \_\_\_\_ day of \_\_\_\_, 2022

ROY ROSE (owner)

KAREN KELLY ROSE (owner)

STATE OF WYOMING )  
COUNTY OF FREMONT ) SS.

The foregoing dedication was acknowledged before me by ROY ROSE and KAREN KELLY ROSE, this

\_\_\_\_ day of \_\_\_\_, 2022.

By: \_\_\_\_\_

Witness my hand and official seal

My commission expires \_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_, 2022

DAVID S. KELLOGG (owner)

CAROL A. GRAMS KELLOGG (owner)

STATE OF WYOMING )  
COUNTY OF FREMONT ) SS.

The foregoing dedication was acknowledged before me by DAVID S. KELLOGG and DAVID A. GRAMS KELLOGG, this

\_\_\_\_ day of \_\_\_\_, 2022.

By: \_\_\_\_\_

Witness my hand and official seal

My commission expires \_\_\_\_\_

**WORK ORDER 22-01**  
**HUNT FIELD AIRPORT (LND)**  
**LANDER, WYOMING**  
**LND – 2023 PAVEMENT MAINTENANCE PROJECT**

This Work Order shall be attached to, made a part of, and incorporated by reference into the Five-Year Generalized Engineering Agreement between the City of Lander and T-O Engineers, Inc., dated February 22<sup>st</sup>, 2021.

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## **SCOPE OF WORK**

The Scope of Work for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

## **FEES**

Fees for services provided under this Work Order will be determined and billed on a Lump Sum, Time and Expense and Cost plus a Fixed Fee basis as follows:

• <b>Tasks 1-3 &amp; 7 (Lump Sum)</b>	<b>\$21,355.65</b>
• <b><u>Tasks 4-6 (Time and Expense)</u></b>	<b><u>\$20,081.40</u></b>
• <b>Total Fee:</b>	<b>\$41,437.05</b>

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated November 4<sup>th</sup>, 2022 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 22-01 to the AGREEMENT the day and year first above written.

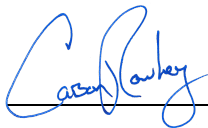
FOR: City of Lander,

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR: T-O ENGINEERS, INC.



By: Carson Rowley

Title: Project Manager

Date: 11/21/2022

**PROJECT SCOPE OF WORK  
FOR  
HUNT FIELD AIRPORT (LANDER, WY)  
LND - 2023 PAVEMENT MAINTENANCE PROJECT**

**State Aeronautics Project No. ALN004A**

**PROJECT BUDGET**

The total funding for this project is \$225,000. This total is comprised of \$202,500 from State Aeronautics Project No. ALN004A at a 90% match, and Sponsor funding of \$22,500 at a 10% match.

**PROJECT SKETCH**



**GENERAL PROJECT DESCRIPTION**

The project is part of the group seal coat and mark projects, which is bid by WYDOT Aeronautics. The project will include seal coat and mark of airside pavements not identified for reconstruction. Work items may include but are not limited to seal coat application and new paint markings. It is anticipated that the Engineer will have 2 submittals to WYDOT Aeronautics. The first submittal will include "100%" Plans, Specifications, and Contract Documents. The second submittal will address any comments from WYDOT Aeronautics and will include "Final Draft" Plans, Specifications, and Contract Documents. WYDOT Aeronautics will be responsible for collating and bidding the project. WYDOT Aeronautics will complete any CATEx work.

**PART 1: BASIC SERVICES**

The following work items are required to accomplish the Sponsor's and funding agency's needed engineering tasks:

**1.0 PRE DESIGN PHASE**

**1.1 Pre-Design Meeting**

The Engineer will hold a Preliminary meeting with the Sponsor as necessary for project formulation. The meeting will be conducted to provide the Sponsor the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The Engineer will prepare and distribute minutes of the meeting to appropriate parties. One meeting is anticipated via teleconference.

### **1.2 Scope of Work**

The Engineer will prepare the scope of work (this document) for Engineering/Professional Services Contract. It is anticipated that clarifying revisions will be necessary following review by the Sponsor and State Aeronautics. The Engineer will prepare any revisions and distribute the final Scope of Work to appropriate parties.

### **1.3 Preliminary Estimating**

The Engineer will prepare a preliminary construction cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. These will be based upon the most current information available during this phase. This estimate will also be used to set the project limits of access road and landside pavement that may be considered for seal coat.

### **1.4 Draft Engineering Contract**

The Engineer will draft the Engineering Contract for Sponsor's review and approval. This document is anticipated to be approximately 25 pages in length including appendices.

### **1.5 BlackCat Database Management**

Engineer will upload (or assist sponsor when applicable) design submittals and other relevant documents to the WYDOT BlackCat Aviation Database.

### **1.6 Periodic Project Updates**

The Engineer will prepare biweekly correspondence capturing progress and identifying and coordinating upcoming work items. This correspondence will be issued via email to the Sponsor and State Aeronautics. 3 Project Updates are anticipated from Phase 1.0 Pre Design Phase through 2.0 Design Phase. Periodic Project Updates will be replaced by Weekly Construction Reports after 2.0 Design Phase.

## **2.0 DESIGN PHASE**

### **2.1 Prepare Requests for Reimbursement - Design**

The Engineer will issue monthly invoices for services rendered. The Engineer will prepare Request for Reimbursement for eligible expenses incurred from 1.0 Pre Design Phase through 3.0 Bidding Phase. The Engineer will submit the completed Request for Reimbursement along with appropriate supporting documentation to the Sponsor's representative for review and approval. Upon approval the Engineer or the Sponsor will submit the completed forms and supporting documentation to the appropriate agencies for reimbursement. It is estimated there will be 1 RFR's for expenses incurred from 1.0 Pre Design Phase through 3.0 Bidding Phase. The grant will not be issued until bids are opened.

### **2.2 Collect Topographic Survey Data**

Engineers will coordinate with the sponsor to facilitate the engineer's in-house surveyor accessing the project location to collect Topographic Survey Data necessary to calculate project quantities and prepare construction plans. It is assumed that the pertinent data will be collected in one trip and approximately 3 hours on-site. The collected data will be reviewed by survey lead, processed, and prepared for use with computer generated plans for construction.

### **2.3 Review and Evaluate Existing Data & Topographic Survey Data**

The Engineer will compile the existing data prepared for previous projects at the airport and topographic survey data that will be useful in the design of the project. The existing data may include airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, 2015 Design Standards Inventory, and aerial photographs. If necessary, the Engineer may verify data gathered with the assistance of local utility companies and/or local airport officials. The Engineer will utilize the pertinent data and information as

appropriate to prepare worksheets to facilitate the development of the project. The Engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project. It is anticipated the engineer will make 1 site visit to confirm pavement maintenance design and existing data accuracy.

#### **2.4 Packaging & Design Phase**

The Engineer will prepare plans depicting the proposed project. The following estimated list of drawings will be used as a guideline based upon experience with previous, similar projects. New drawings identified in the following table will be created in their entirety, as necessary, to complete the project packaging phase.

<b>Title</b>	<b>Description</b>	<b># of Sheets</b>
Cover Sheet	Project title, project/grant numbers, funding agencies, base layout of airport, and location of project.	1
Index to Drawings & General Notes	Lists all drawings general notes and legends where applicable.	1
General Plan	Depicts overall airport layout and schematically identifies key project elements.	1
Construction Safety Phasing Plan	Depicts barricading, marking, operating procedures, contractor access, storage, staging areas, etc. Includes notes on project safety and coordination to maintain airfield operational capabilities, ensure safe operations, and ensure safe construction traffic throughout construction.	2
Pavement Maintenance Plan	Depicts extents of pavement maintenance.	2-3
Pavement Marking Plan & Details	Depicts the striping layout for the runway, connectors, taxiway, and aprons. Includes any necessary pavement striping details.	3-5

#### **2.5 Prepare Contract Documents**

The Engineer will prepare the preliminary contract documents including Notice of Award, Notice to Proceed, Notice of Contractor's Final Settlement, Construction Contract Agreement, Performance Bond and Payment Bond. WYDOT Aeronautics will prepare the Notice to Contractors, Instruction to Bidders, Bid Conditions, Bid Proposal, Special Provisions, General Provisions, and Wage Rate Determination. Preparation will include describing the work schedules. The preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review by the Sponsor's Attorney. Any comments or modifications required by the Sponsor will be incorporated.

#### **2.6 Prepare Technical Specifications**

The Engineer will review and mark up standard specifications supplied by WYDOT Aeronautics. Additional specifications may be prepared to address work items or materials not provided by WYDOT. The engineer will coordinate with industry experts to specify a maximum seal coat application rate.

The standard specifications to be utilized include but are not limited to the following:

- Item C-105 Mobilization
- Item P-101 Preparation of Existing Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Marking



**2.7 Prepare FAA Form 7460**

The Engineer will prepare FAA Form 7460 – Notice of Proposed Construction or Alteration in order to have construction activities on the Airport and submit to the FAA.

**2.8 Calculate Estimated Quantities**

The Engineer will calculate all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Updated quantity estimates will be prepared and included with the “Final Draft” Design Review submittal.

**2.9 Prepare Estimate of Probable Construction Cost**

The Engineer will prepare and maintain an estimate of probable construction cost as design progresses. A current cost estimate will be submitted with the “100%” review and “Final Draft” submittal. These estimate updates will be based on quantities derived from project design at the current completion level, information obtained from previous projects, contractors, material suppliers, and other databases available, for each schedule.

**2.10 Conduct Quality Control Review at 100% Complete**

As an integral part of this process, an internal peer review will be conducted as part of the company quality control process. Conducted in the Engineer’s office, another Engineer with equivalent experience will review the overall package to ensure the documents meet the quality requirements of the organization.

**2.11 Final Packaging and Design**

The Engineer will develop the final plans depicting the project. The Engineer will utilize the comments received from State Aeronautics, Sponsor’s Attorney, and Sponsor to make revisions to the preliminary plans.

**2.12 Prepare and Submit Final Plans and Specifications**

A final set of plans, specifications, and contract documents which incorporates all revisions, modifications and corrections determined during the design reviews will be published and distributed to the appropriate parties for their records.

**3.0 BIDDING PHASE**

**3.1 Review Bid Proposals**

The Engineer will conduct a detailed analysis of the bid results provided by WYDOT Aeronautics for completeness and accuracy and will note omissions and discrepancies. An analysis of the bid prices and other documentation provided for the work will be completed. A tabulation of the received bids will be provided by State Aeronautics.

**3.2 Prepare Recommendation of Award.**

The Engineer will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Engineer will supply an explanation for the recommendation and possible alternative actions the Sponsor can pursue to complete the project. Copies of the Engineer’s Recommendation of Award will be provided to State Aeronautics.

**4.0 CONSTRUCTION ADMINISTRATION PHASE**

**4.1 Prepare Construction Contract and Documents**

This task accounts for the Engineer’s in-house efforts during and immediately after the project bid opening. The Engineer will prepare the Notice of Award, Notice to Proceed and Contract Agreements for the Sponsor’s approval and signatures. Appropriate copies will be submitted to the successful Contractor(s) for their signatures. Copies of the Notice of Award and Notice to Proceed will be provided to State Aeronautics. The Engineer will incorporate any Addendum(s) during the bidding

process, the submitted bid documents, and the final contract into the Construction Set of plans and specifications. The Engineer will make 4 hard copies of the construction set to be distributed to the Contractor, Sponsor, and relevant staff. Electronic copies will be distributed to State Aeronautics.

#### **4.2 Office Assistance**

The Engineer will provide general project administration and coordination with in-house accounting staff including review and approval of internal invoices and invoices received from subconsultants and vendors providing services to the Engineer.

Office Engineering staff, CADD personnel, and clerical staff will assist the Resident Project Representative (RPR) as necessary during construction. Specific items to be accomplished include compiling and sending additional information requested from the office to the project site, providing secondary Engineering opinions on issues arising during construction, maintaining project files as necessary (field files are mirrored in the office for continuity).

The Engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Sponsor, State Aeronautics, and other interested parties; disseminating interim project information to the Sponsor, State Aeronautics, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.

#### **4.3 Prepare Periodic Pay Estimates and Request for Reimbursement - Construction**

The Engineer will issue monthly invoices for services rendered. The Engineer will review periodic pay estimates prepared by the RPR during construction. The Engineer will assist with creation of BlackCat submittals for Sponsor reimbursement of eligible expenses incurred from 4.0 Construction Administration Phase through 7.0 Post Construction Coordination Phase. The Engineer will submit the appropriate supporting documentation to the Sponsor's representative for review and approval. Upon approval the Engineer or the Sponsor will submit the completed forms and supporting documentation to the appropriate agencies for reimbursement. It is anticipated there will be five RFR's for expenses incurred from 4.0 Construction Administration Phase through 7.0 Post Construction Coordination Phase.

#### **4.4 Review of Daily and Weekly Reports**

The Engineer will review daily, and weekly status reports prepared by the RPR for the duration of the construction period.

#### **4.5 Review of Material Submittals**

The Engineer will assist the RPR with review of material submittals.

#### **4.6 Review Contractor Payroll Forms**

The Engineer will review Contractor and subcontractor weekly payroll records and compare to WYDOT Wage Rates to ensure compliance as required by the State. It is anticipated the project will result in Certified Payroll submitted from one prime contractor for the duration of construction.

#### **4.7 Change Order/Supplemental Agreement**

The Engineer will prepare change orders and supplemental agreements as necessary. One change order is anticipated to reconcile the overruns and underruns at the end of the project. This change order will be submitted to WYDOT and the Sponsor for their approval.



## **5.0 PRE-CONSTRUCTION COORDINATION PHASE**

### **5.1 Prepare Project Files**

The Engineer will provide a copy of the construction contracts to the Sponsor's Attorney to verify they are in order and the bonds have been completed. The Plans will be updated to include all addenda items issued during bidding. Clerical staff will prepare the quantity sheets, testing sheets, construction report format, etc.

### **5.2 Prepare Pre-Construction Conference**

The Engineer will schedule a pre-construction meeting to review state and project specific requirements prior to commencing construction. The Engineer will prepare an agenda, coordinate the Pre-Construction Conference with the necessary parties, and distribute meeting minutes.

### **5.3 Conduct Pre-Construction Conference**

The Engineer will conduct the pre-construction conference via teleconference before construction begins. The RPR will attend the meeting on-site. The meeting will be conducted at the Airport site and will include the Sponsor, State Aeronautics, Contractor, subcontractors, airport tenants affected by the construction. It is estimated that the pre-construction conference will be held the same day construction begins.

## **6.0 CONSTRUCTION OBSERVATION PHASE**

This task will consist of providing one full time RPR during all phases of construction for a total of 5 working days at 12 hours per day, excluding travel. For the purposes of this scope it is assumed that a total of 5 man-days will be required to fulfill the RPR responsibilities. The RPR will be allowed an equivalent of 2 trips at 5.75 hours each to cover travel to and from the project location and home each week. When the RPR works in excess of 8 hours per day, Saturdays, Sundays, or during national holidays, the work will be considered overtime. The billing rate for that overtime will be increased to 135% of the standard rate. Overhead costs, travel costs, and per diem costs are in addition to the engineering hours expended.

### **6.1 Field Inspection/Coordination**

The Engineer will provide general supervision and support to the RPR including but not limited to, coordinating field survey personnel, providing technical documentation, performing construction contract interpretation, and analyzing unusual or unique developments or complications during construction.

### **6.2 Resident Project Representative (RPR)**

Construction days will be 12 hours per day, 5 days per week. During their regular work day, the RPR's duties will include visually inspecting all work performed by the Contractor to ensure conformance with the plans and specifications, issuing Non-Compliance Reports if necessary, coordinating all work being performed with Airport operations, maintaining a daily log of the construction activities, compiling construction photos, and conducting employee interviews. Interview documentation will be submitted to office engineering staff for verification of compliance. All of the construction activity will take place within the airport operating area and will require coordination with the airport management staff. The construction requires portions of the airport to be closed for 5 days. The Resident Project Representatives will coordinate with the Airport to inform the users of closures.

### **6.3 Material Submittal Review**

The RPR will review and approve the shop drawings and material submittal data from the Contractor. The RPR will review copies of the Contractor's survey data for pavement grades and structure locations. The RPR will review other construction items for general compliance with the construction documents.

**6.4 Calculate Construction Quantities**

The RPR will maintain a daily record of the progress and will submit weekly reports to the Engineer regarding the progress. The RPR will review the quantity records with the Contractor on a periodic basis.

**6.5 Periodic Pay Estimates**

The RPR will prepare the Periodic Pay Estimates and review the quantities with the Contractor. The RPR, Engineer, Sponsor, and Contractor will resolve discrepancies with the Contractor's records.

**6.6 Requests for Reimbursement**

The RPR will coordinate with office staff in order to submit pay estimates for inclusion in Requests for Reimbursement

**6.7 Review QC Results Provided by Contractor**

The RPR will review and coordinate revisions by the contractor to QC submittals performed as part of the acceptance testing required by standard specifications. This will occur on a weekly basis and at project completion prior to submittal to State Aeronautics and Sponsor.

**6.8 Prepare/Submit Construction Reports**

The RPR will prepare 2 status reports during construction using the FAA's standard form. The first report will be issued after temporary marking is complete and the second report will be issued after final marking. The report will be distributed to the Sponsor, State Aeronautics, and the Contractor.

**6.9 Maintain Field Drawings**

The RPR will maintain a set of marked up field drawings during the course of construction. The RPR will periodically review the Contractor's field drawings for discrepancies.

**6.10 Construction Reporting**

The RPR will gather and input data into portions of the final construction report throughout the course of construction. This includes but is not limited to work items constructed, project milestone dates, weekly construction narrative, final material quantities, explanations of overruns or underruns, and test result summaries.

**7.0 POST CONSTRUCTION COORDINATION PHASE**

**7.1 Engineering Record Drawings**

The Engineer will utilize as-built markups provided by the RPR and the Contractor to prepare the Record Drawings indicating modifications made during construction. All drafting for the Final Record Drawings will be completed by office drafting personnel. One set of 11" x 17" size black-line drawings and one electronic copy (in acceptable format) will be provided to the Sponsor. An electronic copy will be provided to State Aeronautics.

**7.2 Engineering Final Construction Report**

Upon achievement of Final Completion, the Engineer will assist the sponsor in publishing the final advertisement prior to retainage being released to the contractor. The RPR will finalize the Engineering Final Construction Report gathering data from office staff including but not limited to administrative, engineering design, and construction management costs. Office Staff will assist in the preparation of relevant Sponsor Certifications and assembly of the Engineering Final Construction Report and attachments. The Engineer will review the Final Construction Report. One copy of the Construction Report will be submitted to the Sponsor, one copy to State Aeronautics, and one copy kept on file. It is anticipated that clarifying revisions will be necessary following submission to WYDOT. The final report will follow current WYDOT Aeronautics Final Construction Report guidance.

### **7.3 Summarize Project Costs**

The Engineer will obtain all administrative expenses (including those of the Sponsor), Engineering fees and costs and construction costs associated with the project and assemble a total project summary.

### **7.4 Site Cleanup**

The Engineer will assure the Contractor has removed all construction equipment and construction debris from the airport, all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

### **7.5 Substantial/Final Inspection**

The RPR will notify the Sponsor and State Aeronautics of the date of final inspection. It is anticipated that the final inspection will take place on the last day of construction. Engineer, RPR, and Contractor will conduct the final inspection. It is assumed that the substantial completion inspection will be run concurrently with the final completion inspection on this specific project.

## **PART 2: ADDITIONAL SERVICES**

### **1.0 ADDITIONAL SERVICES REQUIRING SPONSOR'S WRITTEN AUTHORIZATION**

If authorized in writing by Sponsor, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services unless otherwise indicated in Part 1 and will be paid for by Sponsor.

- 1.1** Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 1.2** Services to verify the accuracy of drawings or other information furnished by Sponsor or others.
- 1.3** Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Sponsor's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
- 1.4** Services required as a result of Sponsor's providing incomplete or incorrect Project information to Engineer.
- 1.5** Providing renderings or models for Sponsor's use.
- 1.6** Undertaking investigations and studies including, but not limited to:
  - detailed consideration of operations, maintenance, and overhead expenses;
  - the preparation of feasibility studies;
  - preparation of appraisals; and
  - audits or inventories.
- 1.7** Providing the following services:
  - Services attributable to more prime construction contracts than specified in Part 1.
  - Services to arrange for performance of construction services for Sponsor by contractors other than the principal prime Contractor, and administering Sponsor's contract for such services.

- 1.8 Preparing additional bidding-related documents, or other construction procurement documents for alternate bids or cost estimates requested by Sponsor for the Work or a portion thereof.
- 1.9 Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required in Part 1.
- 1.10 Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Sponsor, utility companies, and other sources and related revisions to revise Record Drawings.
- 1.11 Preparation of operation, maintenance, and staffing manuals.
- 1.12 Assistance to Sponsor in training Sponsor's staff to operate and maintain Project equipment and systems.
- 1.13 Assistance to Sponsor in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- 1.14 Preparing to serve or serving as a consultant or witness for Sponsor in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- 1.15 Overtime work or nighttime requiring higher than regular rates.
- 1.16 Providing construction surveys and staking to enable Contractor to perform its work other than as required in Part 1; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 1.17 Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract.
- 1.18 Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

## **2.0 ADDITIONAL SERVICES NOT REQUIRING SPONSOR'S WRITTEN AUTHORIZATION**

Engineer shall advise Sponsor that Engineer is commencing to perform or furnish the Additional Services of the types listed below (unless otherwise indicated in Part 1). For such Additional Services, Engineer need not request or obtain specific advance written authorization from Sponsor. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Sponsor.

- 2.1 Services in connection with Work Change Directives and Change Orders to reflect changes requested by Sponsor.
- 2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- 2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 2.4 Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective,

neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

- 2.5** Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Sponsor prior to Substantial Completion.
- 2.6** Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- 2.7** Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 2.8** While at the Site, compliance by Engineer and its staff with those terms of Sponsor's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Lander, Wyoming  
Hunt Field Airport  
LND - 2023 Pavement Maintenance Project

State Aeronautics Project No. ALN004A

Exhibit B  
Basis of Cost Analysis  
November 4, 2022

Labor Worksheet

Task	Description	Personnel Hourly												Total Hours	Fee
		PM	PE	SE	CM	CT	PA	Adm.	SL	ST	RPR	RPR-O			
		\$150	\$140	\$120	\$120	\$90	\$90	\$80	\$180	\$90	\$140	\$189			
1.0 - Contract Administration															
1.1	Pre-Design Meeting	1		3			2						6	\$ 690.00	
1.2	Scope of Work	4		4									8	\$ 1,080.00	
1.3	Preliminary Estimating	1		3			1						5	\$ 600.00	
1.4	Draft Engineering Contract	1		2			1						4	\$ 480.00	
1.5	BlackCat Database Management			1			1						2	\$ 210.00	
1.6	Periodic Project Updates	2											2	\$ 300.00	
Subtotal, Task 1		9	0	13	0	0	5	0	0	0	0	0	27	\$ 3,360.00	
2.0 - Design Phase															
2.1	Prepare Requests for Reimbursement - Design	2		2									4	\$ 540.00	
2.2	Collect Topographic Survey Data	1							2	9			12	\$ 1,320.00	
2.3	Review/Evaluate Existing Data & Topographic Survey Data	5		5									10	\$ 1,350.00	
2.4	Packaging & Design Phase	4		10	5	12							31	\$ 3,480.00	
2.5	Prepare Contract Documents	2		6									8	\$ 1,020.00	
2.6	Prepare Technical Specifications	1		5									6	\$ 750.00	
2.7	Prepare FAA Form 7460			3		1							4	\$ 450.00	
2.8	Calculate Estimated Quantities	1		4									5	\$ 630.00	
2.9	Prepare Estimate of Probable Construction Cost	1		2									3	\$ 390.00	
2.10	Conduct Quality Control Review at 100% Complete	2	3			2							7	\$ 900.00	
2.11	Final Packaging and Design			4									4	\$ 480.00	
2.12	Prepare and Submit Final Plans and Specifications	1		4									5	\$ 630.00	
Subtotal, Task 2		20	3	45	5	15	0	0	2	9	0	0	99	\$ 11,940.00	
3.0 - Bidding Phase															
3.1	Review Bid Proposals	2		2									4	\$ 540.00	
3.2	Prepare Recommendation of Award	1		2									3	\$ 390.00	
Subtotal, Task 3		3	0	4	0	0	0	0	0	0	0	0	7	\$ 930.00	
Subtotal, Tasks 1-3		32	3	62	5	15	5	0	2	9	0	0	133	\$ 16,230.00	

Lander, Wyoming  
Hunt Field Airport  
LND - 2023 Pavement Maintenance Project

State Aeronautics Project No. ALN004A

Exhibit B  
Basis of Cost Analysis  
November 4, 2022

Labor Worksheet

Task	Description	Personnel Hourly												Fee
		PM	PE	SE	CM	CT	PA	Adm.	SL	ST	RPR	RPR-O	Total Hours	
		\$150	\$140	\$120	\$120	\$90	\$90	\$80	\$180	\$90	\$140	\$189		
4.0 - Construction Admistration Phase														
4.1	Prepare Construction Contract and Documents	1		2			2						5	\$ 570.00
4.2	Office Assistance	2		5									7	\$ 900.00
4.3	Prepare Periodic Pay Estimates and Requests for Reimbursement			3									3	\$ 360.00
4.4	Review of Daily and Weekly Reports			2									2	\$ 240.00
4.5	Review of Material Submittals			2									2	\$ 240.00
4.6	Review Contractor Payroll Forms						2						2	\$ 180.00
4.7	Change Order/Supplemental Agreement	1		3									4	\$ 510.00
Subtotal, Task 4		4	0	17	0	0	4	0	0	0	0	0	25	\$ 3,000.00
5.0 - Pre-Construction Coordination Phase														
5.1	Prepare Project Files			2			2						4	\$ 420.00
5.2	Prepare Pre-Construction Conference			1									1	\$ 120.00
5.3	Conduct Pre-Construction Conference	2		1							1		4	\$ 560.00
Subtotal, Task 5		2	0	4	0	0	2	0	0	0	1	0	9	\$ 1,100.00
6.0 Construction Observation Phase														
6.1	Field Inspection/Coordination	2		1									3	\$ 420.00
6.2	Resident Project Representative (RPR)										40	32	72	\$ 11,648.00
6.3	Material Submittal Review	2		2									4	\$ 540.00
6.4	Calculate Construction Quantities			1									1	\$ 120.00
6.5	Periodic Pay Estimates	1		1			1						3	\$ 360.00
6.6	Request for Reimbursement	1		1			2						4	\$ 450.00
6.7	Review QC Results Provided by Contractor			1									1	\$ 120.00
6.8	Prepare/Submit Construction Reports	1		2									3	\$ 390.00
6.9	Maintain Field Drawings			1									1	\$ 120.00
6.10	Construction Reporting	2		1									3	\$ 420.00
Subtotal, Task 6		9	0	11	0	0	3	0	0	0	40	32	95	\$ 14,588.00
7.0 Post Construction Coordination Phase														
7.1	Engineering Record Drawings	1		6		2							9	\$ 1,050.00
7.2	Engineering Final Construction Report	1		5			2						8	\$ 930.00
7.3	Summarize Project Costs	1		1									2	\$ 270.00
7.4	Site Cleanup			1									1	\$ 120.00
7.5	Substantial/Final Inspection	4		4									8	\$ 1,080.00
Subtotal, Task 7		7	0	17	0	2	2	0	0	0	0	0	28	\$ 3,450.00
Subtotal, Tasks 4-7		22	0	49	0	2	11	0	0	0	41	32	157	\$ 22,138.00
Total, Tasks 1-7		54	3	111	5	17	16	0	2	9	41	32	290	\$ 38,368.00

Lander, Wyoming  
Hunt Field Airport  
LND - 2023 Pavement Maintenance Project

State Aeronautics Project No. ALN004A

Fee Summary

Tasks 1-3 & 7 (Lump Sum)

Exhibit B  
Basis of Cost Analysis  
November 4, 2022

1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PM	Project Manager	39	\$150.00	\$5,850.00
PE	Project Engineer	3	\$140.00	\$420.00
SE	Staff Engineer	79	\$120.00	\$9,480.00
CM	CADD Manager	5	\$120.00	\$600.00
CT	CADD Tech	17	\$90.00	\$1,530.00
PA	Project Administrator	7	\$90.00	\$630.00
Adm.	Administrative Assistant	0	\$80.00	\$0.00
SL	Survey Lead	2	\$180.00	\$360.00
ST	Survey Tech	9	\$90.00	\$810.00
RPR	Resident Project Representative	0	\$140.00	\$0.00
RPR-O	Resident Project Representative - Overtime	0	\$189.00	\$0.00
<b>Totals:</b>		<b>161</b>		<b>\$19,680.00</b>
			<b>Total Labor</b>	<b>\$19,680.00</b>

2. Subconsultant Fees

Assumption of Risk	
<b>Subtotal, Subconsultant Fees:</b>	<b>\$0.00</b>

3. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	1,035	\$0.59	\$610.65
Lodging (Per Night)	0	\$140.00	\$0.00
Meals (Lump Sum)	6	\$20.00	\$120.00
Computer - CADD (Per Hour)	22	\$10.00	\$220.00
GPS Survey Equipment (Per Hour)	3	\$25.00	\$75.00
Newspaper Advertisements	1	\$500.00	\$500.00
Document Reproduction (Lump Sum)	1	\$100.00	\$100.00
Phone, Fax, Postage (Lump Sum)	1	\$50.00	\$50.00
<b>Subtotal, Reimbursable Expenses</b>			<b>\$1,675.65</b>

**TASKS 1-3 & 7 TOTAL FEE (1+2+3+7):**

**\$21,355.65**



Lander, Wyoming  
Hunt Field Airport  
LND - 2023 Pavement Maintenance Project

State Aeronautics Project No. ALN004A

Exhibit B  
Basis of Cost Analysis  
November 4, 2022

Fee Summary

Tasks 4-6 (Time and Materials)

4. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PM	Project Manager	15	\$150.00	\$2,250.00
PE	Project Engineer	0	\$140.00	\$0.00
SE	Staff Engineer	32	\$120.00	\$3,840.00
CM	CADD Manager	0	\$120.00	\$0.00
CT	CADD Tech	0	\$90.00	\$0.00
PA	Project Administrator	9	\$90.00	\$810.00
Adm.	Administrative Assistant	0	\$80.00	\$0.00
SL	Survey Lead	0	\$180.00	\$0.00
ST	Survey Tech	0	\$90.00	\$0.00
RPR	Resident Project Representative	41	\$140.00	\$5,740.00
RPR-O	Resident Project Representative - Overtime	32	\$189.00	\$6,048.00
<b>Totals:</b>		<b>129</b>		<b>\$18,688.00</b>
			<b>Total Labor</b>	<b>\$18,688.00</b>

5. Subconsultant Fees

Assumption of Risk @ 5%	
<b>Subtotal, Subconsultant Fees:</b>	<b>\$0.00</b>

6. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile)	760	\$0.59	\$448.40
Rental Vehicle for Construction (Per Day)		\$100.00	\$0.00
Lodging (Per Night)	5	\$100.00	\$500.00
Per Diem (Per Day)	5	\$59.00	\$295.00
GPS Survey Equipment (Per Hour)		\$65.00	\$0.00
Document Reproduction (Lump Sum)	1	\$100.00	\$100.00
Phone, Fax, Postage, Construction Supplies (Lump Sum)	1	\$50.00	\$50.00
<b>Subtotal, Reimbursable Expenses</b>			<b>\$1,393.40</b>

**TASKS 4-6 TOTAL FEE (4+5+6):** **\$20,081.40**

**TASKS 1-7 TOTAL FEE:** **\$41,437.05**

ACE HARDWARE LANDER	had new key made, paid with cash from walmart	2.42-
Total ACE HARDWARE LANDER (5):		2.42-
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALSCO	Community Center Linens	104.25
ALSCO	Community Center Linens	68.29
ALSCO	Community Center Linens	53.90
ALSCO	Community Center Linens	78.73
ALSCO	Community Center Linens	183.56
Total ALSCO (917):		488.73
AMERI-TECH EQUIPMENT CO	Snow plow mount kit	2,146.48
Total AMERI-TECH EQUIPMENT CO (29):		2,146.48
ANAM CARA CAREGIVING	1/2 cent recipient	1,975.00
ANAM CARA CAREGIVING	1/2 cent recipient	2,100.00
Total ANAM CARA CAREGIVING (1306):		4,075.00
ANDERSON, ANDY	Clean & paint Depot	4,000.00
Total ANDERSON, ANDY (1171):		4,000.00
APEX SURVEYING INC	Annexation plat, topog and street profile	5,373.10
APEX SURVEYING INC	Plat and street profile for Smith Creek Road	3,806.82
APEX SURVEYING INC	Site Civil under task B. To be reimbursed by WB	2,457.00
APEX SURVEYING INC	water designs for TMLC, Task A. To be reimbursed	3,731.20
Total APEX SURVEYING INC (1238):		15,368.12
APPLE VALLEY SCHOOL	1/2 Cent Recipient	24,155.20
Total APPLE VALLEY SCHOOL (1314):		24,155.20
ARMSTRONG CONSULTANTS INC	Pay request 5	60,936.95
Total ARMSTRONG CONSULTANTS INC (35):		60,936.95
BADGER METER INC	Beacon hosting	291.42
Total BADGER METER INC (44):		291.42
BERNARD PLUMBING	274 Cascade sewer video	150.00
BERNARD PLUMBING	kitchen sink and plumbing	945.60
BERNARD PLUMBING	Golf Course Water Heater	3,531.76
Total BERNARD PLUMBING (1067):		4,627.36
BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	179.36
BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	1,096.07
BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	759.81
BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	23.73-
BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	33.74

BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	547.65
BLACK HILLS ENERGY	9/19/2022 - 10/19/2022 NATURAL GAS	229.61
BLACK HILLS ENERGY	Natural Gas 10/19 - 11/16 2022	33.14
BLACK HILLS ENERGY	Natural Gas 10/19 - 11/16 2022	538.79
BLACK HILLS ENERGY	Natural Gas 10/19 - 11/16 2022	526.61
BLACK HILLS ENERGY	Natural Gas 10/19 - 11/16 2022	1,836.69
BLACK HILLS ENERGY	Natural Gas 10/19 - 11/16 2022	1,422.64
BLACK HILLS ENERGY	Natural Gas 10/19 - 11/16 2022	2,166.38
Total BLACK HILLS ENERGY (465):		9,346.76
CASELLE INC	W2s & 1099s	266.00
Total CASELLE INC (86):		266.00
CENTURY COMPANIES, INC.	Century Pay App #3; Deducting \$248,806.52 du	540,330.08
CENTURY COMPANIES, INC.	Century Pay App #3; Deducting \$248,806.52 du	248,806.52
Total CENTURY COMPANIES, INC. (1033):		291,523.56
CENTURY LINK	Oct-22	114.20
CENTURY LINK	Oct-22	95.36
CENTURY LINK	Oct-22	171.50
CENTURY LINK	Oct-22	112.82
CENTURY LINK	Oct-22	357.46
CENTURY LINK	Phone Nov2022	98.20
CENTURY LINK	Phone Nov2022	155.50
CENTURY LINK	Phone Nov2022	77.90
CENTURY LINK	Phone Nov2022	96.82
CENTURY LINK	Phone Nov2022	341.62
Total CENTURY LINK (99):		1,621.38
CITY PLUMBING & HEATING	replace garbage disposal	336.71
CITY PLUMBING & HEATING	Repairs Golf Course	583.25
Total CITY PLUMBING & HEATING (105):		919.96
CIVICPLUS	2023 Annual Municode Renewal	850.00
CIVICPLUS	2023 Annual Municode Renewal	850.00
Total CIVICPLUS (1226):		1,700.00
COMMUNITY CENTER REFUNDS	Security Deposit Refund - Community Center	300.00
COMMUNITY CENTER REFUNDS	Security Deposit Refund - Community Center	300.00
Total COMMUNITY CENTER REFUNDS (1210):		600.00
COWBOY SUPPLY HOUSE	Cleaning Supplies - LCCC	351.64
COWBOY SUPPLY HOUSE	Vacuum - LCCC	89.60
COWBOY SUPPLY HOUSE	Community Center Cleaning Supplies	31.78
Total COWBOY SUPPLY HOUSE (121):		473.02
DAUPLER	On-Call Water	4,800.00
Total DAUPLER (1277):		4,800.00
DBC IRRIGATION SUPPLY	Golf Course Irrigation Controllers	37,044.82

Total DBC IRRIGATION SUPPLY (1354):		37,044.82
DEPT OF ENVIRONMENTAL QUALITY	2023 Storage Tank Registration	400.00
Total DEPT OF ENVIRONMENTAL QUALITY (139):		400.00
DOOLY ENTERPRISES, INC.	Dept training ammo purchase	5,400.32
Total DOOLY ENTERPRISES, INC. (1285):		5,400.32
DORSETT TECHNOLOGIES, INC	Control Work at the WTP	3,208.29
Total DORSETT TECHNOLOGIES, INC (1149):		3,208.29
DOWL	Sewer Line Fremont Street Final Design	437.50
Total DOWL (147):		437.50
DRUG TESTING SERVICES LLC	PRE-EMPLOYMENT TESTING	60.00
Total DRUG TESTING SERVICES LLC (148):		60.00
EATON SALES & SERVICE	OAI, Sump, Line testing and MLLD test. (yearly	712.60
EATON SALES & SERVICE	Possible fuel leak on 100LL pump and fix the Ve	555.63
Total EATON SALES & SERVICE (150):		1,268.23
FERGUSON ENTERPRISES INC	repair clamps	624.00
FERGUSON ENTERPRISES INC	water main caps	400.00
FERGUSON ENTERPRISES INC	cap for water main at airport	52.99
FERGUSON ENTERPRISES INC	repair clamp	512.91
FERGUSON ENTERPRISES INC	Schedule 80 CPVC Pipe sections for inventory	981.80
FERGUSON ENTERPRISES INC	Schedule 80 CPVC fittings for inventory at wate	5,884.02
FERGUSON ENTERPRISES INC	water main ext. airport	23,642.30
FERGUSON ENTERPRISES INC	parts for airport water line	2,344.00
FERGUSON ENTERPRISES INC	pipe fittings for airport	1,006.00
FERGUSON ENTERPRISES INC	pipe fittings airport	828.00
Total FERGUSON ENTERPRISES INC (553):		36,276.02
FIRST AMERICAN TITLE	Land Purchase - Fremont Street	50,324.14
Total FIRST AMERICAN TITLE (172):		50,324.14
FLEX SHARE BENEFITS	Nov. 2022	239.95
Total FLEX SHARE BENEFITS (173):		239.95
FLOWPOINT ENVIRONMENTAL SYSTEMS	touchscreen panel for rural water house	1,534.97
Total FLOWPOINT ENVIRONMENTAL SYSTEMS (1156):		1,534.97
FREMONT CO SOLID WASTE DISPOS	Shop Tire disposal	77.80
Total FREMONT CO SOLID WASTE DISPOS (183):		77.80
FREMONT COUNTY ASSN OF GOV	Shop Tire disposal	77.80-
FREMONT COUNTY ASSN OF GOV	10% Economic Tax	23,381.56-
FREMONT COUNTY ASSN OF GOV	10% Economic Tax	23,381.56

Total FREMONT COUNTY ASSN OF GOV (187):		77.80-
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	535.58
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,697.25
FREMONT COUNTY TREASURER	Prisoner care	4,290.00
Total FREMONT COUNTY TREASURER (190):		22,522.83
GROATHOUSE CONSTRUCTION	Maven Construction Work	710,853.00
Total GROATHOUSE CONSTRUCTION (1294):		710,853.00
HACH COMPANY	CL17 Reagents and Lab Ph Probe.	1,641.91
HACH COMPANY	Buffer solution for new pH probes.	131.06
HACH COMPANY	Standpipe kits for CL17SC	129.27
Total HACH COMPANY (214):		1,902.24
HAMILTON LAND SURVEYING INC	Hitshew Water Line Easement Survey	1,734.35
HAMILTON LAND SURVEYING INC	Imagery Mapping of City	5,700.96
HAMILTON LAND SURVEYING INC	Artery Water Line Easement	1,258.46
Total HAMILTON LAND SURVEYING INC (1265):		8,693.77
HDR ENGINEERING INC	HDR General Services	10,051.25
Total HDR ENGINEERING INC (994):		10,051.25
HEIN BOND ARCHITECTS	Construction Services for Maven Project	7,417.26
HEIN BOND ARCHITECTS	Construction Services for Maven Project	8,283.22
Total HEIN BOND ARCHITECTS (1254):		15,700.48
HERMANSKY FAMILY TRUST	Land purchase	50,000.00
HERMANSKY FAMILY TRUST	Land purchase	50,000.00-
Total HERMANSKY FAMILY TRUST (1351):		.00
HMH DISTRIBUTION	1/2 cent recipient	1,339.50
Total HMH DISTRIBUTION (1305):		1,339.50
INQUIREHIRE	EMPLOYMENT BACKGROUND	30.00
Total INQUIREHIRE (1087):		30.00
JORDON, LANCE	Panels - Rodeo	2,640.00
Total JORDON, LANCE (1350):		2,640.00
L N CURTIS & SONS	5STZ Swivel 2-2.5 NHM Gated Wye	1,767.00
L N CURTIS & SONS	New bunkers for Burke	2,756.00
L N CURTIS & SONS	New bolt cutters	146.00
Total L N CURTIS & SONS (276):		4,669.00
LACAL EQUIPMENT INC	Tube and Ball screw	1,208.00

Total LACAL EQUIPMENT INC (278):		1,208.00
LANDER OLD TIMERS RODEO ASSN	1/2 economic tax recipient	10,000.00
Total LANDER OLD TIMERS RODEO ASSN (1345):		10,000.00
LANDER SENIOR CITIZENS CENTER	Senior Center Maintenance 10/2022	762.45
Total LANDER SENIOR CITIZENS CENTER (296):		762.45
LANDER VALLEY TREE CARE	Lift truck rental for hanging christmas lights	450.00
Total LANDER VALLEY TREE CARE (1095):		450.00
LANDER VOLUNTEER FIRE DEPT	Reim for LCCC rent	821.75
Total LANDER VOLUNTEER FIRE DEPT (301):		821.75
LOCAL GOVERNMENT LIABILITY POOL	Deductible 2017 EO 20171012-Cornella	1,000.00
Total LOCAL GOVERNMENT LIABILITY POOL (316):		1,000.00
LONG BUILDING TECHNOLOGIES	Service at Community Center	250.00
Total LONG BUILDING TECHNOLOGIES (1295):		250.00
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASA	Renewal Dec2022 new rate	5,472.00
Total MASA (1167):		5,472.00
MASTERCARD	training book for Bobby	25.00
MASTERCARD	Gym Membership	44.00
MASTERCARD	Uniform Pants and Belt for Officer Zimmerman	214.96
MASTERCARD	Base Network Access and support agreement f	1,425.00
MASTERCARD	hanging folders	30.78
MASTERCARD	October 1st set of BacT samples	75.00
MASTERCARD	PE License Renewal Fee	90.00
MASTERCARD	B1 Test Payment	230.00
MASTERCARD	HDMI to VGA Converter	24.99
MASTERCARD	Terminix at City Hall	550.00
MASTERCARD	forms	285.53
MASTERCARD	August 2022 Water Bills	692.47
MASTERCARD	Waste tracking manifest	165.35
MASTERCARD	Door latch for office door	20.74
MASTERCARD	S pen for new tablet	79.99
MASTERCARD	Fire prevention supplies	853.65
MASTERCARD	hyd. pump fittings	114.99
MASTERCARD	New Tablet for plant for replacement	1,155.00
MASTERCARD	Keyboard for tablet for vehicle mount	289.99
MASTERCARD	toner and ink for printer and copier	351.95
MASTERCARD	Tablet for truck / fire inspections	559.99
MASTERCARD	Running boards	188.00
MASTERCARD	Desktop computer console	1,199.00
MASTERCARD	Web Services Stacker	19.35

MASTERCARD	Tool box, Roll out tool box	2,449.98
MASTERCARD	Scanner for inventory	126.99
MASTERCARD	cardstock for notices	59.85
MASTERCARD	Travel	19.90
MASTERCARD	Computer supplies for Building Inspector	119.16
MASTERCARD	Lights for new Razor veh	134.99
MASTERCARD	hydrant extensions	960.34
MASTERCARD	curb stops and meter spuds	1,454.91
MASTERCARD	check for parks	248.52
MASTERCARD	check valves for hydrant meters	629.95
MASTERCARD	Snowfall monitoring notification system	210.00
MASTERCARD	Radio charges	102.00
MASTERCARD	L22-03483	125.00
MASTERCARD	Supplies	23.96
MASTERCARD	David came up and diagnosed some filter wiring	180.00
MASTERCARD	Supplies - LCCC	1.70
MASTERCARD	Travel - Airport	218.00
MASTERCARD	Spectrum Fiber Sept/Oct	449.50
MASTERCARD	Spectrum Fiber Sept/Oct	449.50
MASTERCARD	Advertising - Airport	999.99
MASTERCARD	Dues	5,000.00
MASTERCARD	Advertising - Airport	430.00
MASTERCARD	WAMCAT SUPPLIES	82.24
MASTERCARD	Work shirts for Detective Lutterman to replace w	94.93
MASTERCARD	MRE's For Firefighters	635.82
MASTERCARD	Prof fees security	380.00
MASTERCARD	Rocky Mtn Info Network dues to 7-23	100.00
MASTERCARD	Firefighter book	79.50
MASTERCARD	Command Board	86.95
MASTERCARD	New 2023 Dog Lic	287.25
MASTERCARD	Supplies - Gen Govt	670.42
MASTERCARD	Fuel	25.43
MASTERCARD	Door lock for Airport office	737.05
MASTERCARD	subscription for office tools	12.99
MASTERCARD	Stage Skirting - LCC	660.00
MASTERCARD	Office supplies by L1	45.21
MASTERCARD	Jack, spare keys	63.13
MASTERCARD	Grader tire	9.00
MASTERCARD	Cleaning supplies	19.53
MASTERCARD	Wooten to AR-15 Armorer School	550.00
MASTERCARD	Spray equipment for bed of WP1 (hose, electric	2,570.94
MASTERCARD	Google Business Plus Sept 2022	441.00
MASTERCARD	Google Business Plus Sept 2022	441.00
MASTERCARD	Rv antifreeze	47.94
MASTERCARD	Light bar cab mount	191.89
MASTERCARD	Evidence to lab L22-03483	9.10
MASTERCARD	DUI Blood kit to lab L22-03494	5.15
MASTERCARD	Postage L22-03220 blood kits	7.10
MASTERCARD	Supplies	80.00
MASTERCARD	September Wastewater sample testing	273.00
MASTERCARD	September Wastewater testing	273.00
MASTERCARD	September Wastewater testing	273.00
MASTERCARD	October Wastewater samples	273.00
MASTERCARD	Parts for mosquito fogger	249.66
MASTERCARD	Supplies - LCCC	59.49
MASTERCARD	Ship samples to WAMCO labs	104.02
MASTERCARD	Ship samples to WAMCO lab	104.02
MASTERCARD	Ship samples to WAMCO lab	104.02
MASTERCARD	More paint supplies as well as bolts for Jet A tan	16.45
MASTERCARD	Parts to fix the Jet Fuel tank lid from leaking wat	17.48

MASTERCARD	cleaning supplies	52.85
MASTERCARD	cleaning supplies	12.91
MASTERCARD	Paint supplies	23.54
MASTERCARD	rope	17.98
MASTERCARD	Updates Postage	234.00
MASTERCARD	Pump #8 Fuel - Casper	42.29
MASTERCARD	WAMCAT Class	69.00
MASTERCARD	toilet repair parts	50.68
MASTERCARD	Cat6 cables, keys	18.44
MASTERCARD	Conceal holsters	818.78
MASTERCARD	Computer monitors for Building Inspector	239.96
MASTERCARD	Pole saw chain	53.97
MASTERCARD	Cleaning supplies - LCCC	191.17
MASTERCARD	Cleaning Supplies	514.24
MASTERCARD	Paint for Guardian Room at Terminal Building	142.39
MASTERCARD	osb board	22.58
MASTERCARD	concrete mix, polyurethane	234.14
MASTERCARD	Water Dept 8th street pipe fix	63.96
MASTERCARD	Pipe fittings for camera mounting	32.97
MASTERCARD	Fastening materials for camera mounting	26.36
MASTERCARD	Wasp spray and tools for LCCC	24.72
MASTERCARD	Glue and bolts for LCCC baseboard and restroo	6.01
MASTERCARD	PVC pipe for dual grundfos pump install	56.97
MASTERCARD	cordless circular saw	409.98
MASTERCARD	Flood light	79.99
MASTERCARD	Kerosene for Hotsy	139.96
MASTERCARD	Drill bit, caulking	14.17
MASTERCARD	drill bits	70.96
MASTERCARD	3 rooms for WRPA	742.41
MASTERCARD	September Ecoli testing	270.00
MASTERCARD	Items for LDH hose	17.09
MASTERCARD	white stripping paint jr football	97.56
MASTERCARD	Phones - All Depts	25.76
MASTERCARD	Phones - All Depts	113.97
MASTERCARD	Phones - All Depts	198.15
MASTERCARD	Phones - All Depts	204.83
MASTERCARD	Phones - All Depts	290.28
MASTERCARD	Pipe fittings for camera mounting	6.74
MASTERCARD	CPVC glue recommended by spears to avoid le	65.25
MASTERCARD	Fire Prevention Supplies	324.96
MASTERCARD	Fire prevention supplies	148.50
MASTERCARD	Vonage Phone Bill Sept 2022	881.65
MASTERCARD	Vonage Phone Bill Sept 2022	881.66
MASTERCARD	Razor veh light controller	131.75
MASTERCARD	Supplies - LCC	90.69
MASTERCARD	Building inspector office supplies	14.01
MASTERCARD	staples, paint	8.54
MASTERCARD	Supplies - LCC	11.18
MASTERCARD	Storage for Electrolyte drink mix	5.38
MASTERCARD	Batteries for the doors and containers for suppli	34.29
MASTERCARD	Supplies	19.18
MASTERCARD	Legal Publications, advertising Lander Journal 8	2,139.77
MASTERCARD	September 2nd set of BacT samples.	60.00
MASTERCARD	Non ethanol fuel for gators, hometown oil pump	35.75
MASTERCARD	Storage	40.00
MASTERCARD	Employee PicNic M Logue	78.55
MASTERCARD	Clear caulk for water pumps	19.98
MASTERCARD	Meat Employee Picnic	163.43
MASTERCARD	Registration	125.00
MASTERCARD	Employee Retirement	70.00



MASTERCARD	picnic supplies	94.47
MASTERCARD	Food Employee Picnic	99.62
MASTERCARD	WAMCAT lodging	192.00
MASTERCARD	Supplies	19.99
MASTERCARD	Travel WAM Board	254.24
MASTERCARD	Nylon Zip Ties	10.09
MASTERCARD	Pipe for camera mounting	81.54
MASTERCARD	3/4" ball valves for inventory	547.80
MASTERCARD	Shred bags	227.50
MASTERCARD	Supplies	94.88
MASTERCARD	Supplies	502.94
MASTERCARD	Charge for Fox Park, wrong Fox Park.	302.00
MASTERCARD	Ph probe installation	27.13
MASTERCARD	Hole Saw for dual grundfos install	16.00
MASTERCARD	Dual Grundfos pump install	99.93
MASTERCARD	Garbage bags, zip ties, 2 gallon bags for sampl	46.94
MASTERCARD	Phone Charges	10.53
MASTERCARD	Phone Charges	100.84
MASTERCARD	Phone Charges	129.98
MASTERCARD	Phone Charges	129.99
MASTERCARD	Phone Charges	129.99
MASTERCARD	Phone Charges	129.99
MASTERCARD	Phone Charges	129.99
MASTERCARD	Phone Charges	129.99
MASTERCARD	Phone Charges	259.98
MASTERCARD	WAMCAT - Lodging	192.00
MASTERCARD	Key tags and key rings	118.67
MASTERCARD	New Department property tags	736.18
MASTERCARD	Supplies	90.00
MASTERCARD	Prof Fees - LCC	199.00
MASTERCARD	14 soft cases and 14 shoulder straps for E-citati	1,683.08
MASTERCARD	Russ water 2 test	100.00
MASTERCARD	Fraud AirBNB Credit	72.75-
MASTERCARD	Fraud AirBNB Credit	24.72-
MASTERCARD	Fraud AirBNB Charge	97.47
MASTERCARD	Fraud EB Goa Gil-Babajis Charge	131.29
MASTERCARD	Fraud AirBNB Charge	156.10
MASTERCARD	Trash all depts	260.08
MASTERCARD	Trash all depts	272.32
MASTERCARD	Trash all depts	1,618.15
MASTERCARD	SALES TAX REFUND - BEST WESTERN PINE	8.72-
MASTERCARD	Arby's restaurant - deposition meetings	27.71
MASTERCARD	ditch patching quick plug	97.48
MASTERCARD	fittings for new pumps	11.34
MASTERCARD	Utility knives and replacement blades	61.16
MASTERCARD	Hole saw set, CPVC cement	145.46
MASTERCARD	electrical, jigsaw blades	66.21
MASTERCARD	wood putty	4.49
MASTERCARD	final counter top payment	957.78
MASTERCARD	coffee maker	229.95
MASTERCARD	Graphology & Handwriting Analysis Training	17.99
MASTERCARD	Gym Membership	44.00
MASTERCARD	Candy for Trick or Treat Main Street	50.92
MASTERCARD	Two TVs for Police Department / Data Grant Pr	726.00
MASTERCARD	misc irrigation supplies	741.91
MASTERCARD	Candy for trick or treat (Main Street)	20.97
MASTERCARD	Seat Bottom	164.50
MASTERCARD	Canva - yearly subscription - used by communit	119.99
MASTERCARD	Label maker and extra labels	58.30
MASTERCARD	Sissors	24.98

MASTERCARD	CMC course	50.00
MASTERCARD	Supplies	50.84
MASTERCARD	safety services training, poster and meeting mat	6,550.26
MASTERCARD	Supplies for LCCC	18.58
MASTERCARD	PUMPKINS EMPLOYEE CONTEST	15.60
MASTERCARD	PUMPKINS EMPLOYEE CONTEST	34.27
MASTERCARD	SPECIAL EVENT INSURANCE LIGHT UP LAN	452.00
MASTERCARD	Food Health Fair	56.14
MASTERCARD	Supplies	504.14
MASTERCARD	Refund from 9 9 2022 Charge	302.00-
MASTERCARD	Phones - All depts	25.76
MASTERCARD	Phones - All depts	113.91
MASTERCARD	Phones - All depts	197.91
MASTERCARD	Phones - All depts	204.45
MASTERCARD	Phones - All depts	290.16
MASTERCARD	Batteries	26.64
MASTERCARD	Refund on sign order	500.00-
MASTERCARD	Holiday light pole banners	5,306.00
MASTERCARD	Cleaning supplies - LCCC	28.80
MASTERCARD	October 2nd set of BacT samples	60.00
MASTERCARD	Meeting Expense	125.00
MASTERCARD	Oil, air filter and plugs Polaris	99.86
MASTERCARD	Hotel room for Dan at WWQ PCA	352.00
MASTERCARD	Hotel room for Treyton at WWQ PCA	352.00
MASTERCARD	WAMCAT CMC COURSE	69.00
MASTERCARD	Flowers Susan liams	125.53
MASTERCARD	Gas Purchase	40.00
MASTERCARD	Snow Shovels - LCCC	63.28
MASTERCARD	GAAirport Management and Operations training	595.00
MASTERCARD	computer monitor stand for desk	44.96
MASTERCARD	coffee tree	36.48
MASTERCARD	new docking station and mechanical pencil	121.57
MASTERCARD	Print material for fundraising to be reimbursed b	314.09
MASTERCARD	Oct. 2022 Water Bill Printing	681.63
MASTERCARD	Kitchen Tables	1,224.00
MASTERCARD	MICROWAVE	299.99
MASTERCARD	18/2 cable for sc 4500 installs at water plant	63.95
MASTERCARD	Video surveillance sign	65.99
MASTERCARD	signs	119.80
MASTERCARD	Plug in for vehicle charger	27.98
MASTERCARD	Charger for Headset	26.98
MASTERCARD	binder clips - office supplies, items for Trick or tr	56.70
MASTERCARD	General supplies, Halloween on Main Street, ink	514.71
MASTERCARD	Signature Pens for PW Department	54.82
MASTERCARD	binder clips	32.04
MASTERCARD	Replacement Phone Case	14.04
MASTERCARD	replacement keyboards for council chambers an	59.90
MASTERCARD	Wire connectors for sc 4500 installs at water tre	33.99
MASTERCARD	Stainless steel clamps for repair of green Nibco	70.62
MASTERCARD	Candy for Main street Halloween for kids	91.98
MASTERCARD	sil gel masonry for bike park	112.47
MASTERCARD	AWS for Stacker	20.00
MASTERCARD	3"" strainer for jet	357.90
MASTERCARD	Standard solutions for lab testing	194.86
MASTERCARD	EV infrastructure training for Lance and RaJean	578.00
MASTERCARD	nitrile gloves	23.78
MASTERCARD	Refund on sales tax for Novelty Lights - Main St	193.38-
MASTERCARD	Blue and White String Lights for Main Street	3,848.73
MASTERCARD	Supplies	21.72
MASTERCARD	Supplies	54.06

MASTERCARD	Supplies	419.61
MASTERCARD	Parts and Labor for Main Power Switch install	8,317.00
MASTERCARD	Bypass master switch ABB Factory Rep Startup	7,700.00
MASTERCARD	Modbus card for Bypass Transfer switch	4,270.00
MASTERCARD	Honda engine pull starter	105.30
MASTERCARD	Spectrum Fiber	449.50
MASTERCARD	Spectrum Fiber	449.50
MASTERCARD	Fuel - LPA Training in Casper	17.60
MASTERCARD	Fuel - LPA Training in Casper	17.61
MASTERCARD	Dues	170.00
MASTERCARD	Took crate trash to dump	11.40
MASTERCARD	Center pull towels	43.90
MASTERCARD	Add in annual Civil Air Patrol Magazine	305.00
MASTERCARD	new trees	186.00
MASTERCARD	LED lights	245.38
MASTERCARD	Nitrile gloves, Chiefs Cable for TV and copier to	446.60
MASTERCARD	coffee/filters	29.61
MASTERCARD	pipe & fittings	16.64
MASTERCARD	baseball field equipment	403.50
MASTERCARD	2 new AR Rifles	2,460.00
MASTERCARD	Grommets for Main Street Banners	225.00
MASTERCARD	Trash	260.31
MASTERCARD	Trash	272.57
MASTERCARD	Trash	1,619.60
MASTERCARD	Graphics for Razor and repair graphics Chiefs v	279.00
MASTERCARD	Trash	21.00
MASTERCARD	Trash bags, hose	24.54
MASTERCARD	clear folders, tape, post it	23.07
MASTERCARD	Google Workspace Oct. 2022	444.05
MASTERCARD	Google Workspace Oct. 2022	444.05
MASTERCARD	Travel	258.00
MASTERCARD	Training sling x 2	97.50
MASTERCARD	Badges for Firemen	1,479.50
MASTERCARD	Badge and Name tag for firemen	125.00
MASTERCARD	postage 2 DUI blood kits 3983 and 3985	10.90
MASTERCARD	October wastewater samples	273.00
MASTERCARD	October Waste water testing	273.00
MASTERCARD	October Wastewater testing.	273.00
MASTERCARD	October Wastewater Samples	273.00
MASTERCARD	Supplies	40.00
MASTERCARD	bike park shade structure concrete pad	250.59
MASTERCARD	Combo Smoke/CO alarm	34.19
MASTERCARD	misc supplies	788.96
MASTERCARD	Supplies	80.00
MASTERCARD	Lodging SLC Caselle Conf - Danielle	453.00
MASTERCARD	Lodging SLC Caselle Conf. - Kevin	473.00
MASTERCARD	Final bill New Portable radios	3,630.17
MASTERCARD	Fuel in Evanston for SCL conference	26.90
MASTERCARD	Fuel in Evanston for SCL conference	26.91
MASTERCARD	Tie rope for new banners	29.65
MASTERCARD	Small engine fuel	20.23
MASTERCARD	Chain saw fuel	34.52
MASTERCARD	Fuel line de icer	17.85
MASTERCARD	popcorn texture spray	31.28
MASTERCARD	42"" x 150' paper rolls	99.95
MASTERCARD	popcorn texture spray	21.99
MASTERCARD	Supplies	32.97
MASTERCARD	post, lag screws for drop box	68.62
MASTERCARD	plastic drop cloth	12.99
MASTERCARD	Shop eq., sweeper tires	329.03

MASTERCARD	Bolts	1.02
MASTERCARD	straps, bolts	11.95
MASTERCARD	Portable air compressor for flocc drive maintena	542.96
MASTERCARD	Modlite Systems	606.35
MASTERCARD	Variable threat system	79.25
MASTERCARD	Storage	40.00
MASTERCARD	Vonage Oct. 2022	874.27
MASTERCARD	Vonage Oct. 2022	874.27
MASTERCARD	micro sd cards for cameras	80.94
MASTERCARD	micro sd cards for cameras	131.94
MASTERCARD	Candy for Halloween handout on Main st	50.00
MASTERCARD	AutoCad	2,442.33
MASTERCARD	Coax cables and uhf connectors	129.50
MASTERCARD	air filters and wire	99.65
MASTERCARD	Propane	105.34
MASTERCARD	Cable ties for camera install at public works buil	2.15
MASTERCARD	Cable ties for camera install at public works buil	26.97
MASTERCARD	Fuel Filters for Airport fuel pumps	343.18
MASTERCARD	Headlight bracket	69.85
MASTERCARD	post holder for drop box	25.99
MASTERCARD	SRO L10 Taser	1,485.60
MASTERCARD	Prof Fees - LCCC	199.00
MASTERCARD	coolant and temp switches	208.20
MASTERCARD	Fuel Filters	139.90
MASTERCARD	Purchased by mistake on city card. Refunded	50.58
MASTERCARD	WEDA dues for City/LEDA membership	575.00
MASTERCARD	CC company refund for fraud charges October	384.86-
MASTERCARD	Spectrum/Charter Phone Bill	10.53
MASTERCARD	Spectrum/Charter Phone Bill	106.57
MASTERCARD	Spectrum/Charter Phone Bill	129.98
MASTERCARD	Spectrum/Charter Phone Bill	129.99
MASTERCARD	Spectrum/Charter Phone Bill	129.99
MASTERCARD	Spectrum/Charter Phone Bill	129.99
MASTERCARD	Spectrum/Charter Phone Bill	129.99
MASTERCARD	Spectrum/Charter Phone Bill	129.99
MASTERCARD	Spectrum/Charter Phone Bill	259.98
MASTERCARD	Office Pens	7.08
MASTERCARD	Office Pens	7.08
MASTERCARD	Fridge and Freezer baking soda packs	4.83
MASTERCARD	Pex and brass parts for bypass line	87.25
Total MASTERCARD (327):		130,326.71
MORRIS, SCOTT	1/2 Recipient	266.52
MORRIS, SCOTT	Economic Tax Recipient	68.96
Total MORRIS, SCOTT (1346):		335.48
MOUNTAIN AIR CLEANING SYSTEMS INC	Air Vent Cleaning at Golf Course	1,550.00
Total MOUNTAIN AIR CLEANING SYSTEMS INC (1353):		1,550.00
NAPA AUTO PARTS - LANDER	Adapters	7.17
NAPA AUTO PARTS - LANDER	Filters	43.90
NAPA AUTO PARTS - LANDER	Batteries and core charge	554.76
NAPA AUTO PARTS - LANDER	Core credit	108.00-
NAPA AUTO PARTS - LANDER	Starter	84.76
NAPA AUTO PARTS - LANDER	Filter	13.54
NAPA AUTO PARTS - LANDER	Filters	89.00
NAPA AUTO PARTS - LANDER	ELC antifreeze for dump trucks	71.94

NAPA AUTO PARTS - LANDER	switch, lamp, plug	39.21
NAPA AUTO PARTS - LANDER	Wipers and tape	59.89
NAPA AUTO PARTS - LANDER	Filters	388.05
NAPA AUTO PARTS - LANDER	filters	67.77
NAPA AUTO PARTS - LANDER	Battery	164.19
NAPA AUTO PARTS - LANDER	Wiper blades	39.04
NAPA AUTO PARTS - LANDER	Diesel fuel additive	311.88
NAPA AUTO PARTS - LANDER	filters	21.96
NAPA AUTO PARTS - LANDER	Toggle switch	15.53
Total NAPA AUTO PARTS - LANDER (353):		1,864.59
NORCO INC	Cylinder Rental	67.58
Total NORCO INC (364):		67.58
OFFICE OF STATE LANDS & INVESTMENTS	Fire Equipment and wildland clothing	3,053.33
Total OFFICE OF STATE LANDS & INVESTMENTS (1348):		3,053.33
ONE CALL OF WYOMING	dig tickets for Oct. 2022	65.25
ONE CALL OF WYOMING	dig tickets for Nov. 2022	93.75
Total ONE CALL OF WYOMING (374):		159.00
PATRICK CONSTRUCTION INC	Final Payment	80,493.80
Total PATRICK CONSTRUCTION INC (385):		80,493.80
REWORX	Reworx (formerly DYT Consulting)continued ef	7,620.00
REWORX	Reworx (formerly DYT Consulting)continued ef	7,620.00
Total REWORX (1347):		15,240.00
RIVERTON TIRE & OIL CO	Tires	133.90
RIVERTON TIRE & OIL CO	Tires for Water Dept. trucks	3,605.16
RIVERTON TIRE & OIL CO	Tires for Police Dept.	2,454.40
Total RIVERTON TIRE & OIL CO (431):		6,193.46
ROCKY MOUNTAIN POWER	Electricity - All Depts	3,202.03
ROCKY MOUNTAIN POWER	Electricity - All Depts	3,286.53
ROCKY MOUNTAIN POWER	Electricity - All Depts	394.42
ROCKY MOUNTAIN POWER	Electricity - All Depts	3,525.70
ROCKY MOUNTAIN POWER	Electricity - All Depts	2,960.95
ROCKY MOUNTAIN POWER	Electricity - All Depts	67.83
ROCKY MOUNTAIN POWER	Electricity - All Depts	1,352.50
ROCKY MOUNTAIN POWER	Electricity - All Depts	248.27
Total ROCKY MOUNTAIN POWER (435):		15,038.23
ROCKY MOUNTAIN PRE-MIX	gravel and concrete	2,394.65
Total ROCKY MOUNTAIN PRE-MIX (436):		2,394.65
SPROUTS GREENHOUSE	New Trees	1,508.25
Total SPROUTS GREENHOUSE (473):		1,508.25
STRIKE CONSULTING GROUP	Work under this invoice includes: • North 5th Str	4,000.00

STRIKE CONSULTING GROUP	Work under this invoice includes: o Review eas	2,218.75
STRIKE CONSULTING GROUP	Work under this invoice includes: o Administerin	4,031.25
STRIKE CONSULTING GROUP	Work under this invoice includes: o Project revie	1,562.50
STRIKE CONSULTING GROUP	Work under this invoice includes: o Upload docu	1,000.00
Total STRIKE CONSULTING GROUP (1112):		12,812.50
SUMMIT WEST CPA GROUP, P.C.	LPD, Community Center & SCADA System	149.00
SUMMIT WEST CPA GROUP, P.C.	LPD, Community Center & SCADA System	149.00
SUMMIT WEST CPA GROUP, P.C.	LPD, Community Center & SCADA System	447.00
SUMMIT WEST CPA GROUP, P.C.	IT Consulting - LPD & Sewer Treatment	472.50
SUMMIT WEST CPA GROUP, P.C.	IT Consulting - LPD & Sewer Treatment	472.50
SUMMIT WEST CPA GROUP, P.C.	Audit 2022 Progress Billing	1,750.00
SUMMIT WEST CPA GROUP, P.C.	Audit 2022 Progress Billing	1,750.00
Total SUMMIT WEST CPA GROUP, P.C. (1328):		5,190.00
TEGELER AND ASSOCIATES	Added 2023 Polaris Razor	74.00
Total TEGELER AND ASSOCIATES (933):		74.00
THE ICE HOUSE	1 box of 11 ice bags	129.00
Total THE ICE HOUSE (1349):		129.00
T-O ENGINEERS	1st Street Engineering Design	4,846.66
T-O ENGINEERS	Engineering 1st Street	6,608.75
Total T-O ENGINEERS (1166):		11,455.41
WALLER, TECIA	Additional duties of cleaning out storage	500.00
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		4,000.00
WATER REFUNDS	Water Refund - Contessa Bonds	69.64
WATER REFUNDS	Water Refund - Contessa Bonds	69.64
WATER REFUNDS	Water Refund - Contessa Bonds	69.64
WATER REFUNDS	Water Refund - Brenden Fitzsimmons	144.12
WATER REFUNDS	Water Refund - Brenden Fitzsimmons	144.12
WATER REFUNDS	Water Refund - Brenden Fitzsimmons	144.12
Total WATER REFUNDS (552):		213.76
WESTERN LAW ASSOCIATES	Trials Nov. 2022	2,152.58
Total WESTERN LAW ASSOCIATES (559):		2,152.58
WHITING LAW PC	November 2022 Services	240.00
Total WHITING LAW PC (564):		240.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Design	4,412.50
WILLIAM H SMITH & ASSOC	Baldwin Creek Engineering	9,067.50
Total WILLIAM H SMITH & ASSOC (1058):		13,480.00
WWC ENGINEERING	Wells Design	806.90

Total WWC ENGINEERING (1326):		806.90
WYDOT - FINANCIAL SERVICES	Wyoming Motor Fuel License Renewal Applicati	50.00
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	1,114.81
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	2,229.62
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	1,114.81
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	164.73
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	2,370.54
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	704.14
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	2,370.54
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	4,741.07
Total WYDOT - FINANCIAL SERVICES (606):		14,860.26
WYOMING ASSN OF RURAL WATER	2023 Annual Membership	475.00
Total WYOMING ASSN OF RURAL WATER (598):		475.00
WYOMING MACHINERY CO.	Plow nuts	177.68
WYOMING MACHINERY CO.	Plow bolts	120.16
Total WYOMING MACHINERY CO. (610):		297.84
WYOMING RENTS LLC	Man lift for installation of cameras at public work	758.00
Total WYOMING RENTS LLC (782):		758.00
WYOMING RETIREMENT SYSTEM	Firemen Retirement	600.00
Total WYOMING RETIREMENT SYSTEM (614):		600.00
Grand Totals:		1,693,078.

## Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0