

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

DG REARDON, Chairman
RUSTY BELL
BOB MAUL
DEL SHELSTAD
COLLEEN FABER

MARCH 3, 2020

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
-

VOUCHERS

- B. Vouchers

PUBLIC COMMENT

- C. 9:05 For the Good of the County*

OPEN GOVERNMENT

- D. 9:15 County Information

REGULAR BUSINESS

- | | |
|---|-------------------------|
| E. 9:20 Agreement for Transfer of Entitlements, Airport | Jay Lundell |
| F. 9:25 Airport Marketing Grant Application | Shelly Besel |
| G. 9:30 Recycle Center Permit Application | Matt Olsen |
| H. 9:35 WY Urban & Community Forestry Program | Kevin Geer/Roy Holdeman |
| I. 9:40 Congestion Mitigation & Air Quality Bid Award | Kevin Geis |
| J. 9:45 Amended BLM BFO Resource Management Plan MOU | Carol Seeger |
| K. 9:50 Lone Tree Academics Contract Amendment | Carol Seeger |
| L. 9:55 Motor Vehicle Lease Agreement | Carol Seeger |
| M. 10:00 Addendum to Shuttle Lease Agreement | Carol Seeger |
| N. 10:05 Resolution Authorizing Second Loan Opportunities | Carol Seeger |

ADJOURN

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Consent Agenda

MINUTES

Board of Commissioners Legislators Meeting, February 13, 2020

Board of Commissioners Parks and Recreation Board, February 14, 2020

Board of Commissioners Regular Meeting, February 18, 2020

Board of Commissioners Fair Board Meeting, February 18, 2020

Correction to the January 21, 2020 Regular Meeting minutes changing Carol Seeger, Deputy County Attorney to Commissioners Administrative Director.

PAYROLL PAYMENTS

February 8, 2020

CANCELLATION/REBATE OF TAXES

#4075-4076

CAPITAL REQUESTS

Attorney's Office – To purchase four (4) Fujitsu fi-7160 document scanners with the amount of \$3,436 transferred from 825.7241 to 860.7211.

Public Works Facilities – Requesting to reallocate the leftover funds from the purchase of the Scissor Lift for the increasing amount needed to purchase the budgeted Skid Steer and Broom Attachment from account 875.7238.

LINE ITEM TRANSFERS

Clerk of District Court

Transfer \$150 from 111.6517.3 Conference Seminar to 111.6283 Meals & Lodging

Transfer \$1,000 from 111.6322.1 Murder Jury to 111.6283 Meals & Lodging

Human Resources

Transfer \$15,000 from 161.6717.2 Staff Development to 161.6145 Consulting-General

Public Health

Transfer \$2,600 from 502.6053 Telephone to 502.7238 Miscellaneous Equipment

Transfer \$2,000 from 502.6517.2 Staff Development to 502.7238 Miscellaneous Equipment

Public Works

Transfer \$700 from 081.6752 Tires & Chains to 081.6751 Vehicle Parts (Not Capital)

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Early Childhood Instructor

Library Board – Youth Services Specialist

Parks & Recreation – Recreation Program Supervisor

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

SICK LEAVE TRANSFERS

Request transfer of (40) hours from Employee #537254 to Employee #626062
Request transfer of (40) hours from Employee #537537 to Employee #626062
Request transfer of (20) hours from Employee #539321 to Employee #652623
Request transfer of (40) hours from Employee #568481 to Employee #626062

VEHICLE TRANSFER

Transferring a 2014 Dodge Ram 1500 truck from Campbell County to Niobrara County
Emergency Management.

HAND WARRANTS

Campbell County Clerk Tax Account	\$299,005.23
	AMOUNT
Campbell County Parks & Recreation Activity Fund	33.00
Campco Federal Credit Union	276.01
Campbell County Treasurer-FLX/HSA	44,846.98
Great West Trust Company	37,083.66
Wyoming Child Support	1,688.38

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

The following page(s) contain the backup material for Agenda Item: [Consent Agenda](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Office of County Commissioners
February 13, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Campbell County Legislators Thursday, February 13, 2020 at 6:30 PM in Cheyenne, WY.

Present were DG Reardon, Rusty Bell, Bob Maul, Del Shelstad, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Kendra Anderson, Deputy County Clerk and Ivy McGowan-Castleberry, Public Information Coordinator.

Chairman Reardon called the meeting to order at 6:30 PM.

Discussion was held on the Fiscal Year 2020 legislative session.

There being no further business to come before the Board the meeting was adjourned at 8:45 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
February 18, 2020
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, February 18, 2020. Chairman Reardon called the meeting to order at 9:00 AM. Pastor Phil Jones led in prayer and Chairman Reardon led the Pledge of Allegiance.

Present were DG Reardon, Rusty Bell, Del Shelstad, Bob Maul, Collen Faber, Commissioners; Susan F. Saunders, County Clerk and Jenny Staeben, Deputy County Attorney. Carol Seeger, Commissioners Administrative Director was absent from the meeting.

The following consent agenda was presented:

MINUTES:

Board of Commissioners Fire Board Meeting, January 22, 2020
Board of Commissioners Legislators Meeting, February 1, 2020
Board of Commissioners Directors Workshop, February 3, 2020
Board of Commissioners Regular Meeting, February 4, 2020
Board of Commissioners Executive Session, February 4, 2020

MONTHLY REPORTS:

Clerk's Office – January 2020
Clerk of District Court – January 2020
Sheriff's Office – January 2020
Sheriff's Office, Detention – January 2020
Treasurer's Office – January 2020

PAYROLL PAYMENTS:

January 25, 2020
January 31, 2020

CANCELLATION/REBATE OF TAXES:

#4072 – 4074

AGREEMENTS:

Purchase of a Kyocera TA 3553 Copier in the amount of \$8,149 and Maintenance Agreement between Rocky Mountain Business Equipment and Campbell County Adult Treatment Courts by way of Board of Commissioners

CAPITAL REQUESTS:

Fleet Management – Purchase a replacement patrol vehicle, 2020 Dodge Durango, for the Sheriff's Office in the amount of \$47,354 from account 026.7192
Parks & Recreation – Repair a leak in the Condensing Tower and replace the R22 refrigerant at the Campbell County Ice Arena with leftover funds from the Tennis Court Project in the amount of \$12,000 from account 083.7272.07
Rockpile Museum – Purchase two Epson V850 scanners and requesting an additional \$283.93 from account 860.7211

CREDIT CARD REQUESTS:

Commissioners Office – Colleen Faber, Credit Limit \$5,000
Emergency Management – Jerry Fitzner, Credit Limit \$3,000
Fair Board – Elizabeth Edwards, Credit Limit \$10,000

LINE ITEM TRANSFERS:

Commissioners Office - Transfer \$130 from 013.6091 Public Relations/Promotions to 013.6101 Periodicals

Extension Office - Transfer \$632.50 from 102.6517.2 Staff Development to 102.7342 Program Support; transfer \$250 from 102.6517.4 Travel & Transportation to 102.7342 Program Support; transfer \$63.08 from 102.6517.5 Meals & Lodging to 102.7342 Program Support; transfer \$150 from 103.6517.5 Meals & Lodging to 103.6281 Automobile; transfer \$400 from 106.6283 Meals & Lodging to 106.7488 Program Support

Public Works - Transfer \$25,000 from 083.7276.02 CCJPF B Parking Lot to 6777.03 CCJPF B Maintenance

MOBILE COMPUTING DEVICE REQUESTS:

Deputy Emergency Management Coordinator – Jerry Fitzner

OFFICIAL BOND & OATH:

Pinnacle Heights Improvement & Service District – Anita Czapeczka

POSITION VACANCY JUSTIFICATIONS:

CAM-PLEX – Event Technician

Children’s Developmental Services – Speech Pathologist

Sheriff’s Office – Administrative Assistant I-II-III

SICK LEAVE TRANSFERS:

Transfer of 40 hours from Employee #100167 to #652623

Transfer of 40 hours from Employee #100992 to #626062

SOCIAL MEDIA REQUESTS:

Emergency Management – Jerry Fitzner, Deputy Emergency Management Coordinator

HAND WARRANTS:

Campbell County Clerk Tax Account	\$312,114.78
Campbell County Parks & Recreation Activity Fund	33.00
Campbell County Treasurer – HSA/FLX	4,008.64
Campco Federal Credit Union	276.01
Great West Trust Company	36,743.66
Wyoming Child Support	1,359.62
Campbell County Clerk Tax Account	18,825.05
Campco Federal Credit Union	950.00
Campbell County Treasurer – HSA/FLX	10,537.49
Great West Trust Company	2,605.00
Wyoming Attorney General – Criminal Investigation	39.00
State of Wyoming – Department of Revenue & Taxation	80.98

Commissioner Bell moved to approve all items of the Consent Agenda as presented.

Commissioner Maul seconded the motion. All Voted-Aye. Carried.

No public comment was provided.

Commissioner Shelstad commented on a newspaper article published in the Gillette News Record.

Phil Harvey, IT Director, was presented with the MVP Award.

Commissioner Bell moved to approve the data conversion costs to convert data for the Fire Department, CAM-PLEX and Weed & Pest into the Tyler Software System and the execution of all necessary documents needed to memorialize approval, as presented. Commissioner Shelstad seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Memorandum of Understanding between Campbell County and Energy Addicts for the use of a tract of land owned by the County located within land commonly known as the Centennial Section, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Maul moved to approve the request from Personal Frontiers Inc. to reallocate the \$2,900 designated for CARF Accreditation to be utilized for the purchase of computers for the office staff, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Sole Source Purchase Requests for the Campbell County Emergency Management to purchase a Digital Alert System DASEOC-M100R in the amount of \$8,764 from The Sales Group and the purchase and installation of two CradlePoints in the amount of \$3,034.96 from RCN Technologies. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to approve submission of the FY 2021 Highway Safety Selective Traffic Enforcement Grant Application with the Wyoming Department of Transportation on behalf of Campbell County Sheriff's Office for costs for additional patrolling during targeted time periods in the amount of \$14,317.54, as presented. Commissioner Maul seconded the motion. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the implementation of the pay structure and rates for the Campbell County Sheriff's Department beginning on February 24, 2020, as presented and recommended by Segal Waters Compensation Study Report and the Campbell County Human Resources Office. Commissioner Maul seconded the motion. All Voted-Aye. Carried.

Commissioner Bell moved to put the proposed Cable Franchise Agreement between Campbell County and Spectrum/Charter Communications out for public comment, with written comments due by 5:00 PM on March 13, 2020 and set a public hearing on March 17, 2020 at 10:15 AM to hear all comments, as presented. Commissioner Faber seconded the motion. All Voted-Aye. Carried.

Commissioner Shelstad moved to approve the Agreement for Payment of Ad Valorem Tax between Campbell County and Navajo Transitional Energy Company, as presented. Commissioner Bell seconded the motion. All Voted-Aye. Carried.

Christina Rose, with Campbell County Health Wellness, provided a County Wellness Program Update.

Commissioner Shelstad left the meeting at 10:20 AM.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 10:25 AM. The next regular meeting of the Commissioners will be held Tuesday, March 3, 2020, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

In accordance with W.S. 18-3-516(f) the required County Notices of Publication are available on the County's Website at: www.ccgov.net

Office of County Commissioners
February 18, 2020
Gillette, WY

The Campbell County Board of Commissioners attended the Fair Board meeting, Tuesday, February 18, 2020 at 6:00 PM.

Present were DG Reardon, Bob Maul, Colleen Faber, Commissioners and Susan F. Saunders, County Clerk. Carol Seeger, Commissioners Administrative Director and Commissioners Del Shelstad and Rusty Bell were absent from the meeting.

Discussion was held on budget preparation for Fiscal Year 2020-2021.

An update was provided on events for the 100 Year Fair Celebration.

The Commissioners invited the Fair Board to attend the Spring Board Training, hosted by the City of Gillette.

There being no further business to come before the Board, the Commissioners left the meeting at 6:30 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

Office of County Commissioners
February 24, 2020
Gillette, WY

The Campbell County Board of Commissioners met with the Parks and Recreation Board Monday, February 24, 2020 at 4:00 PM.

Present were DG Reardon, Bob Maul, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk and Carol Seeger, Commissioners Administrative Director. Commissioners Rusty Bell and Del Shelstad were absent from the meeting.

Discussion was held on the possibility of Energy Addicts putting in a parking lot at the land commonly known as the Centennial Section.

Discussion was held on the upcoming FY 2020-2021 budget.

Discussion was held on the condition of the pool deck flooring.

The Commissioners invited the Parks and Recreation Board to attend the Spring Board Training, hosted by the City of Gillette.

There being no further business to come before the Board, the Commissioners left the meeting at 5:20 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

DG Reardon, Chairman
Board of County Commissioners

PAYROLL PAYMENT

FOR THE PAY PERIOD (S) ENDING

February 8, 2020

_____, _____
_____, _____

We do hereby approve the County Payroll as presented this 3rd day of March, 2020

Member

Member

Member

Member

Chairman

PETITION FOR REBATE/CANCELLATION OF TAXES

2/20/20
date processed

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4075

NAME: GARCIA DIAZ GERARDO &

NOTICE ISSUED FOR:

NOVC#

OTHER: MOBILE HOME DESTROYED

PARTIAL

REBATE

CANCELLATION

YEAR 2019

TAX NOTICE NO. 8768

DISTRICT NO. 141

ASSESSED VALUATION: 354

AMOUNT:\$ 21.22

Jorge A. Clemente **COUNTY ASSESSOR**

APPROVED: _____ **DENIED:** _____

THIS _____ **DAY OF** _____, **20** _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, **20** _____

_____ **COUNTY CLERK**

2-20-2020
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 4076

NAME: DIRTY DOG SALON (THE)

NOTICE ISSUED FOR:

NOVC#

OTHER: OUT OF BUSINESS

PARTIAL

REBATE

CANCELLATION

YEAR 2019

TAX NOTICE NO. 1387

DISTRICT NO. 100

ASSESSED VALUATION: 647

AMOUNT:\$ 38.76

Troy A. Clements COUNTY ASSESSOR

APPROVED: _____ DENIED: _____

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

CAMPBELL COUNTY
Request for Change of Capital Purchase (2019-2020)

Agency Requesting Change: Campbell County Attorney's Office

Description of Original Purchase Item: We need 4 additional scanners for scanning documents into the new case management system. The plan was to budget for them in the 2020-2021 budget process with an estimated cost of \$956.41 each. The Tyler project is purchasing the same scanners that we would be requesting this budget year with a cost of \$859.00 each. There would be a 97.41 savings on each scanner if purchased this budget year using the Tyler quote.

Description of New Purchase Item: 4---Fujitsu fi-7160 document scanners

Account Number: 825.7241 transferred to the IT budget 860.7211

Reason for Change: There are several people that do not have scanners at their desks to perform their job duties with our new case management system. Also, there would be a savings to the County.

Do you intend to purchase the original capital item later this fiscal year? ___ yes X no

(The Maintenance from January 2020 to Jun 2020 for our case management system has been waived so this is the money we would be requesting to use for the purchase of the scanners.)

If yes, how do you plan to fund the purchase? _____



Signature of Department Head

2/20/20

Date

Approved _____ Disapproved _____

County Commissioner

Date

Reason for Disapproval _____

ROUTING:
Originating Department: Complete and submit to Commissioners
Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File

MEMORANDUM

TO: Campbell County Board of Commissioners
FROM: Bill Beastrom, Facilities Manager
DATE: Feb 25, 2020
SUBJECT: Skid Steer and Broom Attachment – Capital Outlay

Public Works Capital Outlay purchases were approved for this budget year in the account 875.7238. A Scissor Lift, Skid Steer and a broom attachment were budgeted into this account.

- Skid Steer- \$50,000
- Scissor Lift-\$30,000
- Broom Attachment-\$5000

We purchased a Scissor lift for \$24,857 and budgeted \$30,000.

We received bids for a Skid Steer at \$50,897.

We are estimating the Broom attachment will be more than what we budgeted.

Public Works Facilities is recommending that the approved capital outlay for FY19/20 be modified as shown below. This will result in no change to the approved budget for FY19/20.

- Increase Skid Steer purchase to \$51,000.00
- Increase the Broom Attachment purchase to \$9,143.00
- Decrease Scissor Lift purchase to \$24,857



OFFICE
 500 South Gillette Avenue
 Suite 1100
 Gillette, Wyoming 82716
 (307) 682-7283
 (307) 687-6325 FAX
 www.ccgov.net

TO: Board of Commissioners
FROM:
DATE:
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
150 ⁰⁰	111. 6517.3	Conference Seminar	111. 6283	Meals + Lodging
1000	111. 6322.1	Murder Jury	111. 6283	Meals + Lodging

Explanation:

Went over budget for meeting because of Jury Training in Dec.
 Transferring money to meals + Lodging for the summer Clerk of District Court meeting in Cody

Cheer Cristwood 2/24/2020



OFFICE
 500 South Gillette Avenue
 Suite 1100
 Gillette, Wyoming 82716
 (307) 682-7283
 (307) 687-6325 FAX
 www.ccgov.net

Re 2/27/2020

TO: Board of Commissioners
FROM: Brandy Elder HR/Risk Management Director
DATE: February 27, 2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$15,000.00	161.6717.2	Staff Development	161.6145	Consulting - General

Explanation:

Transfers are being requested to avoid budget overruns which require budget release prior to purchase orders being approved. In order to avoid unnecessary administrative work during a time (June) when there might not be a director in place to approve these release requests, I am requesting the transfers in advance of the need. The General Consulting account will have a balance of \$18,000+ after these transfers. The balance in the Consulting account is due to this discontinuance of Wyoming Business Coalition on Health (WyBCH) membership.



OFFICE

500 South Gillette Avenue
 Suite 1100
 Gillette, Wyoming 82716
 (307) 682-7283
 (307) 687-6325 FAX
 www.ccgov.net

TO: Board of Commissioners
FROM: Jane Glaser
DATE: 2/06/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:502			Transfer To:502	
Amount	Account #	Account Name	Account #	Account Name
2600.00	6053	Telephone	7238	Miscellaneous Equipment
2000.00	6517.2	Staff Development	7238	Miscellaneous Equipment

Explanation: Randy is ordering tables with outlets for EOC. His Miscellaneous Equipment line item does not have enough and he will not be using all the funds in Telephone and Staff Development.



OFFICE
 500 South Gillette Avenue
 Suite 1100
 Gillette, Wyoming 82716
 (307) 682-7283
 (307) 687-6325 FAX
 www.ccgov.net

TO: Board of Commissioners
FROM: Wendy Balo
DATE: 02/20/2020
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

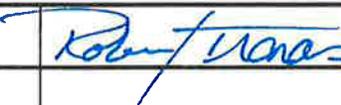
Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$700.00	081.6752	Tires & Chains	081.6751	Vehicle Parts (Not Capital)

Explanation: A transfer case went out in one of the Building Inspectors vehicles

2020-017
017

POSITION VACANCY JUSTIFICATION

Department:	CDS – CC	Date:	2/24/2020		
Position Title: Early Childhood Instructor					
Classification Band:	58	Current Salary:	\$50,406.00		
Salary Range:					
Minimum:	\$47,091.00	Mid-Point:	\$56,514.00	Maximum:	\$65,936.00
Position Justification:					
Termed incumbent: [REDACTED]					
Position Originated:					

Funding Source for Position:	County	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	State		WIC Program
	Federal			Other		(Please explain)
Classification:	Full Time	<input checked="" type="checkbox"/>	Part Time		Number of Hours	2080
	Exempt	<input checked="" type="checkbox"/>	Non-Exempt			
Reason for Vacancy:	Replacing Termination		<input checked="" type="checkbox"/>	New Position		
Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No		If No, Please explain:	
Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No		Please explain:	
Department Head Signature:						
Commissioner Approval:						

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.

S:\Hiring Process\County vacancy forms\EarlyChildhoodInstructor.docx


2/25/2020

POSITION VACANCY JUSTIFICATION

2020-016

Department:	Library Board	Date:	2/13/20		
Position Title: Youth Services Specialist					
Classification Band:	23	Current Salary:	\$20.68		
Salary Range: 52					
Minimum:	\$19.52	Mid-Point:	\$23.43	Maximum:	\$27.34
Position Justification: This position is essential for meeting community demand for youth services. It includes developing and presenting literature-based programs, summer reading, and reader's advisory. Supervision of youth, reference help, and guidance in the use of on-line databases are critically needed.					
Termed incumbent: [REDACTED]					
Position Originated:					
Funding Source for Position:	County	<input checked="" type="checkbox"/>	State	<input type="checkbox"/>	<input type="checkbox"/>
	Federal	<input type="checkbox"/>	Other	<input type="checkbox"/>	(Please explain)
Classification:	Full Time	<input type="checkbox"/>	Part Time	<input checked="" type="checkbox"/>	Number of Hours: 20
	Exempt	<input type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
Reason for Vacancy:	Resigned	<input checked="" type="checkbox"/>	Terminated	<input type="checkbox"/>	New Hire <input type="checkbox"/>
	Exempt	<input type="checkbox"/>	Non-Exempt	<input type="checkbox"/>	Promotion <input type="checkbox"/>
Existing Budgeted Position:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If No, Please explain:
Benefit Eligible:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Please explain:
Department Head Signature:	<i>Cristi Lesly</i> 2/13/20				
Commissioner Approval:	<i>[Signature]</i>				

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.

[Signature]
2/14/2020

Position Vacancy Justification

2020-015

Department:	Campbell County Parks & Recreation Department			Date:	2/21/2020
Position Title:	Recreation Program Supervisor				
Classification Band / Range:	27/61	Current Salary of Incumbent:		\$ 50,731.20	
Salary Range:	Min \$ 50,731.20	Mid \$ 60,881.60	Max \$ 71,011.20		
Justification for Hiring Position:	To perform administrative and supervisory work, directing all phases of assigned recreation programs and special events. To provide a total recreation program that will serve and meet the needs of the community through both active and passive activities. Plan, organize, schedule and supervise a variety of programs, activities, and specials events; market and schedule the programs or events. Hire, train, schedule, supervise and evaluate numerous part-time and seasonal staff; recruit, train, monitor, schedule and evaluate officials and coaches for sports programs; train, monitor and evaluate staff.				
Termed Incumbent:	[REDACTED]				
Position Originated:	In Budget				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time Yes	Part-Time No	Number of Annual Hours:		2,080
Reason for Vacancy:	Replacement due to Termination: Resigned		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	<i>Rich Mansour</i> 2-20-2020				
Commissioner Approval & Date:					

Be 2/25/2020

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: Public Works

Receiving Department: Public Works

DATE: 2-18-20

Please consider this request to transfer up to 40 hours of accrued sick leave. No single donation should exceed 40 hrs.

This request is # _____ of # _____. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: _____ Through: _____

Anticipated return: _____

From: 537254
Employee Number

To: 626062
Employee Number

K-C Kij
Department Head Approval

K-C Kij
Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

- Currently an FMLA Qualifying Leave
- Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

[Signature]
2/19/2020

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: PUBLIC WORKS Receiving Department: PUBLIC WORKS

DATE: 18 FEB 2020

Please consider this request to transfer up to 40 hours of accrued sick leave. No single donation should exceed 40 hrs.

This request is # _____ of # _____. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: _____ Through: _____

Anticipated return: _____

From: 537537
Employee Number

To: 626062
Employee Number

Kick
Department Head Approval

Kick
Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

- Currently an FMLA Qualifying Leave
- Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

2/19/2020

SICK LEAVE TRANSFER REQUEST FORM

TO: Campbell County Board of Commissioners

Donating Department: HR

Receiving Department: Public Works

DATE: 2.27.2020

Please consider this request to transfer up to 40 hours of accrued sick leave. No single donation should exceed 40 hrs.

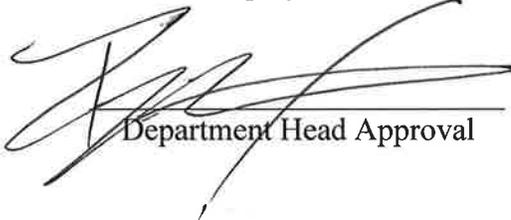
This request is # 1 of # 1. (Numbers should indicate order of use as well as total submission.)

Dates of absence: Beginning: _____ Through: _____

Anticipated return: _____

From: 568481
Employee Number

To: 626062
Employee Number


Department Head Approval


Department Head Approval

FURTHER INFORMATION: (Please check applicable boxes)

- Currently an FMLA Qualifying Leave
- Was an FMLA Qualifying Leave

Refer to Personnel Guideline #403 Sick Leave for details regarding Sick Leave Transfers.

For Commission Office Use Only:

Date - Board of Commissioner Action: _____

Approved _____ Disapproved _____ Pending _____

Routing: Origination Department: Complete & print form obtain applicable signatures forward to HR; HR Department: Review & approve, make copy for file and copy to return to department indicating the date of Commissioner meeting, forward original to Commissioners for inclusion on consent agenda; Commissioners: include on consent agenda, after Commissioner action file original; Payroll: After approval record transfer from Commissioners meeting minutes; Origination Department: Check outcome from Commissioners meeting minutes.

Revised: 11-12-2014 https://campbellcountywy-my.sharepoint.com/personal/mak16_ccgov_net/Documents/Documents/Mel's working projects/Sick Leave Transfer Request_201412051238076894.docx

BE 2/27/2020



OFFICE
500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Robert Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Anthony Langone, Fleet Manager *AL*

RE: Vehicle Transfer

Last year Niobrara County reached out to see if we had any usable vehicles we could possibly donate to the Niobrara County Emergency Management Coordinator. At that time we did not have a vehicles that fit what their needs were. This year as we are transferring to our new vehicle we have identified a 2014 Dodge pick-up that will fit their needs. This vehicle has most emergency equipment removed as red and blue lighting cannot be used.

I would ask to transfer this former Sheriff's unit to Niobrara County Emergency Management Coordinator rather than send this pick-up to auction in 2020.

NIOBRARA COUNTY EMERGENCY MANAGEMENT

JAMES SANTISTEVAN

PO BOX 462

LUSK, WY 82225

CELL: 307.340.0893

January 4, 2020

To Whom It May Concern,

My name is James Santistevan and I am the Emergency Management Coordinator for Niobrara County. I'm asking for a vehicle for my department. The vehicle I have now is starting to cost more to fix than what is it worth. I would greatly appreciate any help you could provide. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "James Santistevan". The signature is fluid and cursive, with a large loop at the end.

James Santistevan
Niobrara County Emergency Management Coordinator
Email: niobraracountyema@gmail.com

ASSIGNMENT OF INTEREST and RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That Campbell County Government, by and through its Board of County Commissioners, 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716, does hereby grant, transfer and convey unto Niobrara County Emergency Management in Lusk WY, all of its rights, title and interest in and to the following described goods and chattels:

Vehicle Make / Model
2014 Dodge Ram 1500
VIN # 1C6RR7XT3ES194449

To have and to hold the above described goods and chattels for its own use forever.

The goods and chattels conveyed herein are transferred “as is” and “where is” with no warranties, express or implied and disclaims any warranty of merchantability or fitness for a particular purpose.

DATED THIS Day: 3rd of March 2020.

CAMPBELL COUNTY, WYOMING

BY: _____
D.G. Reardon, Chairman

By signing below, I acknowledge receipt of the above referenced motor vehicle in “as is” condition and release and waive Campbell County, Wyoming, from any cost or liability with regard to the motor vehicle by

Name of Recipient

Dated: _____

ASSIGNMENT OF INTEREST and RELEASE

KNOW ALL MEN BY THESE PRESENTS:

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Vehicle Make / Model
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VIN # 1C6RR7XT3ES194449

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DATED THIS Day: 3rd of March 2020.

CAMPBELL COUNTY, WYOMING

BY: _____
D.G. Reardon, Chairman

By signing below, I acknowledge receipt of the above referenced motor vehicle in “as is” condition and release and waive Campbell County, Wyoming, from any cost or liability with regard to the motor vehicle by

Name of Recipient

Dated: _____

The following page(s) contain the backup material for Agenda Item: [9:20 Agreement for Transfer of Entitlements, Airport](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

February 10, 2020

Mr. Daniel J. Reardon, Chairman
Campbell County Board of Commissioners
500 S. Gillette Avenue, Suite 1100
Gillette, WY 82716

Mr. Greg Shreurs, President
Gillette-Campbell County Airport Board
2000 Airport Road, Suite 108
Gillette, WY 82716

Dear Commissioner Reardon and Mr. Shreurs:

Enclosed are four copies of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements." This agreement will transfer \$1,000,000 of fiscal year 2020 AIP funds from Gillette-Campbell County Airport to Southwest Wyoming Regional Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please return two copies to this office. The other copies are for your records.

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosures:

FAA Form 5100-110 Request for FAA Approval of Agreement for Transfer of Entitlements



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Campbell, Wyoming and the Gillette-Campbell County Airport Board

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Gillette-Campbell County Airport (GCC)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
PN	2020	\$1,000,000
		\$
		\$
		\$
Total		\$1,000,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

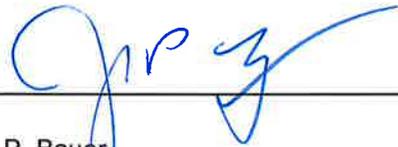
Name of Airport (and LOCID) Receiving Transferred Entitlements: Southwest Wyoming Regional Airport (RKS)

Name of Receiving Airport's Sponsor: City of Rock Springs and County of Sweetwater, Wyoming and the Southwest Wyoming Regional Airport Board

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2020 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature:  _____

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: FEB 10 2020

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of February, 2020
Name of Sponsor: Gillette-Campbell County Airport Board
~~County of Campbell, Wyoming~~
Name of Sponsor's Authorized Official: Luke Maljurek
Title of Sponsor's Authorized Official: Vice President Airport Board
Signature of Sponsor's Authorized Official: Luke Maljurek

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this ____ day of _____.

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____,

County of Campbell, Wyoming

Name of Sponsor: ~~Gillette-Campbell County Airport Board~~ _____

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this ____ day of _____,

Signature of Sponsor's Attorney: _____

The following page(s) contain the backup material for Agenda Item: [9:25 Airport Marketing Grant Application](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

CAMPBELL COUNTY BOARD OF COMMISSIONERS GRANT APPLICATION APPROVAL CHECKLIST

GRANT NAME: Airport Marketing

PARTIES: State of Wyoming Aeronautics Commission and Campbell County

**DOLLAR AMOUNT/
MATCH REQUIREMENT:** Total Grant \$ 13,600 (50/50 Match)
\$6,800.00 from Airport
\$6,800.00 request from Aeronautics Commission

EFFECTIVE DATES: Ending June 30, 2020

Marketing funds for the Campbell County Airport.

PURPOSE:

Grants Review: Beth Roeb (Signature) 2/26/20 (Date)

Board Approval Scheduled: 3/3/20 (Meeting Date) **Board Approved:** _____ (Date)

**NOTES,
CHANGES
NEEDED, ETC.:**

Rec'd 2/26/20.

2000 Airport Road, Suite 108
Gillette, WY 82716



Office (307) 686-1042
Fax (307) 686-1471

MEMO

To: Campbell County Board of Commissioner's

From: Shelly Besel, Senior Administrative Assistant, North East Wyoming Regional Airport 

Subject: Airport Marketing Grant Application Request

Date: February 26, 2020

The State of Wyoming, Aeronautics Commission recently underwent a software upgrade resulting in the elimination of the Grant Application form the airport had previously utilized. Please let this memo serve as a request to apply for a \$13,600.00 Marketing and Promotions grant This grant is funded at a 50% rate by the State of Wyoming, Aeronautics Commission and requires a 50% local match. This will require \$6,800.00 to be utilized for the matching funds from the Airport's Operational Budget. This grant will commence immediately following the complete expenditure of the current Marketing Grant running through June 30, 2020. This grant has been included in our budget.

Thank you!

cc: Jay Lundell
Beth Raab

The following page(s) contain the backup material for Agenda Item: [9:30 Recycle Center Permit Application](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



PERMIT RENEWAL APPLICATION
Campbell County Transfer Station



Campbell County Department of Public Works
Project No. 75861
SHWD File No.: 50.127

February 2020



**PERMIT RENEWAL
APPLICATION
Campbell County Transfer
Station**

prepared for

**Campbell County Department of Public Works
Campbell County Landfill Miscellaneous Services
Campbell County, Wyoming**

Project No. 75861

February 2020

prepared by

**Burns & McDonnell Engineering Company, Inc.
Centennial, CO**

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INDEX AND CERTIFICATION

Campbell County Department of Public Works
PERMIT RENEWAL APPLICATION
Campbell County Transfer Station
Project No. 75861

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- Table 2-2: Summary of CARE Recyclables Received, July 2018 -December 2019
- Table 2-3: Summary of Household Hazardous Waste Received, July 2018 – June 2019

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- Figure 2-1: Vicinity Map
- Figure 2-2: Overall Plot Plan
- Figure 2-3: Facility Plot Plan

LIST OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Term/Phrase/Name</u>
Burns & McDonnell	Burns & McDonnell Engineering Company, Inc.
CARE	Campbell County Amalgamated Recycling Enterprise
FEMA	Federal Emergency Management Agency
FIRM	FEMA Flood Insurance Rate Map
HHW	Household Hazardous Waste
LH/LV	Low Hazard/Low Volume
MRF	Material Recovery Facility
No.	Number
SHWD	Solid & Hazardous Waste Division
SWRR	WDEQ Solid Waste Rules and Regulations
U.S.	United States
WDEQ	Wyoming Department of Environmental Quality

1.0 PERMIT APPLICATION REQUIREMENTS

On behalf of Campbell County, Wyoming, Burns & McDonnell Engineering Company, Inc. has prepared this permit renewal application for the Campbell County Amalgamated Recycling Enterprise (CARE). CARE is an existing transfer, treatment, and storage facility (hereafter referred to as the “transfer station”) that is owned and operated by Campbell County. CARE is located at Landfill No. 1 whose street address is 909 Westover Road, Gillette, Wyoming 82716. This application has been prepared in accordance with the requirements as set forth in Chapter 6 of the Wyoming Department of Environmental Quality (WDEQ) Solid Waste Rules and Regulations (SWRR) (WDEQ, 2019).

The previous permit application (Burns & McDonnell, 2012) was for a full-sized fixed facility transfer station. It was submitted in May 2012 and approved by WDEQ. This application has been prepared to renew the transfer station’s permit and revise its classification to a Low Hazard/Low Volume (LH/LV) Facility. Because of this modification, the 2012 permit document was significantly revised, and its contents reduced to only include that information required for a LH/LV Facility.

1.1 Application Form

The double-sided application form provided by WDEQ is located in Appendix A. As required by Section 2.b of Chapter 6 of the SWRR, the application form has been signed and dated by the applicant, who is the same as the landowner and lien holder. The signature was notarized. The signatory is the Chairman of the Board of Commissioners for Campbell County.

Because this facility is a LH/LV Facility as defined by Chapter 1 Section b.li of the SWRR, the application form was not signed, dated, and stamped by a Professional Engineer or Professional Geologist registered in the State of Wyoming.

1.2 Low Hazard/Low Volume

The transfer station is defined as a LH/LV Facility as per Chapter 1 of the SWRR. Therefore, this permit application includes the following information as required by the SWRR:

- The double-sided permit application form (provided in Appendix A),
- A vicinity map that identifies the location of the transfer station (provided as Figure 2-1),
- A brief narrative of the transfer station (provided in Section 2), and
- A demonstration that the transfer station meets the location standards given in Chapter 6 of the SWRR (provided in Section 3).

Recordkeeping (Section 8), reporting (Section 9) and special waste standards (Section 13) are also provided in this application. Because the transfer station is municipally operated and a LH/LV facility, the other submittal requirements of Chapter 6 of the SWRR are not required, and therefore not included, with this permit application.

1.3 Renewal Applications

The previous permit application for the transfer station was submitted in May 2012 and was approved by WDEQ. The previous submittal defined the transfer station as a Full-Size Fixed Transfer, Treatment, and Storage Facility. Due to the nature and quantity of material accepted at the facility today, Campbell County respectfully requests that the transfer station be re-defined as a Low Hazard/Low Volume Facility. All necessary information to describe this change and fulfill the requirements of Chapters 1 and 6 of the SWRR are included in the following sections and appendices.

2.0 GENERAL FACILITY INFORMATION

2.1 General Facility Description

The transfer station is a 7-acre site located in the City of Gillette, Wyoming at Campbell County's Landfill No. 1 (see the vicinity map provided as Figure 2-1). The service area for the transfer station encompasses all of Campbell County and also may include the following counties in northeast Wyoming: Converse, Crook, Johnson, Natrona, Niobrara, Sheridan and Weston Counties.

The materials currently being handled include household hazardous wastes (HHW) and recyclable materials and ash from stoves and fireplaces. A full list of waste types that are accepted at the transfer station are included in Table 2-1.

The transfer station receives recyclables from public drop-offs and the City of Gillette curbside blue bag program. Recyclables are picked up by various private contractors and are either transported directly to markets or to the Rapid City, South Dakota material recovery facility (MRF).

Figure 2-2 is an overall plot plan of Landfill No. 1 and the LH/LV facility. Recyclables are brought by patrons through one of the two main entrances at the transfer station and taken to the Recycle Building, where they are sorted appropriately. Materials are then transported to the Baling Facility to be baled and then stored in the Recycle Storage Building until they are removed by a private contractor. Traffic patterns for public dropping off materials and exiting the facility are shown on Figure 2-3. Monthly totals of recyclables collected at the transfer station are presented on Table 2-2. The transfer station accepts an approximate average of 72 tons of recyclables per month.

HHW is collected from public drop-offs and is stored at the transfer station (at the location indicated on Figure 2-3) for no longer than 30 days before it is transferred to the HHW facility at Campbell County Landfill No. 2. Collection events are conducted no more than quarterly. HHW storage at the LH/LV Facility consists of a HAZ-STOR™ storage building and three self-contained poly storage sheds. The HHW storage building has a maximum capacity of 2,040 gallons in small containers with a spill containment sump of 510 gallons. The three poly storage sheds each are used to store 55-gallon drums, with a spill containment sump of 75 gallons. The transfer station stores HHW such as oil-based paints, lighter fluid, pesticides and herbicides. A summary and quantities of HHW collected at the transfer station is presented in Table 2-3. Hazardous waste is removed from Landfill No. 2 by the following third party:

Clean Harbors Environmental Services
4721 Ironton Street, Unit B
Denver, Colorado 80239

Telephone: (303) 371-1100

Small quantities of used oil are accepted at the transfer station. Used oil is stored in a 385-gallon tank, which is pumped into a 6,000-gallon Con Vault tank. The Con Vault tank feeds to a used oil burner in the recycling center. A Krueger Therma Level Gauge will be installed on the Con Vault tank to ensure that no more than 5,000 gallons of used oil are stored at the transfer station at one time.

The transfer station is a transfer, treatment, storage, and processing facility that encompasses less than ten (10) acres, including a twenty-foot buffer zone, and accepts only non-putrescible municipal solid wastes (recyclables), HHW, and small quantities of ash from stoves and fireplaces. Access is controlled at the transfer station via fencing. Recyclables are collected for transfer to a nearby recycling facility and are sorted and baled on site. The transfer station never accepts or stores more than 5,000 gallons of used oil at one time. Car batteries and rechargeable batteries are accepted and stored on site, but no more than 500 batteries are stored at one time, and the batteries are stored in an upright position. Any leaking batteries are placed in overpack containers to collect the leakage.

HHW is collected during quarterly collection events at the transfer station and is transported to Landfill No. 2, which is a permitted HHW facility, within thirty (30) days of receipt. Less than 10 cubic yards of ash from stoves and fireplaces is accepted annually at the transfer station. No other solid waste, special waste, antifreeze, scrap tires, green waste, compost, electronic waste, or construction and demolition waste is accepted at the facility. Given the volume and type of material processed and stored at the transfer station, the facility meets the requirements for a Low Hazard or Low Volume Treatment, Processing, Storage and Transfer Facility as defined by Section 1.b.li of Chapter 6 of the SWRR. Therefore, Campbell County respectfully requests that the transfer station be defined as such.

2.2 Access Agreement

The owner of the transfer station authorizes WDEQ representatives, upon the presentation of credentials and other documents as may be required by law, to access and enter upon the operator's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of a permit, authorization or exemption; have access to and copy, at reasonable times, any records that must be kept under the conditions of any permit, authorization or exemption; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under the SWRR; and collect resource data, sample or monitor at reasonable times, for the purposes of ensuring compliance or as otherwise authorized by the appropriate rules and regulations of the WDEQ, any substances or parameters at any location.

3.0 LOCATION STANDARDS

3.1 General Standards

The transfer station is not in violation of the location standards set forth in Section 4 of Chapter 6 of the SWRR.

3.2 Local Zoning

The transfer station is zoned for I-2, Heavy Industry. The transfer station has been constructed and in use, so the transfer station does not conflict with any land use plans that have been adopted by the City of Gillette.

3.3 Floodplains

The transfer station is not located within the 100-year floodplain. The FEMA Flood Insurance Rate Map (FIRM) 56005C1442D designates the transfer station as being located in Zone X, which is an area determined to be outside of the 0.2 percent annual chance floodplain (500-year floodplain). The FEMA FIRM Map is presented in Appendix B.

3.4 Wetlands

According to the U.S. Fish and Wildlife Service National Wetlands Inventory, the transfer station is not located in a wetland. Therefore, no wetlands will be impacted by the transfer station. The applicable wetland documentation is presented in Appendix B.

3.5 Outdoor Waste Management

Section 4.e of Chapter 6 of the SWRR states that waste management activities shall not be conducted within 1,000 feet of:

- An occupied dwelling house, school, or hospital;
- An interstate or primary highway right of way; or
- A public park or recreation area.

The transfer station is located within 1,000 of an occupied residential development, Stocktrail Elementary School, and the right-of-way for Interstate 90. However, no waste management activities occur outdoors. All waste management activities occur inside buildings. These buildings are labeled and presented on Figures 2-2 and 2-3.

3.6 Wild and Scenic Rivers Act

In the State of Wyoming, the rivers designated for protection under the Wild and Scenic Rivers Act are located in the Rocky Mountains. Because Gillette is located in the northeast corner of the state, the transfer station will have no impact on any rivers designated for protection. A map of the National Wild and Scenic Rivers System is included in Appendix B.

3.7 National Historic Preservation Act

The transfer station is not located in an area that poses a threat to an irreplaceable historic or archeological site listed under the National Historic Preservation Act, or to a natural landmark designated by the National Park Service. A map of historic landmarks from the National Register of Historic Places that contains the city of Gillette is included in Appendix B. There are no historic landmarks located within the city limits.

3.8 Critical Habitat

The transfer station is not located within the critical habitat of a species listed under the Endangered Species Act. A map of Wyoming with all critical habitat areas for threatened and endangered species, developed by the U.S. Fish and Wildlife Service, is included in Appendix B.

3.9 Critical Winter Range

The City of Gillette, Wyoming is not located within the transmission corridors, winter concentration areas, connectivity areas, or core areas of the Sage-Grouse. The current map of Sage-Grouse core areas, developed by the Wyoming Game & Fish Department, is included in Appendix B.

The City of Gillette, Wyoming is not located within the critical winter range for any big game that are tracked by the Wyoming Migration Initiative. The current map of all critical winter ranges for big game, developed by the Wyoming Migration Initiative, is included in Appendix C.

3.10 Special Waste

The transfer station will not accept or process special waste as defined in Chapter 8 of the SWRR.

4.0 GEOLOGY, HYDROLOGY, AND HYDROGEOLOGY

In accordance with Section 2.c of Chapter 6 of the SWRR, information on the facility's geology, hydrology, and hydrogeology are not provided because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR.

5.0 DESIGN AND CONSTRUCTION STANDARDS

In accordance with Section 2.c of Chapter 6 of the SWRR, design and construction standards are not provided because the transfer station is a LH//LV Facility as defined by Chapter 1 of the SWRR.

6.0 OPERATING STANDARDS

In accordance with Section 2.c of Chapter 6 of the SWRR, operating standards are not provided because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR.

7.0 MONITORING STANDARDS

In accordance with Section 2.c of Chapter 6 of the SWRR, monitoring standards are not provided because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR.

8.0 RECORDKEEPING STANDARDS

As required by Chapter 6 of the SWRR, the following records will be maintained at the transfer station at all times:

- A copy of the final approved permit application for the transfer station, and
- A copy of the WDEQ approval letter for the permit application.

These records required to be kept through the life LH/LV Facility and will be available for inspection and copying by WDEQ upon request.

9.0 REPORTING STANDARDS

As required by Section 10.b of Chapter 6 of the SWRR, the following reporting requirements will be met by the transfer station:

- The transfer station's operator will report all fires and emergencies to WDEQ as soon as reasonably possible.
- A permit amendment application will be submitted to WDEQ prior to implementing any significant changes to the transfer station that result in non-compliance with the approved permit application and/or upon expiration of the current permit application. Renewal and amended applications will meet the requirements of Chapters 1 and 6 of the SWRR.
- Any additional reporting requested by WDEQ to demonstrate compliance with the SWRR will be submitted.

Environmental monitoring is not required, and thus cannot be reported, because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR.

10.0 CLOSURE STANDARDS

In accordance with Section 2.c of Chapter 6 of the SWRR, closure standards are not provided because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR and is a municipally operated facility.

11.0 FINANCIAL ASSURANCE STANDARDS

In accordance with Section 2.c of Chapter 6 of the SWRR, financial assurance standards are not provided because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR and is a municipally operated facility.

12.0 CORRECTIVE ACTION STANDARDS

In accordance with Section 2.c of Chapter 6 of the SWRR, corrective action standards are not provided because the transfer station is a LH/LV Facility as defined by Chapter 1 of the SWRR.

13.0 SPECIAL WASTE STANDARDS

The transfer station accepts no wastes that require special handling as presented in Chapter 8 of the SWRR. Only household hazardous wastes and recyclable materials are collected. A complete list of the materials accepted for disposal at the transfer station is presented in Table 2-1.

14.0 COMMERCIAL SOLID WASTE FACILITY STANDARDS

The requirements of Chapter 10 of the SWRR and Section 35-11-514 of the Wyoming Statutes are not applicable to the transfer station because it does not meet the definition of a commercial solid waste facility as defined by 35-11-103.d.iv of the Wyoming Statutes. The transfer station also does not accept more than a monthly average of 500 short tons per day of unprocessed household refuse or mixed household and industrial refuse for management or disposal.

15.0 ADDITIONAL INFORMATION

WDEQ has not requested that any additional information be submitted with this permit application to demonstrate compliance with the SWRR.

16.0 SUPPORTING DOCUMENTATION/APPENDICES

16.1 Supporting Documentation/Appendices

The following supporting documentation and appendices are included in this permit application:

- Figure 2-1: Vicinity Map
- Figure 2-2: Overall Plot Plan
- Figure 2-3: General Facility Plot Plan
- Appendix A: Application Form
- Appendix B: Location Standards

16.2 Map or Aerial Photograph

As required by Chapter 6 of the SWRR, a vicinity map identifying the location of the transfer station is provided as Figure 2-1.

16.3 General Facility Plot Plan

An overall plot plan of Landfill No. 1 and the LH/LV Facility is provided as Figure 2-2. A general facility plot plan is included as Figure 2-3.

16.4 Cross Sections and Drawing Details

As stated in Section 2.c of Chapter 6 of the SWRR, there are no required design and construction standards because the transfer station is a Low Hazard/Low Volume Facility as defined by Chapter 1 Section 1.b.li of the SWRR. Therefore, no design cross sections or details are included in this permit application.

16.5 Logs, Forms and Reports

As required by Section 9.b.ii-ii of Chapter 6 of the SWRR, a copy of the final approved permit application and WDEQ approval letter will be maintained at the transfer station at all times. No other recordkeeping logs or forms are required to be maintained by the transfer station.

17.0 REFERENCES

Burns & McDonnell, 2012, *Final Permit Renewal Application, Campbell County Transfer Station for Campbell County, Wyoming, SHWD File #50.127*. May.

WDEQ, 2019, *Solid Waste Rules and Regulations, Chapter 6: Transfer, Treatment, and Storage Facility Regulations*. May 3.

TABLES

Table 2-1
Summary of Accepted Materials
Campbell County Transfer Station
Campbell County, Wyoming

Commercial and Residential Quantity Recyclable Materials	Household Hazardous Waste¹	Other Waste
Residential Quantity Recyclables:	Household Cleaners	Residential Quantity Ash (from Stoves and Fireplaces)
#1 Pete Plastic		
#2 HDPE Colored Plastic	Pesticides/Herbicides	
#2 HDPE Natural Plastic		
Aluminum	Oil Based Paint (No Latex)	
Tin Cans		
Clean Cardboard	Spray Paint	
Mixed Paper		
Newspaper		
Office/Copy Paper	Rechargeable Batteries	
Commercial Quantity Recyclables:	Used Clean Engine Oil (Residential Quantity Only)	
Clean Corrugated Cardboard		
Office/Copy White Paper		
Newspaper	Car Batteries	
Mixed Paper		

¹ Household Hazardous Waste is accepted no more frequently than during quarterly collection events.

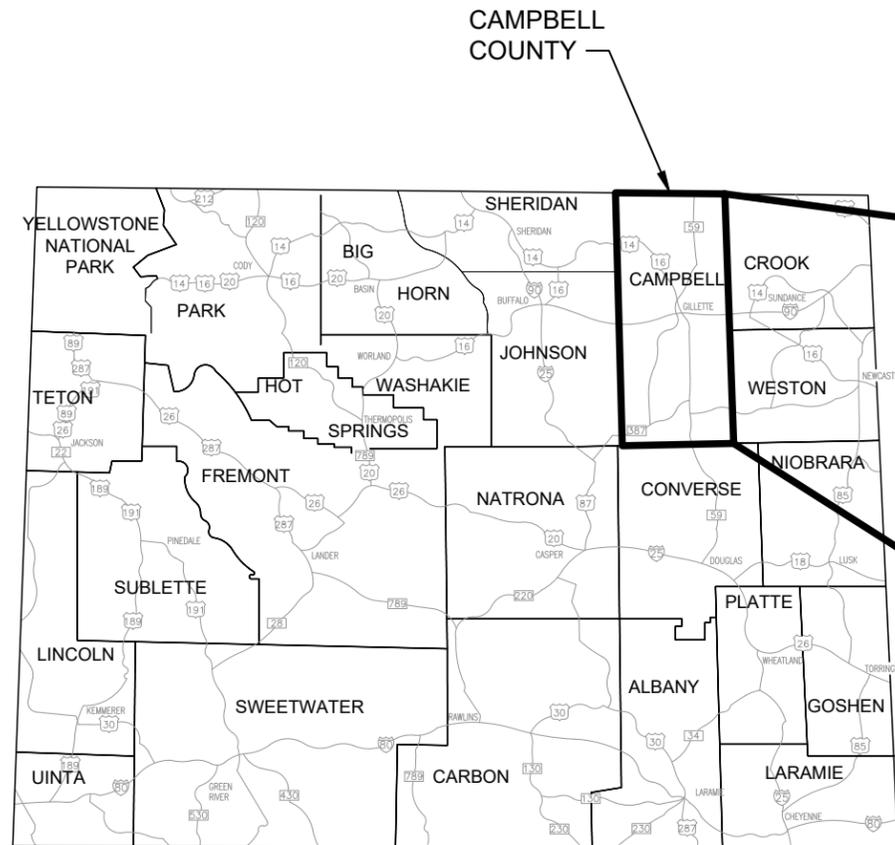
Table 2-2
Summary of CARE Recyclables Received
July 2018 - December 2019
Campbell County Transfer Station
Campbell County, Wyoming

Date	Waste Source	Recyclables (tons)									Total	Monthly Totals
		Cardboard	Aluminum	Newspaper	Office Paper	Mixed Paper	#1 Plastic	#2 Plastic Nat	#2 Plastic Col	Tin Cans		
Jul-18	Residential	30.2	0.2	10.1	1.7	3.1	0.6	0.2	0.2	0.3	46.7	62.4
	Commercial	15.7									15.7	
Aug-18	Residential	27.1	0.1	12.8	1.3	2.6	0.7	0.3	0.2	0.8	46.0	66.8
	Commercial	20.8									20.8	
Sep-18	Residential	38.8	0.2	10.2	3.3	2.8	0.7	0.3	0.2	0.3	56.8	56.8
	Commercial										0.0	
Oct-18	Residential	31.8	0.2	11.0	1.9	2.9	0.6	0.3	0.2	0.4	49.2	69.4
	Commercial	20.2									20.2	
Nov-18	Residential	28.7	0.2	14.2	1.1	3.0	0.6	0.3	0.2	0.9	49.2	66.1
	Commercial	17.0									17.0	
Dec-18	Residential	26.4	0.1	8.6	1.2	2.6	0.6	0.3	0.1	0.4	40.3	53.9
	Commercial	13.5									13.5	
Jan-19	Residential	31.8	0.1	12.7	3.2	4.7	0.7	0.3	0.2	0.4	54.0	67.8
	Commercial	13.9									13.9	
Feb-19	Residential	24.0	0.2	8.5	2.9	1.9	0.5	0.2	0.1	0.3	38.6	52.2
	Commercial	13.6									13.6	
Mar-19	Residential	31.0	0.1	9.1	1.6	2.4	0.7	0.3	0.2	0.4	45.7	63.4
	Commercial	17.7									17.7	
Apr-19	Residential	28.7	0.2	9.5	1.7	2.3	0.7	0.2	0.3	0.4	44.1	62.6
	Commercial	18.5									18.5	
May-19	Residential	32.6	0.2	15.0	2.7	6.6	0.7	0.3	0.2	0.4	58.6	77.4
	Commercial	18.8									18.8	
Jun-19	Residential	27.9	0.3	10.5	2.6	3.0	0.9	0.3	0.2	0.4	46.1	131.9
	Commercial	21.3		44.4	20.1						85.8	
Jul-19	Residential	34.1	0.2	12.3	1.9	2.3	0.8	0.3	0.2	0.4	52.5	73.4
	Commercial	21.0									21.0	
Aug-19	Residential	31.8	0.3	9.6	1.4	3.3	0.9	0.3	0.2	0.3	48.1	70.4
	Commercial	21.7			0.6						22.3	
Sep-19	Residential	34.9	0.2	8.8	1.2	2.2	0.7	0.2	0.2	0.4	48.8	61.0
	Commercial	11.2			0.9						12.1	
Oct-19	Residential	51.9	0.2	11.7	1.5	2.4	0.7	0.3	0.2	0.4	69.3	90.1
	Commercial	19.8			1.0						20.8	
Nov-19	Residential	50.4	0.3	9.8	1.8	2.9	0.7	0.3	0.2	0.4	66.6	85.2
	Commercial	18.0			0.7						18.7	
Dec-19	Residential	42.6	0.2	15.6	1.1	2.6	0.8	0.3	0.2	0.5	64.0	78.3
	Commercial	14.3									14.3	
Monthly Average											71.6	

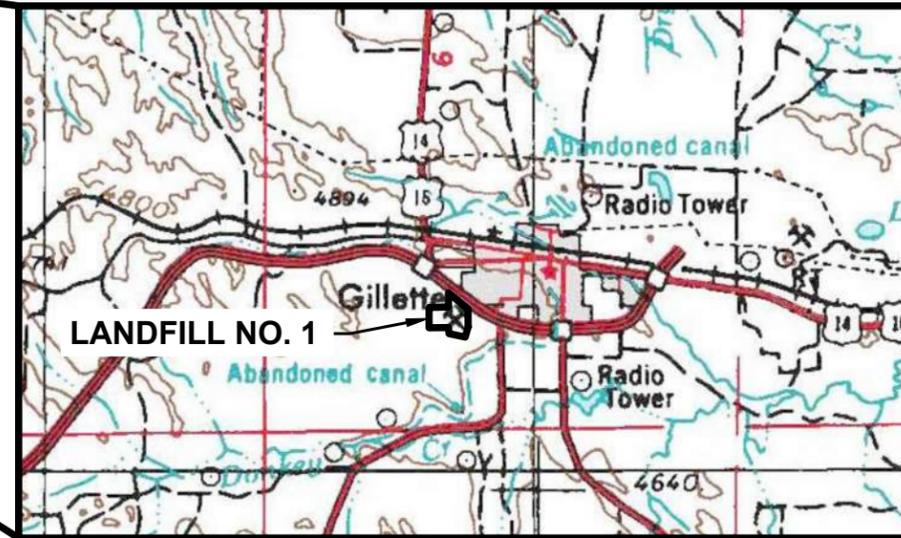
Table 2-3
Summary of Household Hazardous Waste Received
July 2018 – June 2019
Campbell County Transfer Station
Campbell County, Wyoming

Waste Type	Quantity Collected	Unit
Flammable Aerosols (Propane, Toluene)	61	Pounds
Pesticides (Petroleum Distillates, Chlordane)	1,094	Pounds
Flammable Liquids (Acetone, Petroleum Distillates)	365	Gallons
Oxidizing Solids (Calcium Hypochlorite, Potassium Nitrate)	17	Pounds

FIGURES



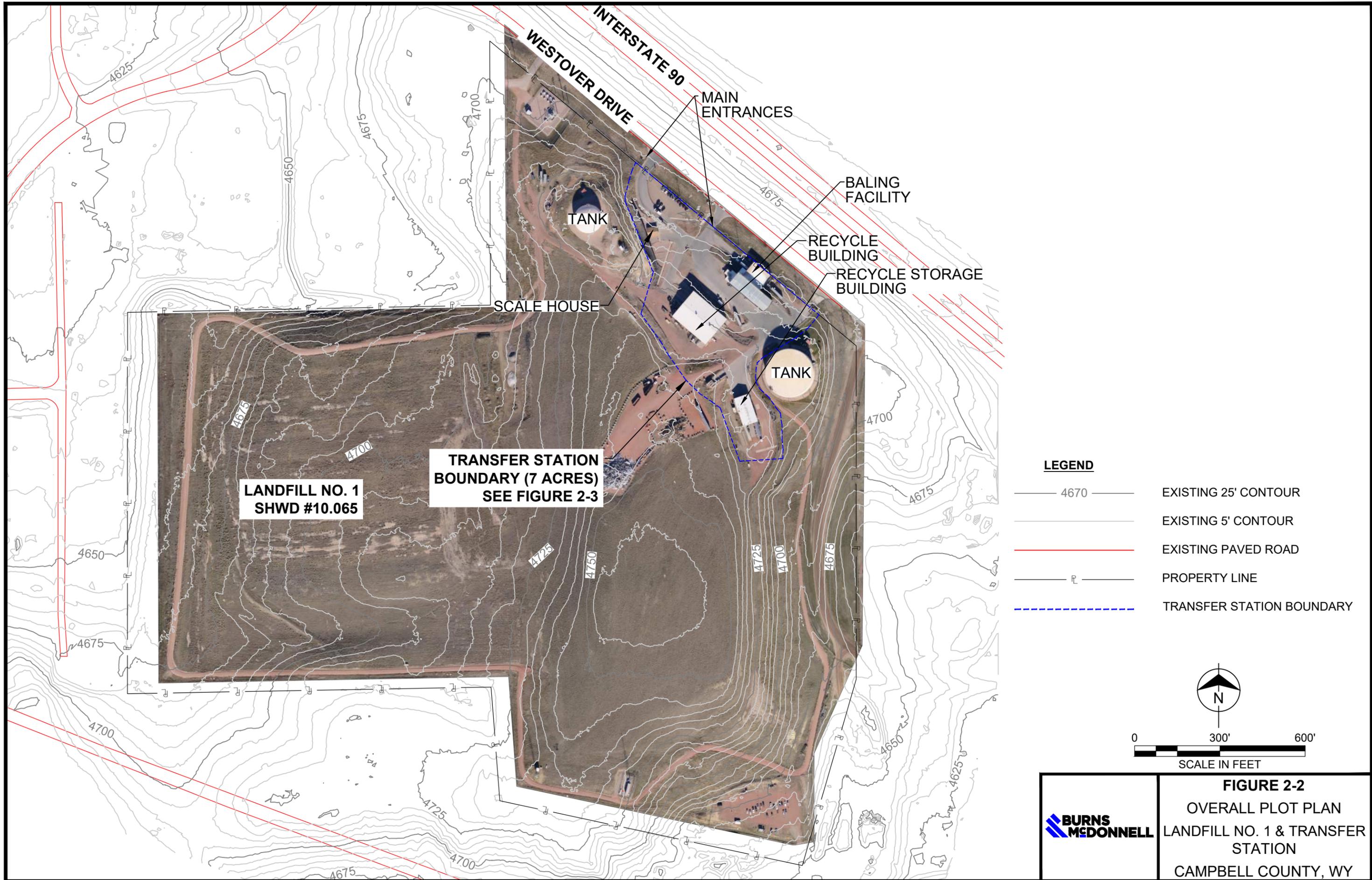
WYOMING COUNTY MAP
NOT TO SCALE

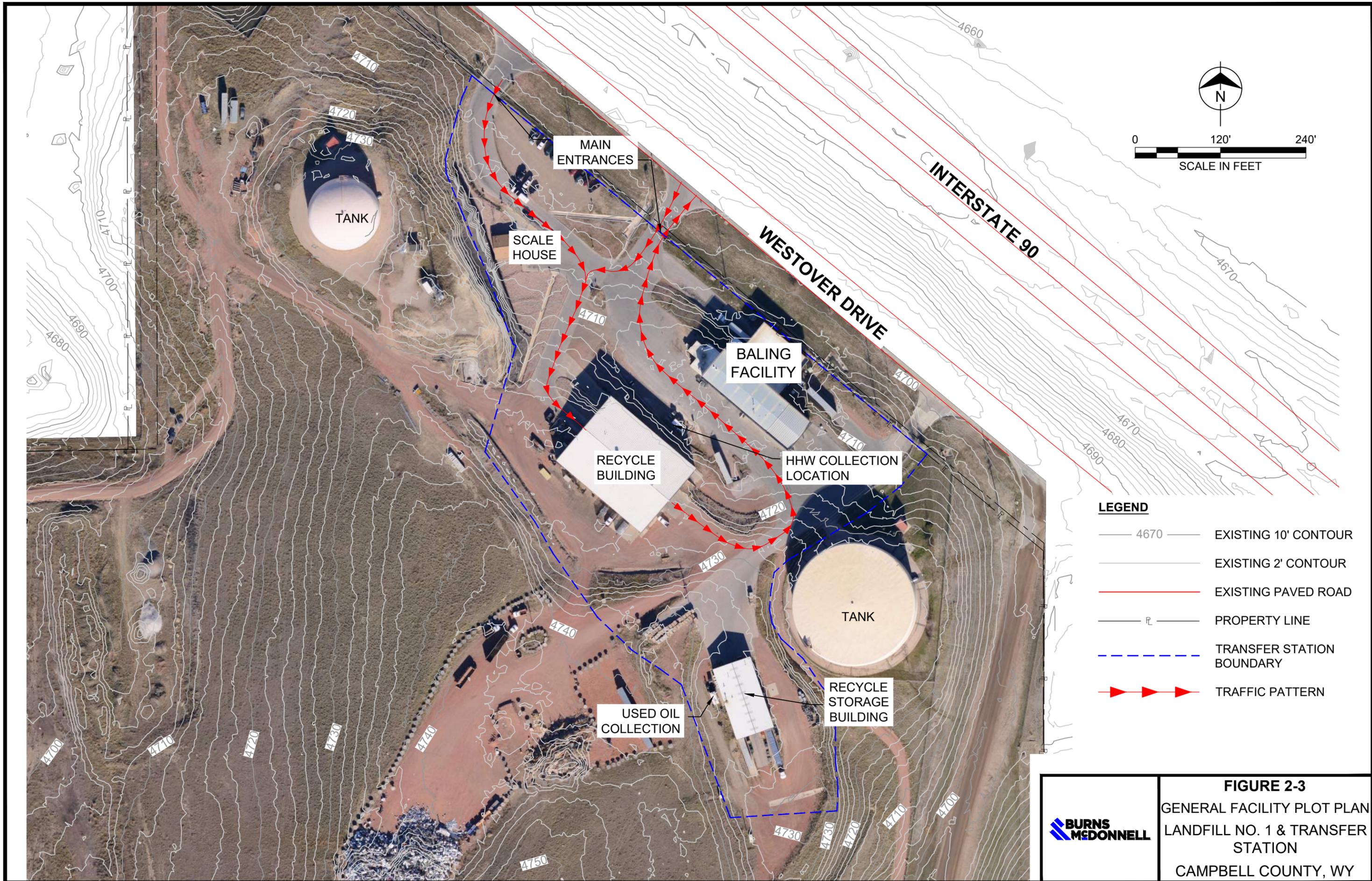


PROJECT LOCATION
SECTION 28, T 50 N, R 72 W
VICINITY MAP
NOT TO SCALE



	<p>FIGURE 2-1 VICINITY MAP LANDFILL NO. 1 & TRANSFER STATION CAMPBELL COUNTY, WY</p>
--	---





MAIN ENTRANCES

SCALE HOUSE

BALING FACILITY

RECYCLE BUILDING

HHW COLLECTION LOCATION

TANK

USED OIL COLLECTION

RECYCLE STORAGE BUILDING

LEGEND

- 4670 — EXISTING 10' CONTOUR
- — EXISTING 2' CONTOUR
- — EXISTING PAVED ROAD
- PL — PROPERTY LINE
- - - - TRANSFER STATION BOUNDARY
- ▶▶▶▶ TRAFFIC PATTERN

FIGURE 2-3

GENERAL FACILITY PLOT PLAN
 LANDFILL NO. 1 & TRANSFER STATION
 CAMPBELL COUNTY, WY



APPENDIX A - APPLICATION FORM

Solid Waste Facility Permit Application Form

For SHWD Use Only

Facility Name:	SHWD File No.:
----------------	----------------

Applicant Information

Name:	Phone:
Address:	
City, State, Zip:	

Landowner Information

Name:	Phone:
Address:	
City, State, Zip:	

Lienholder Information

Name:	Phone:
Address:	
City, State, Zip:	

Facility Information

Application Type:	Facility Type:	
Township:	Range:	Section:
County:	Total Acreage:	
Service Area:		
Total Disposal Capacity:		
Total Transfer/Treatment/Storage Capacity:		
Waste Type(s):		

Landowner Approval

I have read this application and consent to the operations which are described herein. I understand the land use restrictions and any deed notice which are part of this application.

Signature _____ Date _____

Lienholder Approval

I have read this application and consent to the operations which are described herein. I understand the land use restrictions and deed notice which are part of this application.

Signature _____ Date _____

Professional Engineer Certification

I am a registered professional engineer in the State of Wyoming and am qualified to design solid waste management facilities. I certify that this application was prepared by me or under my direct supervision (Stamp, sign and date)

Signature _____ Date _____

Professional Geologist Certification

I am a registered professional geologist in the State of Wyoming. I certify that the geologic services and work contained in this application were prepared by me or under my direct supervision. (Stamp, sign and date)

Signature _____ Date _____

Applicant Oath

I (we) have prepared or reviewed this application and swear that the information contained in it is accurate and represents actual site conditions. I (we) understand that submission of false information subjects me (us) to a penalty for perjury in accord with W.S. 35-11-506. I (we) shall allow the administrator or an authorized representative, upon the presentation of credentials and other documents as may be required by law to enter upon the premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the appropriate rules and regulations of the department, any substances or parameters at any location.

Applicant signature _____ title _____ date _____

Applicant signature _____ title _____ date _____

The forgoing permit application form was acknowledged before me by _____,
Applicant(s)

in _____ County, State of _____, this _____ day of _____, _____.

Witness my hand and official seal.

Notary Public signature

My commission expires: _____

APPENDIX B - LOCATION STANDARDS INFORMATION

NOTES TO USERS

for use in administering the National Flood Insurance Program. It is intended to identify all areas subject to flooding, particularly horizontal areas of small size. The community map repository should be updated or additional flood hazard information.

more detailed information in areas where **Base Flood Elevations** and **Floodway Data** have been determined, users are encouraged to consult the Flood Insurance Study (FIS) report that accompanies this map. Users should be aware that DFSA shown on the FIRM represent 100-year flood elevations. These DFSA are intended for flood insurance purposes only and should not be used as the sole source of flood information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIRM for purposes of flood damage prevention.

Base Flood Elevations shown on this map apply only to landward areas. Users of this map should be aware that coastal flood elevations are also provided in the Flood Insurance Study report. Elevations shown in the Summary of Stillwater Elevations should be used for construction and/or flood damage management purposes higher than the elevations shown on this FIRM.

Floodway Data were computed at cross sections and interpolated at other sections. The floodways were based on hydraulic considerations and requirements of the National Flood Insurance Program. Floodway data other than floodway data are provided in the Flood Insurance Study report.

Special Flood Hazard Areas may be protected by flood insurance. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures and flood insurance.

used in the preparation of this map was Universal Transverse Mercator (UTM) zone 12. The horizontal datum was NAD83. GRS1980 elevations in datum, spheroidal, projection or UTM zones used in the FIRM for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences are the responsibility of the originating jurisdiction.

on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and elevation referenced to the same vertical datum. For information on the difference between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at (301) 713-3342, or visit its website at www.ngs.noaa.gov/.

on Services (301) 713-3342, or visit its website at www.ngs.noaa.gov/.

ent elevation, description, and/or location information for **bench marks** on this map, please contact the Information Services Branch of the National Flood Insurance Program at (301) 713-3342, or visit its website at www.ngs.noaa.gov/.

ation shown on this FIRM was provided by the City of Gillette, Town of Gillette, and the State of Wyoming GIS department. The coordinate system used for this FIRM is Universal Transverse Mercator Zone 12N, North America Datum of 1983 and GRS 80 spheroid, Western Hemisphere.

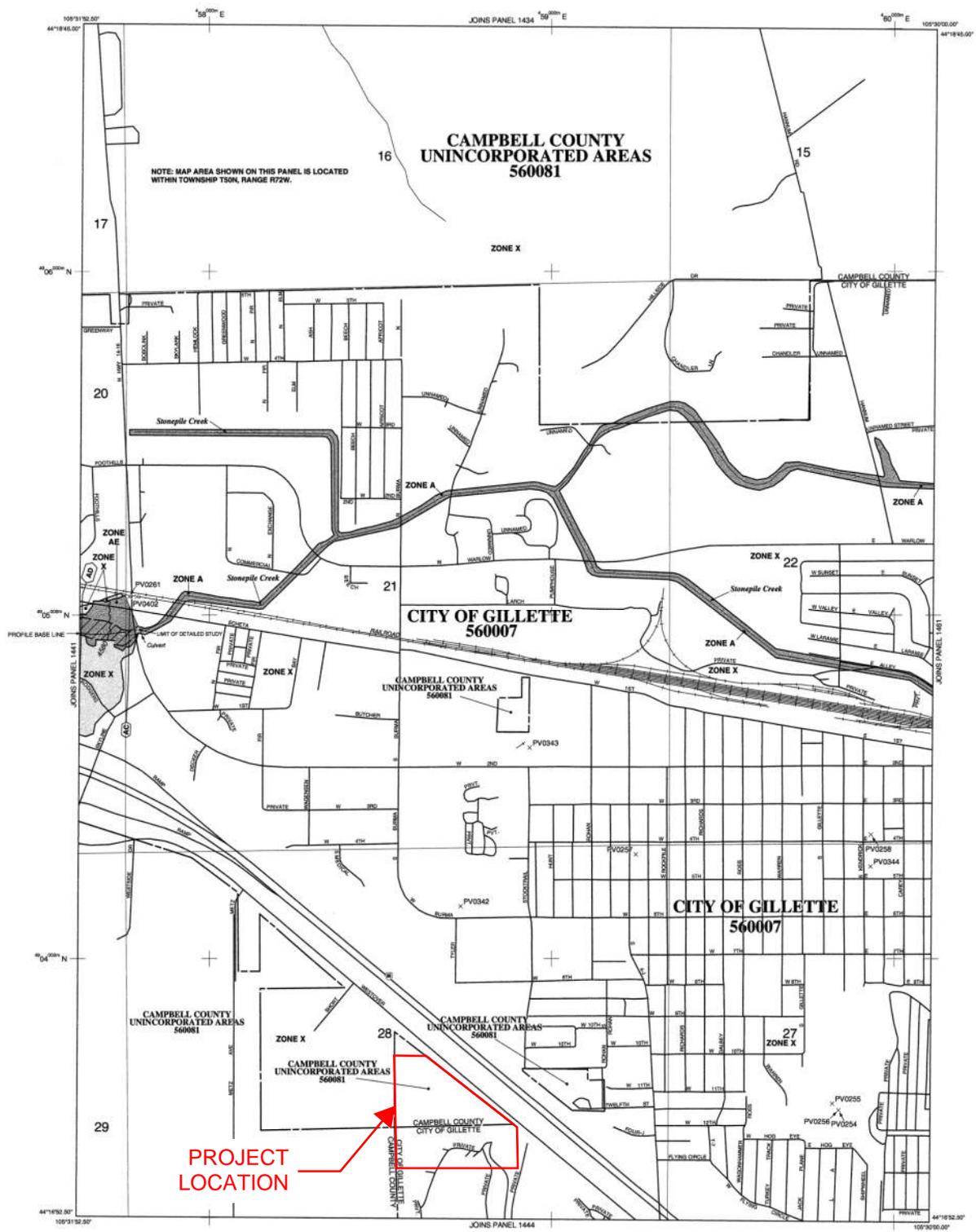
acts more detailed and up-to-date **stream channel configurations** shown on the previous FIRM for this jurisdiction. The floodplains shown on this map were transferred from the previous FIRM. They may not conform to these new stream channel configurations. As a result, flood profiles and floodway data tables in the Flood Insurance Study report may not reflect the actual hydraulic conditions that exist in the field. Users should consult the community officials to verify current hydraulic conditions that differ from what is shown on this map.

limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may occur after this map was published, map users should contact the community officials to verify current corporate limit locations.

to the separately printed **Map Index** for an overview map of the entire community. The community map repository address is <http://www.fema.gov/>. For more information on the National Flood Insurance Program, contact the community officials as well as a listing of the panels on which each map is located.

FEMA Map Service Center at 1-800-358-9616 for information on products associated with the FIRM. Available products may include Flood Insurance Study reports, Flood Insurance Rate Maps, and Flood Insurance Study reports. Versions of this map: The FEMA Map Service Center may also be contacted at 1-800-358-9620 and its website at <http://www.msc.fema.gov/>.

questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2877) or visit its website at <http://www.fema.gov/>.



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP T60N, RANGE R72W.

PROJECT LOCATION

LEGEND

- SPECIAL FLOOD HAZARD AREAS (SFHA) SUBCATEGORIED BY THE 1% ANNUAL CHANCE FLOOD**
- The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Flood Hazard Area is the area subject to flooding by the 1% annual chance flood.
- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on an average depth determined. For areas of alluvial fan flood elevations determined).
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was destroyed. Zone AR indicates that the former flood control system is being removed to provide protection from the 1% annual chance flood.
- ZONE AR9** Area to be protected from 1% annual chance flood by a flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); elevations determined.
- FLOODWAY AREAS IN ZONE AE**
- The floodway is the channel of a stream plus any adjacent floodplain areas that are necessary to carry the 1% annual chance flood discharge without substantial increases in flood heights.
- OTHER AREAS**
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside the 0.2% annual chance flood.
- ZONE D** Areas in which flood hazards are determined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS)**
- OTHERWISE PROTECTED AREAS (OPAs)**
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain boundary
- Floodway boundary
- Zone D boundary
- Zone A boundary
- CBRS and OPA boundary
- Boundary showing Special Flood Hazard Areas
- Base Flood Elevation, flood depths or floodway data
- Base Flood Elevation and value; elevation in feet
- Base Flood Elevation value where uniform elevation in feet
- * Referenced to the North American Vertical Datum of 1988 (NAVD 88)
- Cross section line
- Traverse line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 1000-meter Universal Transverse Mercator grid
- 5000-foot grid (US: New York State Plane, east zone (SPSZONE 3101), Transverse Mercator)
- Bench mark (see explanation in Notes to Users of this FIRM panel)
- MT 5
- MAP REPOSITORIES
- Refer to Map Repositories list on Map Index
- EFFECTIVE DATE OF COUNTRYWIDE FLOOD INSURANCE RATE MAP: January 2, 2008
- EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL:

For community map revision history prior to countywide mapping, refer to the Map History table located in the Flood Insurance Study report for this jurisdiction. To determine if flood insurance is available in this community, contact your agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1442D

FIRM

FLOOD INSURANCE RATE MAP

CAMPBELL COUNTY

WYOMING

AND INCORPORATED AREAS

PANEL 1442 OF 3125

(SEE MAP INDEX FOR FIRM PANELS)

COMMUNITY	NUMBER	PANEL
CAMPBELL COUNTY	36001	1442
GILLETTE, CITY OF	36007	1442D

Notes to User: The Map Number shown above identifies the map panel. The Community Name should be used on insurance applications only.

FEDERAL EMERGENCY MANAGEMENT AGENCY



January 13, 2020

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



NATIONAL WILD AND SCENIC RIVERS SYSTEM

Designations as of November 2016

The National Wild and Scenic Rivers System

Established by Congress under the Wild and Scenic Rivers Act of 1968, the National Wild and Scenic Rivers System was created to preserve the free flow, water quality, and outstanding natural, cultural, and recreational values of select rivers for the enjoyment of present and future generations. The Act is unique for recognizing the special character of these rivers, while also recognizing the potential for their appropriate use and development. It encourages river management that crosses political boundaries and promotes public participation in developing goals for river protection.

More information about the National Wild and Scenic Rivers System or specific designated rivers can be found at the Interagency Wild & Scenic Rivers Coordinating Council's website, www.rivers.gov, or by contacting one of the federal river administering agencies.



U.S. Forest Service
www.fs.fed.us



National Park Service
www.nps.gov/nrsc



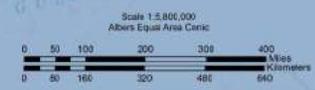
Bureau of Land Management
www.blm.gov



U.S. Fish and Wildlife Service
www.fws.gov

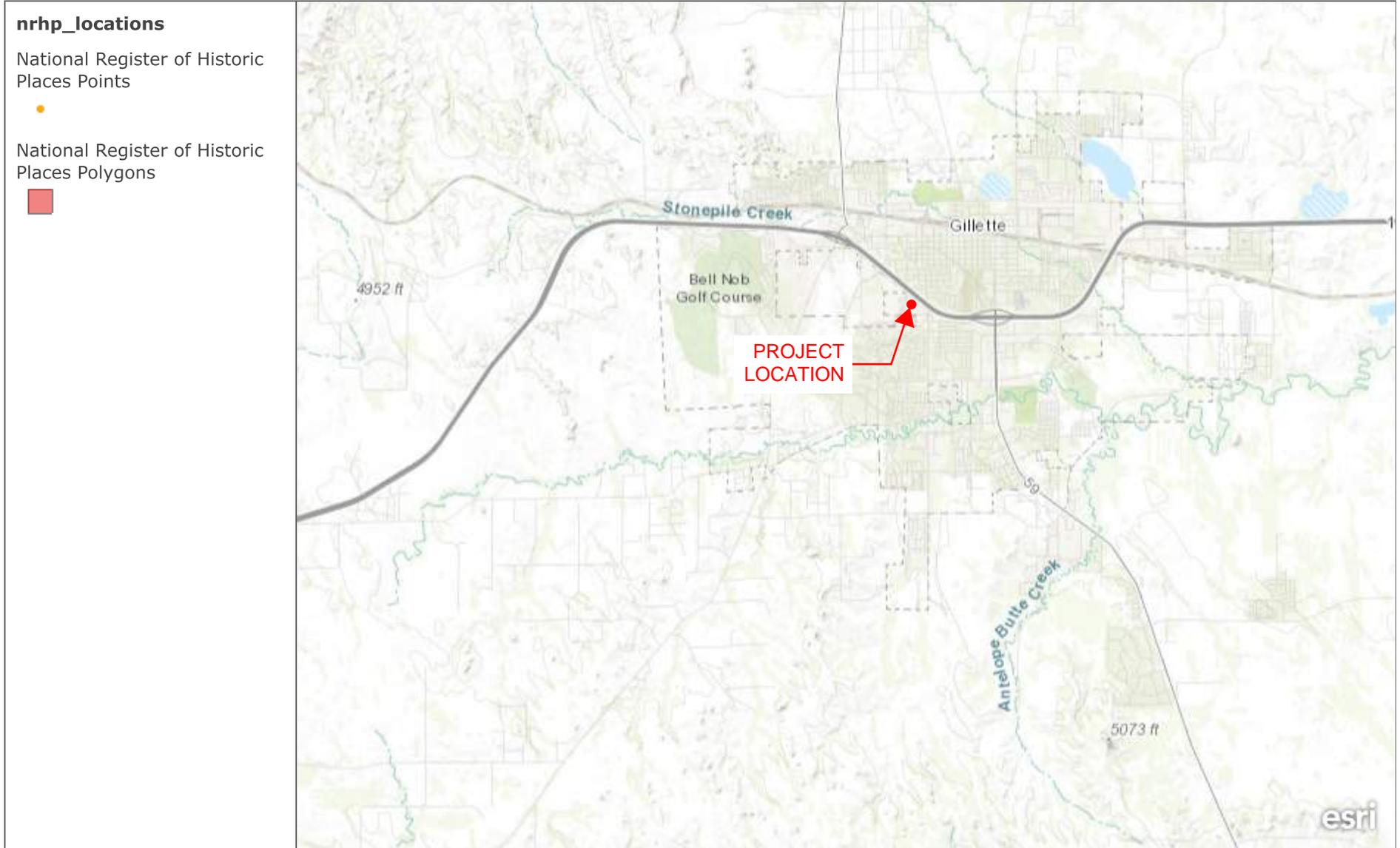
Names of Numbered Wild and Scenic Rivers

- | | | |
|---------------------|------------------------|----------------------|
| 1 Sandy | 20 Deschutes | 39 Owyhee and Blaine |
| 2 Zia | 21 North Fork Colorado | 40 Middlefork Snake |
| 3 Middle Park | 22 Whetstone | 41 Upper Snake |
| 4 Clear Fork Hood | 23 North Fork Snake | 42 Snake |
| 5 Poudre | 24 Snake | |
| 6 Wind | 25 Clear Fork Snake | |
| 7 Salmon | 26 Snake | |
| 8 Cowlitz | 27 Snake | |
| 9 Cowlitz | 28 Snake | |
| 10 Hart | 29 North Fork Colorado | |
| 11 Snake | 30 Snake | |
| 12 Rogue | 31 North Fork John Day | |
| 13 South Fork Perry | 32 North Fork John Day | |
| 14 Eagle | 33 Snake | |
| 15 Snake | 34 Snake | |
| 16 Snake | 35 Snake | |
| 17 Snake | 36 Snake | |
| 18 Snake | 37 Snake | |
| 19 Snake | 38 Snake | |
| 20 Snake | 39 Snake | |
| 21 Snake | 40 Snake | |
| 22 Snake | 41 Snake | |
| 23 Snake | 42 Snake | |



Prepared by the USDA Forest Service
National Wild and Scenic Rivers System
© 2016 U.S. Forest Service. All rights reserved. This map is provided for informational purposes only. The U.S. Forest Service does not warrant the accuracy of the information shown on this map. The U.S. Forest Service is not responsible for any errors or omissions on this map. The U.S. Forest Service is not responsible for any damages or injuries resulting from the use of this map.

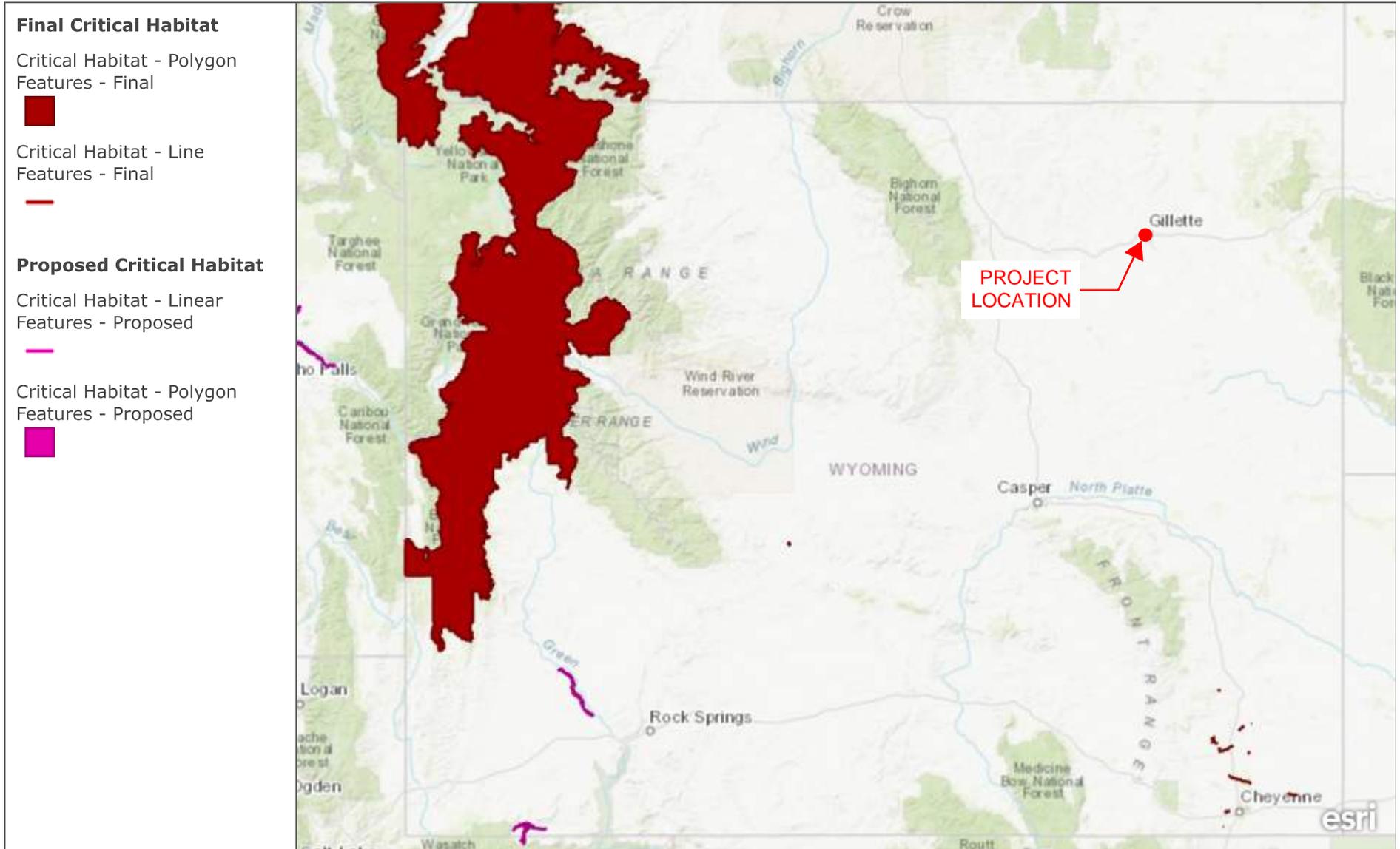
National Register of Historic Places



This map links to the National Park Service's GIS Server. For those without GIS software, choose 'open in map viewer' to access the map. Please note that there are known inaccuracies in the data for Alabama, which are currently being corrected.

City of Gillette, WY, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS | Matt Stutts, Cultural Resources GIS, National Park Service

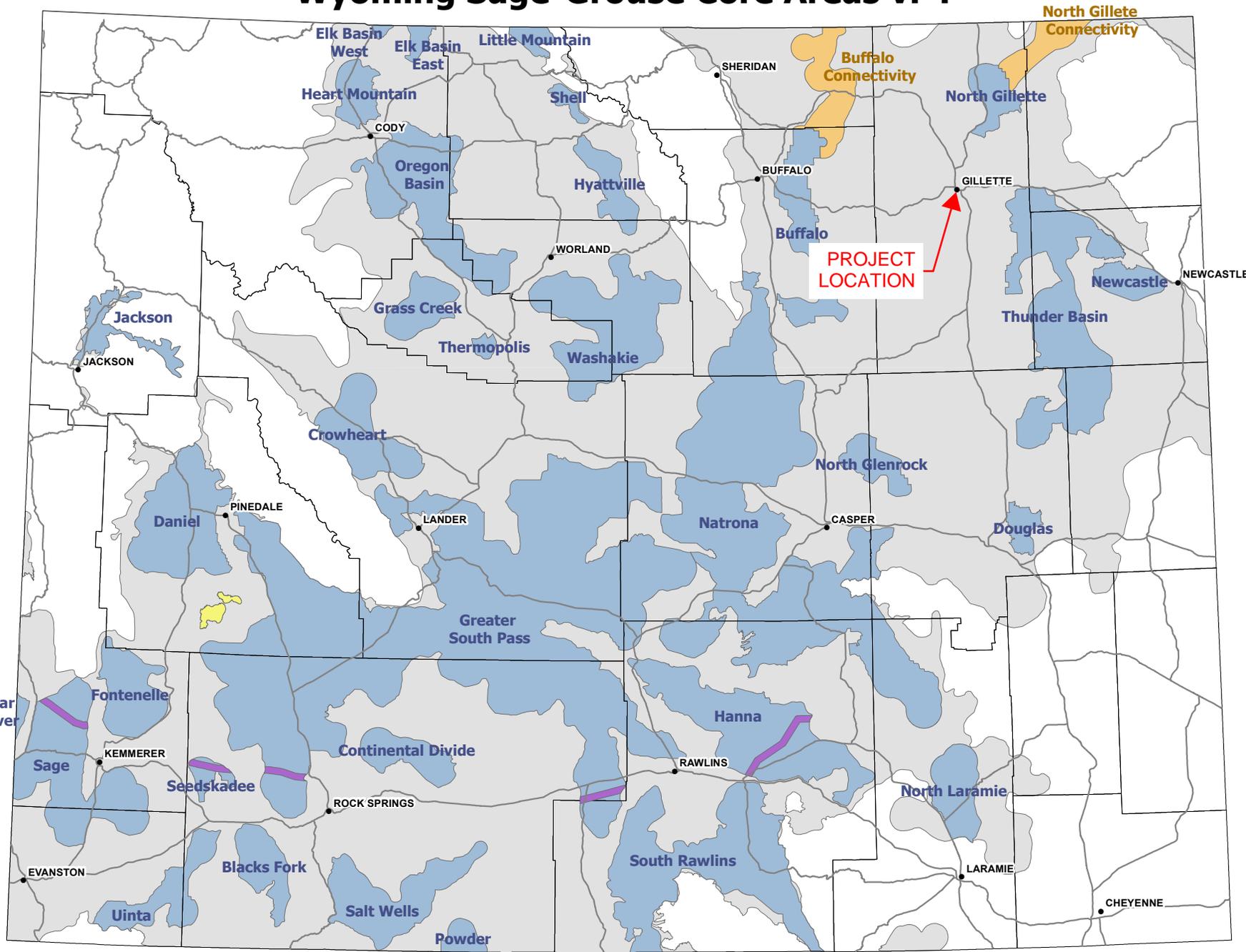
Critical Habitat for Threatened & Endangered Species [USFWS]



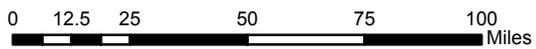
A specific geographic area(s) that contains features essential for the conservation of a threatened or endangered species and that may require special management and protection.

Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS | U.S. Fish and Wildlife Service

Wyoming Sage-Grouse Core Areas v. 4



PROJECT LOCATION



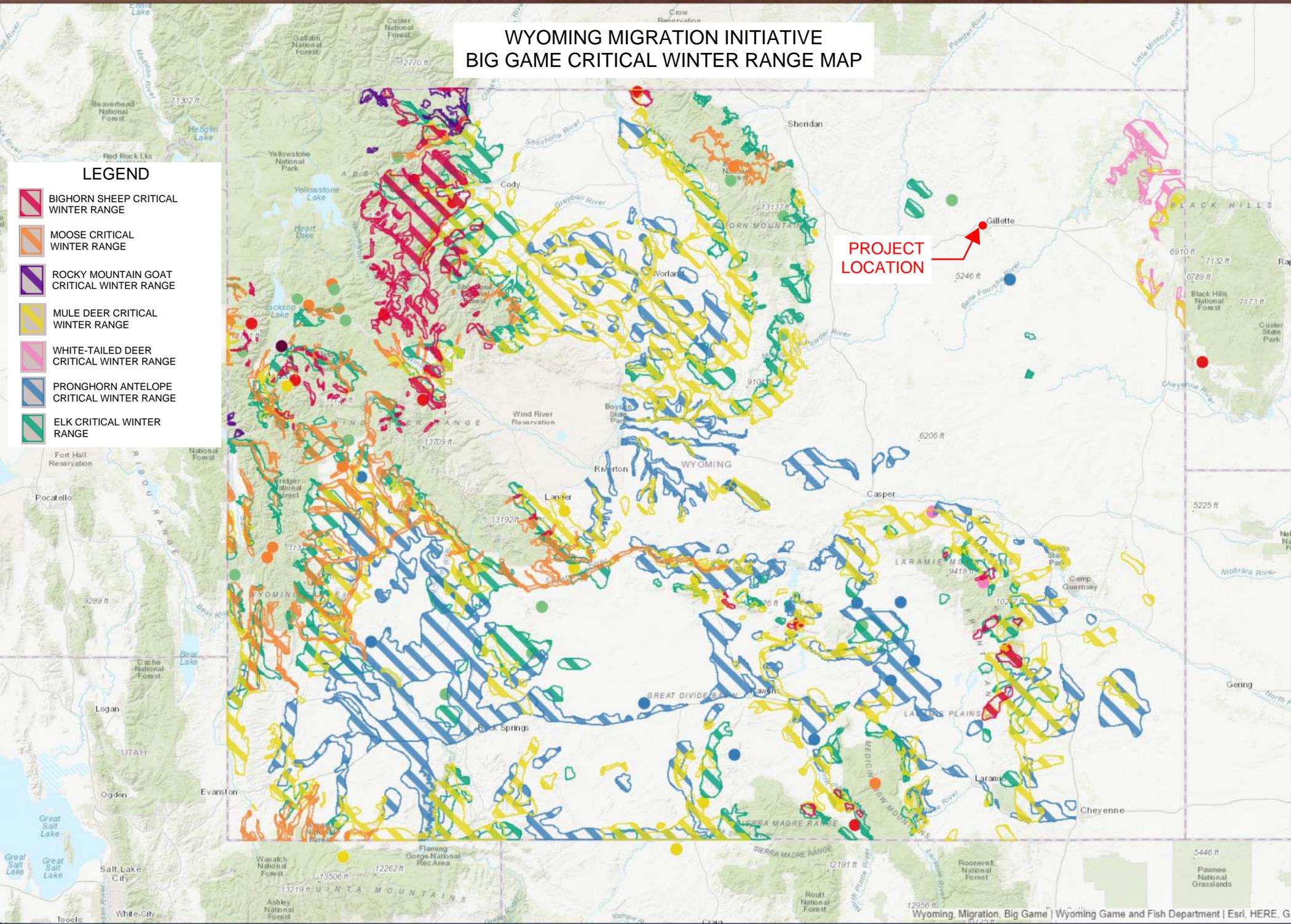
- Cities
- Roads
- Counties
- ▬ Transmission Corridor
- Winter Concentration Areas
- Connectivity Areas
- Sage-Grouse Core Areas v. 4
- Current Sage-Grouse Distribution

WYOMING MIGRATION INITIATIVE BIG GAME CRITICAL WINTER RANGE MAP

LEGEND

-  BIGHORN SHEEP CRITICAL WINTER RANGE
-  MOOSE CRITICAL WINTER RANGE
-  ROCKY MOUNTAIN GOAT CRITICAL WINTER RANGE
-  MULE DEER CRITICAL WINTER RANGE
-  WHITE-TAILED DEER CRITICAL WINTER RANGE
-  PRONGHORN ANTELOPE CRITICAL WINTER RANGE
-  ELK CRITICAL WINTER RANGE

PROJECT LOCATION





CREATE AMAZING.

Burns & McDonnell
9785 Maroon Circle, Suite 400
Centennial, CO 80112
O 303-583-0303
F 303-721-0563
www.burnsmcd.com

The following page(s) contain the backup material for Agenda Item: [9:35 WY Urban & Community Forestry Program](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Wyoming Urban and Community Forestry Tree planting grant application

DATE: 02/24/20

Attached please find the application for tree planting from Campbell County Parks and Recreation Department to the Wyoming State Forestry Division.

This grant application is to plant 31 trees and put irrigation in, in an undeveloped portion of Complex Park. This is a 50/50 matching grant. The request is for a total of \$6,710.00. This will be split between the grant program funds and also county match in the amount of \$3,355.00 evenly.

Thank you!

**2020 WYOMING URBAN AND COMMUNITY FORESTRY PROGRAM
APPLICATION FOR
TREE PLANTING
COST-SHARE GRANT FUNDS**

1. NAME OF PROJECT: Cam-plex Park Future Expansion Phase #1
2. PROJECT LOCATION or COMMUNITY: Cam-plex Park / Campbell County
3. SPONSORING AUTHORITY OR ORGANIZATION: Campbell County Parks and Recreation
4. PROJECT COORDINATOR: Suzy Blakesley
5. ADDRESS: 250 W. Shoshone 6. PHONE: 307/682/8527
Gillette WY 82718
7. PLANNED DATE OF PROJECT COMPLETION: First phase September 1-2020
8. PROJECT NAME AND DESCRIPTION AND/OR PURPOSE: Complex-Park future park expansion.
The park is a historic experimental farm, many trees were planted in the 1920's and 30's. In the 80's it was turned in to a park within the wonderful large tree canopy. We want to plant trees in an undeveloped part of the park where we are most likely to expand so future generations will be able to enjoy an area with mature trees already in place.
9. NUMBER OF TREES EXPECTED TO BE PLANTED: Thirty
10. WHO WILL BE RESPONSIBLE FOR AT LEAST 5 YEARS OF MAINTENANCE? Campbell County Parks
Suzy Blakesley
11. NAMES OF VOLUNTEER GROUPS/PARTNERS INVOLVED IN THE PROJECT: Powder River Shrine Club and Campbell County Master Gardeners.
12. PROJECT FUNDING:

A. Requested Urban & Community Forestry Grant Funds	\$ <u>3355.00</u>
(Minimum amount \$3,000.00 - Maximum amount \$10,000.00)	
B. Local Cash Match	\$ <u>3355.00</u>
C. Total Project Expense (A + B)	\$ <u>6710.00</u>

Attach a budget with a breakdown of all expected expenses and all projected income including grant funds.
13. SIGNATURE OF PROJECT COORDINATOR: _____ DATE: _____

RETURN COMPLETED APPLICATION TO:
U&CF GRANTS
WYOMING STATE FORESTRY DIVISION
5500 Bishop Boulevard
CHEYENNE, WY 82002

Submit

INCOMPLETE APPLICATIONS WILL **NOT** BE CONSIDERED FOR FUNDING.
APPLICATION DEADLINE IS MARCH 4, 2020

Expenses

1. Number of trees to be planted- 31 @ \$200.00 = \$6200.00
2. Irrigation-1000 Feet of in-line drip irrigation- \$342.16
3. Misc. irrigation parts-valves fittings valve box- \$167.84

Total- \$6710.00

Projected Income

1. Money from Campbell County – \$3355.00
2. Wyoming State Forestry Grant – \$3355.00

Total- \$6710.00

At this point we do not plan on entering an in-kind match.



Wyoming State Forestry Division

Office of State Lands and Investments



Wyoming State Forestry Division
5500 Bishop Blvd.
Cheyenne, WY 82002
(307) 777-7586

Mark Gordon
Governor

Jenifer Scoggin
Director

Bill Crapser
State Forester

November 8, 2019

MEMO TO: Wyoming Communities and Organizations

FROM: Tara Costanzo, Wyoming State Forestry Division

RE: Community Forestry Partnership Cost-Share Grants

Enclosed is an application package for the 2020 Community Forestry Partnership Cost-Share Grants for your consideration. The Wyoming State Forestry Division in cooperation with the USDA Forest Service is making this funding available to assist in improving community forests throughout the state. These grants are intended for large scale tree planting or new community forestry development projects.

There are two grant categories. The packet includes an application for the Community Tree Planting grant category and a separate application for Community Forestry Program Development grants. There will be a total of approximately \$100,000 available statewide for the two grant categories in 2020.

If your community or organization is interested in competing for the community forestry funds, complete the application and return it by March 4, 2020. Grants must be matched with local, non-federal funds and volunteers must be involved. A grant selection committee will review applications mid to late March 2020 and you will be notified of funding status at that time. These grants are intended to increase community forestry development and tree planting in Wyoming communities, **but not replace existing local funds**. Details are included with the application. Please read the directions carefully. Incomplete or incorrect applications will not be reviewed by the grant selection committee.

If you have any questions about the Community Forestry Partnership Cost-Share Grants please feel free to contact Tara Costanzo at (307) 777-3626 or Aaron Lumley at (307) 777-5659. We will be happy to assist you with any questions you have regarding the grants. The grant information and applications are also available online at: <https://sites.google.com/a/wyo.gov/forestry/forestry-assistance-programs/community-forestry/community-grants>



2020
COMMUNITY FORESTRY PARTNERSHIP COST-SHARE GRANTS
CATEGORY: COMMUNITY TREE PLANTING
Deadline to Apply: March 4, 2020



OFFICE OF STATE LANDS AND INVESTMENTS
WYOMING STATE FORESTRY DIVISION

2020 WYOMING URBAN AND COMMUNITY FORESTRY PROGRAM

TREE PLANTING CATEGORY

COST-SHARE GRANT APPLICATION GUIDELINES

INTRODUCTION The Wyoming State Forestry Division in cooperation with the USDA Forest Service have developed these guidelines for distributing available funds for large scale tree planting projects. Funding for the grant program is from federal funds provided by the National Urban and Community Forestry program. The grants are intended to assist local communities, non-profit groups, conservation organizations, and others to improve the quality of the state's urban and community forests. The grant program is for projects not currently being funded, and is not intended to substitute for existing funding levels.

APPLICATION DEADLINE – March 4, 2020

Complete applications **MUST BE RECEIVED** by Wyoming State Forestry Division by the deadline. The current 2020 application form must be used. Early receipt of application by Wyoming State Forestry Division allows time to review for accuracy and time for corrections if necessary. Late or incomplete applications **WILL NOT** be considered. The funds will be awarded through a competitive grant allocation process. Applicants will be notified of funding status in late February.

PROJECT DESCRIPTION - Provide a description of the project, what problem it will solve or explain its purpose. **Any additional attachments that you wish to include with the one page application are welcome and encouraged.**

VOLUNTEERS - The use of volunteers, both individual citizens and organizations, is an important part of the Urban & Community Forestry (U&CF) program. In order to qualify for tree planting funds you **MUST** have volunteers involved in the project. Some examples are: FFA Chapters, 4-H Clubs, Master Gardeners, student organizations, garden clubs, tree boards, civic organizations, non-profit groups, etc.

FUNDS – This is a 50/50 cost-share grant. Grant funds must be matched equally, or exceeded, with non-federal cash funds. **For example, if you are requesting \$3,000, you must match the \$3,000 grant request with at least \$3,000 in local cash funds, for a total project expenditure of \$6,000.** This year the minimum that can be requested is \$3,000 and the maximum request is \$10,000. **A successful grant recipient must utilize both the funds requested as well as the local match shown on the application in order to receive U&CF grant funds.** Requests for payments less than the amount applied for will not be accepted. **Local matching funds for the tree planting grants category must be a cash match.** Plan your project funding carefully. Materials such as mulch, protective fencing, staking, and tree irrigation can be included in the total project cost.

LAND OWNERSHIP - All tree planting grant funded projects must be on nonfederal publicly owned property. Some examples are community gateways, greenways, urban riparian areas, and along streets on public right-of-ways. (**Be cautious of utilities and widening of streets in the last example**).

MAINTENANCE - You will be required to provide extra care and maintenance for a **minimum of 5 years** to ensure proper establishment of the trees. Watering, mulching, monitoring for insect and disease problems and protection from wildlife damage and lawn equipment damage are necessary to insure a successful planting. This includes keeping an area around the base of the tree free of competing grass and weeds. List on the application who or what agency will be responsible for at least five years of project maintenance.

TREES - Trees purchased and used under this matching grant must have a shape and be a **minimum of 1 ½ inches in calliper** (evergreens must be a minimum of 4 feet in height). While grant funds must be used for single stem trees, a portion of the local match may be used for shrubs. Only high quality nursery stock should be used and trees purchased must meet the specifications of the ANSI Z60.1-2014 American Standard for Nursery Stock. A copy of the American Standard for Nursery Stock can be obtained by contacting the Wyoming State Forestry Division or by going to the American Horticulture Industry Association website at: https://americanhort.org/documents/ansi_nursery_stock_standards_americanhort_2014.pdf

PLANTING - All trees must be planted in accordance with proper modern tree planting techniques. Proper irrigation and mulching is critical to insure good health and survival of new plantings. When selecting your planting areas consider the type of soil in relation to the tree's growing requirements. Proper planting and maintenance specifications will be provided to applicants that receive funding. **All trees must be mulched in order to ensure healthy root growth and to protect the new trees from mower and weed trimmer damage.** The mulch layer should consist of wood chips or similar material. The mulch should be between 2 and 4 inches deep and extend to at least a 3 foot diameter around the base of the tree.

PHOTOS - You are required to submit digital or print photographs of the project site with the application. **Photos should be high quality resolution, and can be printed on photo paper or sent digitally.** If your application is approved for funding, color photographs of the actual planting will also be required with the project report. For additional information on pictures see the PHOTO REQUIREMENTS sheet. These photos are an important component of a report that is distributed to all those responsible for continued funding of this program.

SUB-RECEIPIENT AGREEMENT - Successful grant applicants will be required to sign a sub-recipient agreement outlining the requirements of this grant program.

PROJECT COMPLETION – If a project is funded, a PROJECT REPORT/REQUEST FOR PAYMENT form with color photographs no larger than 4x6 taken during the planting or of the completed project must be submitted to the Wyoming State Forestry Division for payment. This form will be provided to applicants who receive grant funding. Grant funds will be dispersed on a reimbursement basis upon receipt of this documentation. All projects must be completed and the Request for Payment form **MUST be received by September 30, 2020.**

SOME EVALUATION CRITERIA INCLUDES

- How the project will have a positive environmental or economic impact on the community
- How the project improves the overall condition of the community forest
- Potential for the project to inspire additional tree planting in the community
- Involvement of the community in the development or implementation of the project
- Development of partnerships or the leveraging of funds
- Demonstration of commitment to long term maintenance
- Feasibility of project budget for proposed activities
- Appropriateness of the site conditions for tree planting
- How well the applicant has completed and maintained previous grant projects
- New and innovative planting projects that increase public awareness of community trees

Preference may be given to:

- Applicants who have not recently received a Community Forestry grant
- Projects in communities that are currently Tree City USA certified
- Projects in communities that have a local tree board or similar organization

INFORMATION

If you have any questions please contact Tara Costanzo at (307) 777-3626 or email tara.costanzo@wyo.gov or Aaron Lumley at (307) 777-5659 or email aaron.lumley@wyo.gov .

As required by federal regulations, sub-recipients are required to have an audit done in accordance with the provisions of OMB Circular A-133 should they expend more than \$750,000 in total of federal assistance from any funding or pass-through agency.

TREE PLANTING PHOTO REQUIREMENTS

Each year as part of your grant application and request for reimbursement, you are asked to submit pictures of your project. These photos are then used to prepare a detailed report which we submit to those involved with continued funding of this program. In order to have quality reproduction of your photos, please follow these guidelines:

- 1) **USE ONLY HIGH QUALITY DIGITAL PHOTOS**
 - Digital Photos saved to a CD/DVD or a USB drive will also be accepted
 - Printed photos must be no larger than 4x6 and printed on photo quality paper.
- 2) **DO NOT STAPLE THE PHOTOS**
- 3) **DO NOT GLUE THE PHOTOS DOWN**
 - Many photos are damaged when we try to remove them.
- 5) **DO NOT FOLD THE PHOTOS OR THE DIGITAL PHOTO PAPER**
- 4) **DO NOT WRITE ON THE FRONT OF THE PICTURES OR PLACE LABELS/STICKERS ON THEM**
 - If you choose to mark the back of the photos, please use adhesive labels or a permanent ink felt tip pen (i.e. "Sharpie"). Make sure the ink is dry before stacking the photos to avoid smearing. If you wish to point something out on the photo, make a Xerox copy of the photo and mark it.
- 5) **TAKE YOUR BEFORE AND AFTER PHOTOS FROM THE SAME LOCATION**
 - Face the same direction whenever possible to better illustrate the full impact of the planting.
- 6) **PLEASE TAKE PICTURES OF THE VOLUNTEERS WHILE THEY ARE PLANTING THE TREES**

The following page(s) contain the backup material for Agenda Item: [9:40 Congestion Mitigation & Air Quality Bid Award](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: CMAQ Grant CM 18404 and CM 19405

DATE: 02/26/2020

Attached, you will find documents regarding the Congestion Mitigation and Air Quality (CMAQ) grant. This grant is for Campbell County Road and Bridge to purchase a product for dust suppression on highly traveled county gravel roads. These roads, which were part of the grant application, include Turnercrest, Pine Tree Road, portions of Clarkelen Road, Todd Road, Van Buggenum Road, Christensen Road, and Cosner Road. Both of these grants have already been approved by the Commissioners in prior years and have a project completion date of December 1, 2020.

The documentation before you is due to a requirement of the grant. Road and Bridge went out for bid and received a bid from Desert Mountain Corporation. Desert Mountain has provided pricing as follows: 3,375 tons of Magnesium Chloride at \$443,846.25 or 1,700 tons of Lignosulfonate at \$391,969.00. Road and Bridge would like to award the bid to Desert Mountain Corporation for the 1,700 tons of Lignosulfonate at \$391,969.00. This product will be delivered to Campbell County by Desert Mountain Corporation and Campbell County Road, and Bridge will store the material and put the material on the roads before December 1, 2020.

Thank you!



WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



February 20, 2020

Campbell County
Attention: Kevin F. Geis, P.E.
500 South Gillette Avenue
Gillette, WY 82716

RE: Concurrence in Bid Award - FY2018 and FY2019 Congestion Mitigation Air Quality (CMAQ) Projects CM18404 and CM19405

Dear Kevin,

This letter serves to inform Campbell County that after review of the bid tabulation and supporting documentation submitted, we concur in your recommendation to award the projects to Desert Mountain Corporation. Please ensure that the low bidder is made aware that should any additional opportunities for subcontracting arise on the project, they *must* solicit DBE's for bids for the work and show proof of the solicitation.

Once the contract, *with the FHWA 1273 physically attached*, has been fully executed, please email a copy to me for review.

This is NOT your Notice to Proceed with Construction. Your Notice to Proceed with Construction will be issued after a copy of the fully executed contract is received.

If you should have any questions please feel free to call me at 307-777-4862 or david.herdt@wyo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Herdt".

David M. Herdt
Local Programs Specialist

Cc: Scott Taylor, P.E. – WYDOT District Engineer

Link to: [CM18404 Project Forms](#) and [CM19405 Project Forms](#)

COUNTY BID FORM

Please submit this form with the bid prices:

ITEM	Quantity Tons	Cost per ton	TOTAL Price
Supply Magnesium Chloride FOB to Gillette	3,375	131.51	443,846. ²⁵
or			
Supply Lignosulfonate FOB to Gillette	1,700	230.57	391,969. ⁰⁰

DATE OF BID: February 19, 2020, at the hour of 2:00 P.M.

LOCATION OF BID OPENING: Campbell County Road & Bridge, 1704 4J Road, Gillette Wyoming

AUTHORIZED REPRESENTATIVE Lynn James

COMPANY NAME Desert Mountain Corporation

ADDRESS 877 N. 8th West, Suite 7

Riverton WY 82501

PHONE: (208) 521-1275

PERSON TO CONTACT: Lynn James

The BIDDER will furnish the Magnesium Chloride or Lignosulfonate for the following price(s):

UNIT PRICE SCHEDULE

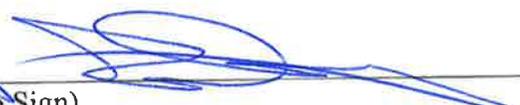
Item	PAY ITEM DESCRIPTION	UNITS	QTY	Unit Price	Total Price
1	Magnesium Chloride FOB to Gillette	tons	3,375		
Or					
1	Lignosulfonate FOB to Gillette	Tons	1,700	230.57	391,969. ⁰⁰
Total					

TOTAL = \$ 391,969.⁰⁰

TOTAL = Three hundred ninetyone thousand nine hundred sixty nine
(USE WORDS)

By Desert Mountain Corporation
(Name (Individual, Partnership, Corporation, or Joint Venture))

Wyoming
(State of Residency)

By Paul Bessey 
(Name of Person Authorized to Sign)

President
(Title)

Corporate Seal (If Applicable)

Attest 
(Secretary)

Business Address: (P.O. Box 62)
877 N. 8th West, Riverton, WY 82501

Phone No.: (208) 521-1275 (Lynn James)

The BIDDER will furnish the Magnesium Chloride or Lignosulfonate for the following price(s):

UNIT PRICE SCHEDULE

Item	PAY ITEM DESCRIPTION	UNITS	QTY	Unit Price	Total Price
1	Magnesium Chloride FOB to Gillette	tons	3,375	131.51	443,846. ²⁵
Or					
1	Lignosulfonate FOB to Gillette	Tons	1,700		
Total					

TOTAL = \$ 443,846.²⁵

TOTAL = Four hundred forty three thousand eight hundred forty six dollars and twenty five cents
(USE WORDS)

By Desert Mountain Corporation
Name (Individual, Partnership, Corporation, or Joint Venture)

Wyoming
(State of Residency)

By Paul Besser
(Name of Person Authorized to Sign)

President
(Title)

Corporate Seal (If Applicable) Wad A
Attest _____
(Secretary)

Business Address: 877 N. 8th West, Riverton, WY 82501

Phone No.: (308) 521-1275 (Lynn James)

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

SECTION 00410 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: Desert Mountain Corporation
of the County of Fremont, State of Wyoming,
(hereinafter called Principal) as Principal, and Nationwide Mutual Insurance Company,
(hereinafter called Surety) as Surety authorized under the laws of the State of Ohio
to act as Surety on bonds for Principals, are held and firmly bound unto **CAMPBELL**
COUNTY, (hereinafter called Owner), in the penal sum of Five Percent of the Total Bid Submitted
(\$ 5%), dollars in lawful money of the United
States for payment of Principal and Surety, bind themselves, their heirs, executors,
administrator, successors, and assigns, jointly and severally and firmly by these presents.

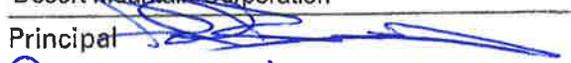
WHEREAS, Principal has submitted a Bid to enter into a certain written Contract with
Owner for: "**CAMPBELL COUNTY - PHASE IV & V DUST SUPPRESSION PROJECTS**",
CAMPBELL COUNTY, WYOMING, hereinafter called Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept
the Bid of the Principal and Principal shall faithfully enter into a Contract with the Owner in
accordance with the terms of the Bid and give such Bonds as are specified in the Bidding
or Contract Documents, or in the event of the failure of Principal to enter into such
Contract and give such bond or bonds, if Principal shall pay to the Owner the difference
not to exceed the penalty hereof between the amount specified in said Bid and such larger
amount for which Owner may in good faith contract with another party to perform the
Work covered by said Bid, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this 19th day of February, 2020



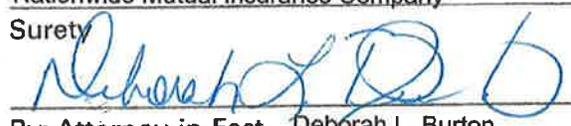
Witness

Desert Mountain Corporation
Principal 
President

Title

Kenneth A. Stone

Witness

Nationwide Mutual Insurance Company
Surety 
By: Attorney-in-Fact Deborah L. Burton

END OF SECTION 00410

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Natlionwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Deborah L. Burton

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number Bid Bond
Principal Desert Mountain Corporation
Obligee Campbell County, WY

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Natlionwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello
Notary Public, State of New York
No. 02066126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of February, 2020

Assistant Secretary



REGISTRATION WITH THE WYOMING SECRETARY OF STATE

The person, or persons, by signing this proposal certify that:

1. Is this a corporation or limited liability company?
2. Has the above mentioned corporation or limited liability company filed its annual report with the Wyoming Secretary of State to do business in the State of Wyoming?

yes

Reference Wyoming Statutes 17-15-112 and 17-16-1630.

SUBMITTED this 18th day of February, 2020.

CONTRACTOR: Desert Mountain Corporation

ADDRESS: P.O. Box 11633; 4381 US Hwy 64
Kirtland, NM 87417

PRINTED NAME: Ginger Lockeby

SIGNATURE: Ginger Lockeby

TITLE: Contracts



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278



Robin Sessions Cooley
Director

CAMPBELL COUNTY
ROAD AND BRIDGE LOCKEY
1704 4J ROAD
GILLETTE, WY 82718

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 88732
ONLY VALID AS ISSUED TO: CAMPBELL COUNTY
EFFECTIVE DATE: 2/11/2020
EXPIRATION DATE: 2/11/2021

PROJECT: ginger@desertmtncorp.com

A review of the Division files indicates that DESERT MOUNTAIN CORPORATION is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use DESERT MOUNTAIN CORPORATION after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

DESERT MOUNTAIN CORPORATION
PO BOX 622
RIVERTON, WY 82501



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<http://www.wyomingworkforce.org>



Robin Sessions Cooley
Director

Recipient:

Employer:

CAMPBELL COUNTY
Attn: ROAD AND BRIDGE LOCKEY
1704 4J ROAD
GILLETTE, WY 82718

DESERT MOUNTAIN CORPORATION
PO BOX 622
RIVERTON, WY
82501

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 2/11/2020
EXPIRATION DATE: 2/11/2021
Job Reference: ginger@desertmtncorp.com

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kysar Millennium Leavitt Insurance Agency, Inc. 300 W Arrington Suite 100 Farmington NM 87401	CONTACT NAME: Judi Vaughn	
	PHONE (A/C, No, Ext): (505) 325-4561 FAX (A/C, No): E-MAIL ADDRESS: judi-vaughn@leavitt.com	
INSURED DESERT MOUNTAIN CORPORATION PO Box 1633 Kirtland NM 87417	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Midwest Family Mutual Insurance Company	23574
	INSURER B: New Mexico Mutual Group	40627
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CI2011324958 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Sudden-Accidental Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	Primary & Non-Contributory CPNM0560117568	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	Primary & Non-Contributory CPNM0560117568	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	Y	Following Form CPNM0560117568	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0096268.101	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Stop Gap/Emp Liability			CPNM0560117568	2/1/2020	2/1/2021	1,000,000
A	Motor Truck Cargo			CPNM0560117568	2/1/2020	2/1/2021	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:
WYDOT Project No. SCP-TC-P182032
Creston Jct. - Baggs (Muddy Creek North Section)
Carbon County

CERTIFICATE HOLDER APINVOICES@WYO.GOV Wyoming Department of Transportation 5300 Bishop Blvd Cheyenne, WY 82009	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Vaughn-Exec/JUVAUG 

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ADVERTISEMENT FOR BIDS

Campbell County
Campbell County Roads - Phase IV and V Dust Suppression Projects
CMAQ (Congestion Mitigation Air Quality)
Federal Projects: CM 00.00 CM18404
CD 0.00 CM19405

Campbell County Road & Bridge Department desires to purchase Magnesium Chloride Aqueous Solution or Lignosulfonate Aqueous Solution to be used as a dust suppressant for the Campbell County Roads Project.

The solution will contain a minimum of 30% Magnesium Chloride, (MgCl₂) or 55% dry matter Lignosulfonate.

Bids shall be on the companies' letterhead and signed by an officer of the company. Bids will include a unit price per ton of solution, including delivery charge. Anticipated start date for the project is April 1, 2020, with all work to be completed by November 30, 2020.

The project will be bid as Campbell County Dust Suppression Project with two bid schedules as follows:

	Project Number	Quantity MagChloride	Quantity Lignin
Schedule A	CM18404	1575 tons	800 tons
Schedule B	CM19405	1800 tons	900 tons
	Total	3,375 tons	1,700 tons

The total quantity to be bid is 3,375 tons Magnesium Chloride or 1,700 tons Lignosulfonate aqueous solutions FOB delivered to Gillette, WY.

This purchase is being funded by Campbell County and the Wyoming Department of Transportation (WYDOT) with Federal funds and is subject to a financial assistance contract between Campbell County, WYDOT and the Federal Highway Administration.

Sealed bids for the Campbell County Roads –Dust Suppression Project will be received by the Campbell County Road & Bridge, 1704 4J Road, Gillette, WY 82718 until 2:00 p.m., local time, on February 19, 2020. Bids received after this time will not be accepted and will be returned unopened.

At said time and place, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud. All interested parties are invited to attend.

Copies of the Project Manual are on file and may be obtained at Campbell County Road & Bridge, 1704 4J Road, Gillette, Wyoming 82718.

No Bid may be withdrawn within a period of sixty (60) days after the date Bids are received.

Campbell County reserves the right to reject any and/or accept the bid which is in the best interest of Campbell County.

Publish: January 28, 2020
 February 4, 2020
 February 11, 2020

DIVISION 0 - BIDDING DOCUMENTS

SECTION 00100 - INSTRUCTION TO BIDDERS

**Campbell County
Campbell County – Phase IV and V Dust Suppression Projects
CMAQ (Congestion Mitigation Air Quality)
Federal Projects: CMAQ CM 00.00 CM18404
CD 0.00 CM19405**

Each Bid must be submitted in a sealed envelope addressed to the **CAMPBELL COUNTY ROAD & BRIDGE, 1704 4J ROAD, GILLETTE, WY 82718**. Each sealed envelope containing a Bid must be plainly marked on the outside of the envelope as "**BID FOR THE CAMPBELL COUNTY –Phase IV & V DUST SUPPRESSION PROJECTS**", and the envelope should bear on the outside the Bidder's name, address, and license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Campbell County Road & Bridge, 1704 4J Road, Gillette, WY 82718.

All Bids must be made on the required Bid Form. Said Bid form includes the following:

- Instruction to Bidders
- Bid Form
- Registration with the Wyoming Secretary of State
- Unit Price Schedule
- Certification of Suspension or Debarment

All blank spaces for Bid prices must be filled in, either in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Unit Bid Prices and Extended Total Prices of each item shall be stated in numerals. If there is a discrepancy between the Unit Price and Extended Total Cost based on the estimated quantities on the Bid Form, the Unit Price shall govern and the Extended Total Cost shall be adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. **Only One (1) copy of the Bid Form is required.** Additional copies of the Bid Form may be obtained from the Campbell County Road and Bridge.

Campbell County may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the date of the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between Campbell County Road & Bridge and the Bidder.

The party to whom the Contract is awarded will be required to execute the Contract Agreement within **fifteen (15) calendar days** from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract Agreement.

Campbell County, within **fifteen (15) calendar days** of receipt of acceptable Contract Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Contract Agreement. Should Campbell County not execute the Contract Agreement within such period, the Bidder may by written notice withdraw the signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by Campbell County.

A conditional or qualified Bid **will not** be accepted. Owner reserves the right to reject any unbalanced bid.

END OF SECTION 00100

Road and Bridge



1704 4J Road
Gillette, WY 82718
307-682-4411

**STANDARD
BIDDING AND CONTRACT DOCUMENTS
FOR**

**Campbell County
Campbell County Roads - Phase IV & V
Dust Suppression Projects
CMAQ (Congestion Mitigation Air Quality)
Federal Projects:
CM 0.00 CM 18404
CD 0.00 CM 19405**

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if awarded.

[Handwritten mark]

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
SECTION 00500 – CONTRACT AGREEMENT

Campbell County

Campbell County Roads – Phase IV & V Dust Suppression Projects

CMAQ (Congestion Mitigation Air Quality)

Federal Projects: CM 0.00 CM 18404

CD 0.00 CM 19405

This Agreement is made and entered into between Campbell County, Wyoming, by and through its Board of County Commissioners, 1704 4J Road, Gillette, WY 82718 hereinafter **OWNER** and *Desert Mountain Corporation* in the State of Wyoming, hereafter called the **CONTRACTOR**.

In consideration of the payments and promises contained herein to be performed by the parties, the parties agree as follows:

Owner has applied and received funding pursuant to CMAQ Federal Projects CM 0.00 CM 18404 and CD 0.00 CM 19405 (hereinafter **PROJECT**) for the purpose of dust suppression. The project will have two bid schedules as follows:

Bid Schedule A - Project No. CM 18404	Bid Schedule B - Project No. CM 19405
Turnercrest Road	Cosner Road
Pine Tree Road	Clarkelen Road (MP 20 to 37.1)
Clarkelen Road (MP 0 to 20)	
Todd Road	
Van Buggenum Road	
Christensen Road	

The **PROJECT** for which funds have been granted requires the application of Magnesium Chloride or Lignosulfonate Solution to the roads.

CONTRACTOR shall provide ~~Three Thousand Three Hundred Seventy-five (3,375) tons of solution with no less than thirty percent (30%) Magnesium Chloride (MgCl₂) content or~~ One Thousand Seven Hundred (1,700) tons of solution with no less than fifty-five percent (55%) Lignosulfonate dry matter content (hereinafter **PRODUCT**). The **PRODUCT** shall be delivered FOB to Gillette, Wyoming at a more specific location to be designated by **OWNER**. The **PRODUCT** must be delivered so as to be

NOTICE OF AWARD

Date: _____

TO: Desert Mountain Corporation
P.O. Box 1633
Kirtland, NM, ~~87411~~ 87417

Campbell County, having considered the Bid submitted for the
Campbell County Roads – Phase IV & V Dust Suppression Projects
CMAQ (Congestion Mitigation Air Quality)
Federal Projects: CM 0.00 CM 18404
CD 0.00 CM 19405

and it appears that your Bid of \$ 391,969.00 is fair, equitable, and to the best interest of Campbell County, Gillette, Wyoming, and having authorized the ~~Magnesium Chloride~~ ^{Signature} to be delivered, said Bid is hereby accepted at the Bid Prices contained on the Bid Form.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement within fifteen (15) calendar days from the date this Notice of Award is delivered.

CAMPBELL COUNTY, WYOMING

By: _____
DG Reardon

Title: Chairman, Campbell County Commissioners

ACKNOWLEDGMENT

Date: _____

I hereby acknowledge receipt of this Notice of Award dated _____.

Contractor: Desert Mountain Corp.

Signature: 

Title: President

utilized by owner not later than Nov 30, 2010 all in accordance with the bid documents and Project Manual for **PROJECT**.

If the **PRODUCT** is delivered by rail car, the **PRODUCT** must be available to **OWNER** at all times until **PROJECT** is completed.

OWNER shall pay **CONTRACTOR** and **CONTRACTOR** shall receive as full compensation for everything furnished and done by the **CONTRACTOR** under this agreement the sum of \$391,969.00 which is the amount **CONTRACTOR** bid for the **PROJECT** which shall include all loss, damages arising out of the work performed by **CONTRACTOR**, the action of the elements and any other unforeseen contingencies or difficulties which may be encountered by the **CONTRACTOR**.

Payment shall be made by **OWNER** within forty-five (45) days of the conclusion of the **PROJECT** following receipt of an itemized invoice/claim for payment as required by Wyoming law.

It is specifically agreed and understood that this **PROJECT** is funded in part by federal funds under the referenced project number and **OWNERS** responsibilities for completion of the **PROJECT** under this agreement are conditional on final approval and receipt of said funding.

This agreement and the Project Manual for **PROJECT** contain the entire agreement of the parties. Any alteration or amendment to this agreement must be done by writing, signed by both parties.

Campbell County

DG Reardon, Chairman

Dated: _____


Contractor
Desert Mountain Corporation
Paul Bessey,
President

Dated: February 18, 2010

NOTICE TO PROCEED

Date: _____

TO: Desert Mountain Corporation
P.O. Box 1633
Kirtland NM 87417

Campbell County, having received the Contract Agreement, hereby authorize you to proceed with the delivery of ~~3,375 tons Magnesium Chloride~~ or 1,700 tons Lignosulfonate for the

Campbell County – Phase IV & V Dust Suppression Projects
CMAQ (Congestion Mitigation Air Quality)
Federal Projects: CM18404
CM19405

in accordance with the Contract Documents.

CAMPBELL COUNTY COMMISSIONERS

By: _____
DG Reardon

Title: Chairman

ACKNOWLEDGMENT

Date: _____

I hereby acknowledge receipt of this Notice to Proceed dated _____

Contractor: Desert Mountain Corporation

Address: P.O. Box 1633
Kirtland NM 87417

Signature: _____

Title: _____

CMAQ
REQUIREMENTS

SCOPE OF WORK

The work will consist of supplying magnesium chloride aqueous solution (30 percent minimum magnesium chloride) or lignosulfonate aqueous solution (55 percent minimum dry matter lignosulfonate) as dust suppressant. The material will be delivered to Gillette, Wyoming, for pickup by Campbell County Road and Bridge (CCR&B) personnel, or delivered to CCR&B's yard at 1704 4J Road. If it is delivered to CCR&B's yard, supplier must make provisions for the storage of said material to meet CCR&B's use. The quantity to be delivered is 3,375 (Three Thousand Three Hundred Seventy-five) tons of magnesium chloride or 1,700 (One Thousand Seven Hundred) tons lignosulfonate and will need to be delivered on CCR&B's schedule to meet the overall project completion date of December 1, 2020.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Magnesium chloride or lignosulfonate aqueous solution will be measured by the unit (tons) and will be monitored based on quantity delivered as indicated on the bill of lading.

Payment for delivered magnesium chloride aqueous solution will be made on a unit price (tons) basis at the unit price in the Unit Price Schedule. Payment details are as described in section "Acceptance of Contract Work Material".

PATENTED/PROPRIETARY MATERIALS AND PRODUCTS

The contractor/supplier is to observe all patent and copyright laws and obtain through legal agreement with rights holders all necessary permissions for the use of intellectual property employed or incorporated in the work. Indemnify, defend, and hold harmless the CCR&B, affected third parties, and affected political entities from claims, lawsuits, or causes of action for infringement filed against the contractor by the rights holder of protected intellectual property. Pay any costs, expenses, or damages incurred by reason of such infringement, at any time.

Material or product selection.

(a) Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

(1) Such patented or proprietary item is purchased or obtained through competitive bidding with equally suitable unpatented items; or

(2) The State transportation department certifies either that such patented or proprietary item is essential for synchronization with existing highway facilities, or that no equally suitable alternate exists; or

(3) Such patented or proprietary item is used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.

(b) When there is available for purchase more than one non-patented, non-proprietary material, semi-finished or finished article or product that will fulfill the requirements for an item of work of a project and these available materials or products are judged to be of satisfactory quality and equally acceptable on the basis of engineering analysis and the anticipated prices for the related item(s) of work are estimated to be approximately the same, the PS&E for the project shall either contain or include by reference the specifications for each such material or product that is considered acceptable for incorporation in the work. If the State transportation department wishes to substitute some other acceptable material or product for the material or product designated by the successful bidder or bid as the lowest alternate, and such substitution results in an increase in costs, there will not be Federal-aid participation in any increase in costs.

(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

EXTRA WORK AND CHANGE ORDERS

CCR&B may direct the contractor/supplier to supply additional material necessary to complete the project and pay for such material by the use of contract unit prices if they are representative of the material to be supplied. CCR&B and the supplier may negotiate new unit prices if there are changed conditions or requirements.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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

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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

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. 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.

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.

9. Disputes concerning labor standards. 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.

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

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.

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 of \$10 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.

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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

- (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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 -- REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.
Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO
PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) 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 (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor 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.

"(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 Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Local Governments awarded Federal Funds for projects must ensure a Disadvantaged Business Enterprise (DBE) has an equal opportunity to compete for and perform contracts and subcontracts. They are required to use best efforts to solicit bids from and maximize use of DBE (sub)contractors.

If subcontracting opportunities arise at a later date, solicit bids from DBEs qualified to perform work. Submit a list of the DBEs contacted to the WYDOT Civil Rights Office prior to submitting the proposed subcontract for approval.

Do not discriminate or allow subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR part 26 in the award and administration of this USDOT assisted contract. Failure to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the department deems appropriate.

Take reasonable steps, and make certain all subcontractors do the same, to ensure that DBE small businesses have fair opportunity to compete for and perform work provided in this contract.

Documented Bid Solicitation:

Provide, and ensure all subcontractors provide, documented bid solicitation affirmative action in securing DBE participation for subcontract work. Record documented bid solicitation efforts on form E-91-CCR&B. Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms. That documentation includes but is not limited to the following:

A. Documentation of DBE Participation efforts:

1. List each DBE firm contacted for quotes and each DBE firm that supplied quotes although not solicited. Include the type of work for which quotes were requested for each item.
2. Complete all portions of the E-91-CCR&B form including the firm name, type of work or materials requested; contact method and the contact date. The Contact Results section should indicate if there was No Response, the firm was Not Interested, Not quoting on this project, Quote submitted – See bid or Quote submitted – not used. If the quote was not used, you should indicate the name and amount of quote for the non-DBE firm that will be used to do the same work.
3. At anytime, WYDOT or the Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms.
4. Failure to meet the previous requirements will be grounds for a determination of lack of documented bid solicitation effort, and the contract may be awarded to the next lowest responsive bidder who has exhibited documented bid solicitation efforts.

B. Documented bid solicitation affirmative action includes but is not necessarily limited to the following:

1. Advertising in general circulation, trade association, and minority focus media concerning the DBE subcontracting opportunities;
2. Providing written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited, in sufficient time to allow them to participate effectively;
3. Following up the initial solicitations of interest by contacting DBEs to determine with certainty whether they are interested;
4. Selecting portions of the work of the contract that could be performed by DBEs;

5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;
 6. Making an effort to negotiate with DBEs interested and not rejecting any DBEs as unqualified;
 7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
 8. Effectively using the services of available minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs;
 9. Use documented bid solicitation effort actions when securing replacements for each DBE that has provided written documentation to the contractor, as to why the DBE firm is unable to honor a commitment to do subcontract work or supply materials.
- For information concerning the counting of DBE participation, refer to WYDOT's Disadvantaged Business Enterprise Program Plan. The WYDOT's DBE Program Plan and a current DBE certification listing are available on the WYDOT web page.

COMMERCIALLY USEFUL FUNCTION:

Ensure the DBE performs a commercially useful function (CUF) in the work of a contract. A DBE is considered to perform a CUF when it is solely responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved, consistent with industry practices. In determining whether a DBE has performed a CUF in the work of a contract, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. Only expenditures to a DBE that performs a CUF in the work of a contract will be counted toward DBE participation. It is not consistent with industry practices if a DBE enters into a subcontract to perform certain elements of the work of a contract if it does not own, lease, or operate the necessary equipment to perform the work.

A DBE may lease equipment from the contractor, provided a rental agreement, separate from the subcontract, specifying the terms of the lease arrangement is approved by the State Construction Engineer prior to the DBE starting the work. Bill the DBE as specified in the equipment lease. Do not deduct lease payments from the DBEs progress payments.

CONTRACTOR ASSISTANCE:

Provide direct assistance to DBE subcontractors and DBE materials suppliers in analyzing plans and specifications, securing bonding, and in the planning and management of the subcontract work. Ensure such assistance is on a limited basis and is designed to enhance the growth and competitiveness of the DBE. Long term, continual, or repetitive assistance by a contractor to the same DBE may be construed as disproportionate dependence upon the contractor. In all instances, ensure a DBE maintains its managerial and operational responsibilities for compliance with the CUF requirement. Do not prepare bids for a DBE.

MEASUREMENT and PAYMENT:

Work related to the provisions of this specification, including but not limited to pursuit of DBE participation, providing assistance to DBE subcontractors or DBE materials suppliers in analyzing plans and specifications, securing bonding in the planning and management of the subcontract work, and in meeting the requirements of this specification, will not be measured or paid for separately but is considered incidental to the contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Bidder certifies that:

It has taken affirmative action to seek out and consider Disadvantaged Business Enterprises (DBEs) as potential subcontractors. DBE is a certification program under the U.S. Department of Transportation for minority – or women-owned – operated and controlled firms that are involved in highway and airport construction.

It has taken affirmative action to seek out and consider DBEs as potential suppliers.

Further, the Bidder shall:

Specifically describe, on separate lines of this form, each component of work of the contract to be subcontracted to each DBE Firm is being used as a supplier of materials and for other subcontract work (e.g. furnish sign materials as a supplier and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once performing subcontract work.

List all contacts and follow-up contacts made with the potential DBE subcontractors and DBE material suppliers. (If necessary, use additional sheets).

List the dollar amount quoted by each responding DBE subcontractor for the work described in accordance with "B" above and the dollar amount quoted by each DBE material supplier for the materials described in accordance with "A" above.

Only those DBEs possessing current certification by WYDOT will be eligible to meet the requirements of the DBE program.

Indicate responding DBEs that will be used, and those that will not be used.

Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

CHANGED CONDITIONS CLAUSE

Standardized Changed Condition Clauses - 23 CFR 635.109

a. Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

1. *Differing site conditions.*

- i. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- ii. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- iv. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

2. *Suspensions of work ordered by the engineer.*

- i. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- ii. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- iv. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3. *Significant changes in the character of work.*

- i. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to

satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

- ii. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
 - iii. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
 - iv. The term "significant change" shall be construed to apply only to the following circumstances:
 - A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - B. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.
- b. The provisions of this section shall be governed by the following:
1. Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.
 2. Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.
- c. In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

BIDDER PREFERENCE

The provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials DO NOT apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.

FEDERAL WAGE RATE DETERMINATION

Federal wages, where applicable, will be determined by the following three page attachment:

WYOMING DEPARTMENT OF TRANSPORTATION

FEDERAL WAGE DETERMINATION DECISION

WAGE DISTRICT THREE

The following schedule of predetermined minimum wage rates as set forth by the U.S. Secretary of Labor is made part of the contract documents of this project. The Contractor shall pay not less than these rates:

Project No. CM18404 AND CM19405 State: WYOMING – STATEWIDE
 (Excludes Laramie & Natrona Counties)

Road: Various Decision: DOL-40

County: Campbell Decision Date: June 1, 2018

Code No.	Craft	Basic Hourly Rate	Hourly Fringe Benefit	Total Wage & Fringe
0101	Laborers (Group 1)	\$16.79	\$0.00	\$16.79
0102	Laborers (Group 2)	\$18.67	\$2.40	\$21.07
0103	Laborers (Group 3)	\$21.59	\$3.14	\$24.73
0201	Truck Drivers (Group 1)	\$19.52	\$2.62	\$22.14
0202	Truck Drivers (Group 2)	\$21.01	\$5.21	\$26.22
0301	Power Equipment Operators (Group 1)	\$21.97	\$3.16	\$25.13
0302	Power Equipment Operators (Group 2)	\$22.86	\$5.84	\$28.70
0303	Power Equipment Operators (Group 3)	\$27.06	\$7.48	\$34.54
0401	Carpenter	\$21.07	\$3.39	\$24.46
0501	Concrete Finisher	\$22.90	\$3.41	\$26.31
0601	Iron Worker	\$27.18	\$14.35	\$41.53
0901	Electrician	\$32.64	\$9.94	\$42.58
0902	Groundman	\$24.31	\$11.28	\$35.59
0903	Equipment Operator (electrical work)	\$34.14	\$12.90	\$47.04

0101 - LABORERS: (Group 1)

Erector & Installer (fences, guardrail & barrier) Flag persons (traffic control) Form strippers General laborers Heater tender Material checker	Pick-up truck driver Pilot car driver Pre-watering, presetting & pre-irrigation (all work) Riprap man Tar & asphalt pot tender
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0102 – LABORERS: (Group 2)

Asphalt raker and tamper Bin wall installer Chain saw operator (clearing & grubbing) Concrete saw (all types) Dump man Form setter (paving) Hand operated vibratory roller High scalar Jackhammer & pavement breaker	Landscaper, landscape laborer Maintainer (Traffic Control) Mortar man on stone riprap Nozzle man (air, water, gunite & sandblasting) Painter (brush & spray) Pipe setter (all pipe types) Tamper operator (pneumatic, electric, gas & similar)
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0103 – LABORERS: (Group 3)

**Drill Doctor, Form setter and mover, Spader,
Spilling and/or Caisson Worker
Miner (driller), Machine man, Timber man.**

**Powderman, Blaster, Tender
Wagon drill, air-trac., (diamond and other drills for
Blasting powder or grouting).**

0201 – Truck Drivers: (Group 1)

**“A” Frame truck driver
Coring Machine (self propelled)
Dump Truck Driver (to and including 13 CY.)
Flat Rack Material Truck Driver (to 5 tons)
Fuel Service Truck Driver
Gang Truck Driver
Gravel Spreader**

**Greaseman, Tireman, Serviceman
Oil Distributor Driver (to & including 3,600 gal.)
Snow Plow Driver (the cy. rate of the truck)
Transit Mix or Wet Mix Truck Driver
Utility Winch Truck Driver
Water Truck Driver (to & including 3,600 gal.)**

0202 – Truck Drivers: (Group 2)

**Dump Truck Driver (14 to 45 CY.)
Flat Rack Material Truck Driver (over 5 tons)
Low Boy & Tandem Axle Float Driver
Multiple Axle Type Truck (semi)**

**Oil Distributor Driver (over 3,600 gal.)
Truck Mechanics
Water Truck Driver (over 3,600 gal.)
Winch Traller Truck Driver**

0301 – Power Equipment Operators: (Group 1)

**Air Compressor (all types)
Backhoes & Excavators (to 5 CY.)
Batch Bin Weighman, Sissorman or Hopper
Broom Operator (self propelled)
Chip Spreader Operator
Conveyor Belt Operator
Crusher Oiler
Form Grader Operator
Joint Machine Operator**

**Longitudinal Float Operator
Oiler, Utility
Power Loader (belt & bucket type)
Pump Operator
Roller Operator, self-propelled (Dirt)
Skid Steer (all attachments)
Tire Repairman (large construction equip. tires)
Tractor Operator (farm with or wo/power attachments)
Tugger (all types)**

0302 – Power Equipment Operators: (Group 2)

**Articulated Rock Truck (all capacity)
Asphalt Plant Operator
Backhoe, Excavator & Shovel (6 CY. & larger)
Batch Plant Operator
Bituminous Laydown Machine Operator
Concrete Batch Plant Operator
Concrete Finish Machine Operator
Concrete Spreader & Paver Operator
Concrete Multi Blade Span Saw (Hunt process)
Crusher Operator
Dozer Operator (all sizes & power attachments)
Draglines, Cranes, Piledriver & Truck Mounted
Cranes (Mfg. Rating: less than 3.5 CY., and/or
less than 50 tons, all attachments)
Drilling Machine, Integrated (all types)**

**Front End Loaders (1.5 to & including 10 CY.)
Hydro-type Crane (to 50 tons)
Mixer Operator, Concrete (over 1 yd.)
Motor Patrol Operator (all excluding finish)
Mulching Machine Operator
Oiler (crane & shovels)
Pavement Breaker, Hydro-Tamper & similar
Roller Operators, Asphalt (steel & pneumatic)
Roto-Milling Machine (under 8 ft. wide)
Scraper Equipment (all types and sizes)
Screed Operator
Trenching Machine Operator**

0303- Power Equipment Operators: (Group 3)

**Cranes (all types 90 tons & larger)
Draglines, Cranes, Piledrivers & Truck Mounted
Cranes (Mfg. Rating: 3.5 CY. or larger and/or
50 tons & larger, all attachments)
Front End Loaders (over 10 CY.)**

**Heavy Duty Mechanic, Machine Doctor, Welder
Hoist Operator (two or more drums, shafts, or raises)
Mixer Operator (dual drum)
Motor Patrol Operator (finish)
Roto-Milling Machine (8 ft. & larger)**

0401 – Structure Carpenter

0501 – Concrete Finisher

0601 – Ironworker

ELECTRICAL CONSTRUCTION

0901 – Electrician (Inside-wireman, Outside-Lineman, signal and lighting work)

0902 – Ground man

0903 – Experienced Operator (electrical work)



TITLE VI/EEO REQUIREMENTS

The bidder will need to complete and submit the Title VI/EEO requirements paperwork on the following pages.

APPLICATION FOR PAYMENT NO. ____

Owner: Campbell County, 1704 4J Road, Gillette, WY 82718

Contractor: Desert Mountain Corporation

Project: **Campbell County**
Campbell County Roads – Phase IV & V Stabilization and Dust Suppression Project
CMAQ (Congestion Mitigation Air Quality)
Federally Funded Projects: CM 0.00 CM 18404
CD 0.00 CM 19405

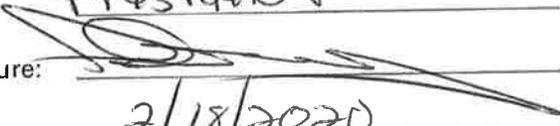
Original Contract Price	\$ _____
Total Completed and Stored to date	\$ _____
TOTAL PAYMENT DUE	\$ _____

SUPPLIER CERTIFICATION:

The undersigned Supplier certifies that to the best of his knowledge, information, and belief, the Product covered by this Application for Payment, supported by attached accompanying documents, has been delivered in accordance with the Contract Documents and, that all amounts have been paid by him for Product for which previous Applications for Payment were submitted, and that the current payment shown herein is due.

Contractor: Desert Mountain Corporation

Title: President

Signature: 

Date: 2/18/2020

Payment of the above amount due this application
is recommended this _____ day of _____, 2020

IDENTIFICATION OF TITLE VI/EEO COORDINATOR	
Funding Recipient/Contractor Name:	Desert Mountain Corporation
WYDOT Project #:	CM18404 AND CM19405
Project Location:	Campbell County, WY
Phone #:	(505) 598-5730

TITLE VI/EEO COORDINATOR'S QUALIFICATION REQUIREMENTS		
Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? (<i>Project Sponsor Only - Contractors need not respond</i>)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

TITLE VI/EEO COORDINATOR'S IDENTIFICATION		
<p>As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).</p> <p>The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.</p>		
Title VI/EEO Coordinator:	Signature:	Date:
Ginger Lockeby		2/18/2020
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:
Human Resource Director	ginger@desertmtncorp.com	505-598-5730

APPOINTING OFFICIAL'S IDENTIFICATION	
Appointing Official's Name:	Signature:
Paul Bessey	
Appointing Official's Work Title:	Date:
President	2-18-2020

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or lisa.fresquez@wyo.gov.

The United States Department of Transportation
Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

Desert Mountain Corporation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"Desert Mountain Corporation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, Desert Mountain Corporation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Desert Mountain Corporation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the FHWA Program. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By:

(Signature of Authorized Official)

DATE: 2-18-2020

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that Desert Mountain Corporation will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto Desert Mountain Corporation all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Desert Mountain Corporation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on Desert Mountain Corporation its successors and assigns.

Desert Mountain Corporation in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that Desert Mountain Corporation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by Desert Mountain Corporation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
- I. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Desert Mountain Corporation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Desert Mountain Corporation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Desert Mountain Corporation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Desert Mountain Corporation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Desert Mountain Corporation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Desert Mountain Corporation will there upon revert to and vest in and become the absolute property of Desert Mountain Corporation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CONTRACTOR'S REQUIRED PARTICIPATION

The contractor is responsible for completion of the project as specified; no subcontract releases the contractor from the contract obligations. The contractor must perform work equaling at least 30 percent of the value of the original contract amount using his or her own organization. In computing the contractor's required participation, the department will exclude the value of designated "specialty items" from the contract amount and the subcontracted amount.

ACCEPTANCE OF CONTRACT WORK MATERIALS

CCR&B will make payments at least once each month. Payments will be based on the engineer's estimates of the value of work performed and materials complete-in-place, in accordance with the contract, and for materials delivered, in accordance with Payment for Material on Hand below. The cut-off date for progress payments will be the 20th of the month.

Payment for Material on Hand

CCR&B may pay for materials stockpiled or stored for later use on the project and for which the supplier provides acceptable documentation indicating the material meets contract requirements. Stockpiled or stored materials may be located on the project or at acceptable, bonded facilities elsewhere, which the department reserves the right to inspect. CCR&B will not make such payment without a written request received at least 10 calendar days before the date of the next scheduled progress payment and may not pay more than 65 percent of the item's original bid extension. Include with the written request the following information as appropriate:

1. Purchased Materials. Support material and shipping costs by invoices, freight bills, or other information required by the engineer. The engineer may exceed the 65 percent limit if adequate documentation can be provided.
2. Stockpiled Aggregate. Submit a production statement supporting the crushing and transport costs, if applicable.

Payment for stockpiled or stored materials does not constitute acceptance, and the department may later reject materials for which it has made such payment.

Initial source documents pertaining to the determination of pay quantities are among those records and documents which must be retained pursuant to 49 CFR part 18.

COMPETITIVE BIDDING

The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.

The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.

This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

CONTRACTOR PROVIDED LABOR, MATERIALS AND EQUIPMENT

CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the Site.

CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuels, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the WORK.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Contractor on site: The contractor shall provide a project superintendent on-site at all times during construction activities. The superintendent shall be responsible for, but not limited to the following tasks:

1. Must be knowledgeable and familiar with plans, specs, addendums, and shop drawings.
2. Must review and approve shop drawings with signature.
3. Manage and oversee the construction activities of all sub-contractors.
4. Review and approve shop drawings of sub-contractors.
5. Review stakeout data, survey stakes and verify against the design plans prior to, and during, and during, associated construction activity.
6. Obtain approval from the owner/engineer prior to beginning any force account efforts.
7. Provide an accurate weekly construction schedule.
8. Available during non-working hours for emergencies and stormwater management erosion control.

JOB SITE POSTERS

A bulletin board at the job site must display the required posters. For a project with no specific "site" at a minimum, the foreman must have a notebook that includes all the required postings. A list of the required posters is available at:

http://www.dot.state.wy.us/home/business_with_wydot/civil_rights.default.html

BUY AMERICAN

This project is for supplying liquid magnesium chloride or liquid lignosulfonate dust suppressant only. If steel or iron was part of the project, it would have to meet the following:

Requirements for Steel and Iron

This contract requires the use of domestic iron and steel in the permanent components of a project. "Domestic" means all manufacturing processes occur within the United States. Such processes include, but are not limited to, rolling, extruding, machining, bending, grinding, drilling, and coating or similar processes to manufacture or modify the physical properties or chemical composition of iron or steel. Coatings include any protective or value-enhancing process. The City will, however, accept:

1. Foreign iron or steel components whose total combined value, including the cost of delivery to the project, does not exceed 0.1 percent of the total contract amount, or \$2,500, whichever is greater.
2. The use of the following non-domestic raw materials: scrap, pig iron, and processed, pelletized, and reduced iron ore.
3. Non-domestic items that are used temporarily then abandoned in place at the contractor's convenience.

For iron and steel components, obtain from the manufacturer and provide to the engineer a material test report or certification that states clearly the country of manufacture. Include two copies of the itemized invoices for materials used and transportation costs for shipment to the project.

Ensure that foreign-made bolts, fasteners, and associated hardware are tested and certified by an independent domestic testing laboratory in accordance with *WYDOT's Standard Specifications for Road and Bridge Construction, Division 800, Materials*. Submit the test data and certifications to the engineer before use.

To seek a waiver of these provisions, submit a written request to the engineer. Accompany the request with supporting information showing that the specified steel or iron products are not manufactured in the United States in sufficient, available quantities of satisfactory quality. The City will not grant time extensions or pay compensation for delays resulting from processing such a request.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS

I. General

A. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions form FHWA-1273 and these certifications and clauses which are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these certifications and clauses shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

B. The Bidder will work with CCR&B and WYDOT in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

C. The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Bidder will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

II. Equal Employment Opportunity Policy

The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. 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.

III. Equal Employment Opportunity Officer

The Bidder will designate and make known to CCR&B contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

IV. Dissemination of Policy

- A. All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity 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:

i. 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 Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

ii. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

iii. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.

- B. In order to make the Bidder's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, *i.e.*, schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

i. Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

ii. The Bidder's equal employment opportunity 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.

V. Recruitment

A. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the Bidder has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Bidder's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

C. The Bidder will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

VI. 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, or national origin. The following procedures shall be followed:

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

C. The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder 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 Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his 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 Bidder will inform every complainant of all of his avenues of appeal.

VII. Training and Promotion

A. The Bidder will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

B. Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible,

25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

D. The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

VIII. Unions

If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

A. The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

B. The Bidder will use best efforts to incorporate an equal employment opportunity 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, or national origin.

C. The Bidder 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 Bidder, the Bidder shall so certify to CCR&B and shall set forth what efforts have been made to obtain such information.

D. In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 Bidder shall immediately notify CCR&B.

IX. Subcontracting

A. The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders shall obtain lists of minority-owned construction firms from the WYDOT DBE program.

B. The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

C. Bidder agrees to pay subcontractors within thirty (30) days of payment from CCR&B, for all satisfactory work performed, and retainage.

X. Records and Reports

A. The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate:

i. The number of minority and non-minority group members and women employed in each work classification on the project.

ii. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their workforce),

iii. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
iv. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CCR&B and WYDOT.

C. The Bidder will submit an annual report to CCR&B 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 PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

NON-COLLUSIVE BIDDING

I. That by submission of this bid, each bidder and each person signing on behalf of any bidder, certifies as to their own organization, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder, or with any competitor for the purpose of restricting competition.

B. Unless required by law, the prices which have been quoted in this bid have not been knowingly disclosed and shall not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of bids.

C. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

II. A bid will not be considered for award, nor will any award be made where there has not been compliance with I-A, B and C above. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the certification cannot be made. Where I-A, B and C above have not been complied with, the bid will not be considered for award, nor will any award be made unless the Department determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured; or has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or has sold the same items to customers at the same prices being bid, does not constitute a disclosure within the meaning of subparagraph I-A above.

The bid made to CCR&B shall be deemed to have been authorized by the Board of Directors of the bidder. Such authorization shall be deemed to include the signing and submission of the bid, and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of this proposal hereby tender to CCR&B this sworn statement that the named Contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this proposal.

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that: 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 an 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.

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 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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 section 1352, title 31, U.S. Code. 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.

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?

YES () NO (X)

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?

YES () NO (X)

III. Has any interested party have a debarment pending?

YES () NO (X)

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

YES () NO (X)

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES () NO (X)

— N/A

Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

N/A

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

PROMPT PAYMENT

Bidder agrees to pay subcontractors within thirty (30) days of payment from CCR&B, for all satisfactory work performed, and retainage.

REPORTING BID RIGGING ACTIVITIES

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

To report bid rigging activities call: 1-800-424-9071 or E-mail hotline@oig.dot.gov

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

- I. Bidder is a corporation or limited liability company? YES NO ()
- II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES NO ()

WAGE COMPLIANCE

Wyoming State Statute 16-6-110. Work hours on public works; eight hour day, forty hour week limitation; overtime; exceptions.

(a) No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week provided the employee shall be paid at the rate of one and one-half (1½) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week.

WYOMING STATE STATUTE REQUIRES PAYMENT OF OVERTIME ON HOURS IN EXCESS OF FORTY (40) HOURS IN ANY ONE (1) WEEK.

For Pit Sources, Borrow Sources, or any other sources in which roadway material is either crushed, quarried, stripped or borrowed for use in construction of a roadway, the following will apply:

(a) If the contract stipulates a state available source and the Contractor uses this source, Davis-Bacon Regulations apply.

(b) If the contract stipulates a contractor furnished source, or a contractor furnished source is utilized in lieu of a state available source, and the contractor furnished source is solely produced for this contract and the material is not available to the general public, Davis-Bacon Regulations apply.

(c) If the Contractor elects to use a commercial source, or, when a commercial source is utilized in lieu of a state available source or contractor furnished source, Davis-Bacon Regulations do not apply.

BIDDER CERTIFICATION

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses.

Bidder Name: Desert Mountain Corporation
Printed Name of Bidder's Authorized Signatory: Ginger Lockeby
Bidder Address: P.O. Box 1633; Kirtland NM 87413
Signature of Authorized Signatory: 
Date: 2/18/2020

TRAFFIC CONTROL

Traffic control is not required for the liquid magnesium chloride or liquid lignosulfonate supplier. Traffic control during the actual application of the product will be performed by the Campbell County Road and Bridge department.

The following page(s) contain the backup material for Agenda Item: [9:45 Amended BLM BFO Resource Management Plan MOU](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Board of Commissioners

FROM: Carol Seeger

Commissioners Administrative Director

RE: MOU – BLM BFO RMP Oil and Gas Plan Amendments

DATE: March 3, 2020

Accompanying this memo is an MOU between Campbell County and the BLM.

The MOU defines the responsibilities of the parties and defines the relationship of the County as a cooperating agency with regard to the BLM's planned undertaking of making amendments to the BLM BFO Resource Management Plan dated 2015 to development new or modify existing oil and gas lease stipulations in an effort to provide for more orderly development of BLM administered oil and gas subsurface within areas that have coal mining activity potential.

In addition, an addendum to the original agreement with Dru Consulting has been prepared for your consideration for approval which will address Section V.H of the MOU.

Please note that Attachment C to the MOU requires the county to identify a primary and backup representative for purposes of the MOU.

Should you have question, please do not hesitate to contact me and I will be present to answer any questions you might have during the time of your consideration of the MOU and related agreement.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CAMPBELL COUNTY BOARD OF COMMISSIONERS

AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
BY AND THROUGH THE WYOMING BLM
HIGH PLAINS DISTRICT MANAGER

REGARDING A

OIL AND GAS AMENDMENT TO THE 2015 BUFFALO AND
2007 CASPER RESOURCE MANAGEMENT PLANS

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's High Plains District office ("BLM") and Campbell County Board of Commissioners, Campbell County, Wyoming, ("Cooperating Agency" or "Cooperator") for the purpose of preparing an oil and gas amendment to the 2015 Buffalo and 2007 Casper Resource Management Plans (RMPs). The BLM Buffalo Field Office is the lead federal agency for development of the RMP amendment. The BLM acknowledges that the Cooperating Agency has jurisdiction by law and special expertise applicable to the RMP amendment effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate a Cooperating Agency in the RMP amendment process.
- B. To provide a framework for mutual cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP amendment in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP amendment.
- D. To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 - 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Cooperating Agency to enter into this MOU include, but are not limited to:
 - 1. The General Powers and Duties of County Commissioners (WYO. STAT. ANN. 18-3-504)
 - 2. Special Expertise of Board of County Commissioners and Coordination of Planning Efforts with Federal Agencies (WYO. STAT. ANN. 18-5-208)

IV. Roles and Responsibilities

A. BLM Responsibilities:

- 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft Amendment, the Proposed Amendment, any supplemental drafts, and the Decision. The BLM's responsibilities include determining the purpose of and need for the RMP amendment, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In completing these responsibilities, the BLM will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures, review of public comments, and development of a Decision.
- 2. To the maximum extent possible consistent with the BLM's responsibilities as lead agency, the BLM will gain early and consistent involvement of the Cooperator, consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMP amendment process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
- 3. To the fullest extent practicable the BLM will timely provide the Cooperator with copies of documents underlying the RMP amendment relevant to the Cooperator responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and proposed RMP amendments.

B. Cooperating Agency Responsibilities:

- 1. In accordance with Wyo. Stat. Ann. 18-5-208 the Campbell County Board of Commissioners is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law and special expertise on all subject

matters for which it has statutory responsibility including but not limited to, all subject matters directly or indirectly related to health, safety, welfare, custom, culture and socio-economic viability of a county.

2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the RMP amendment, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide the BLM with the plans, policies and positions of the Campbell County Board of Commissioners.
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues raised during scoping, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the RMP amendment and supporting documents. (See also Section C.4.)
4. The Cooperator will have one member, and an alternate, appointed to represent its interests and work with the core and/or IDT (Interdisciplinary Team).

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the RMP amendment, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G). Participation does not negate the cooperator's right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperators ability to coordinate with the BLM under the authority of FLPMA (43 U.S.C. 1712(c)(9).
2. The Parties will make best effort to comply with the schedule provided as Attachment B, which includes dates for the RMP amendment milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the RMP amendment, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4, and a Cooperator may volunteer to provide financial assistance to the BLM to complete tasks associated with the RMP amendment.

4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the RMP amendment. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP amendment (such as the analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's[s'] views in the RMP amendment documents. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Management of information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors. The BLM acknowledges that the Cooperator's handling of these materials may implicate the requirements of Wyoming's Public Record and Open Meeting laws, WYO. STAT. ANN. 16-4-201 et. seq. and WYO.STAT.ANN. 16-4-401et.seq. The Parties agree that the BLM at its discretion may withhold from the Cooperator those documents that would otherwise be available for public release under Wyoming law.

G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the RMP amendment.

1. Facilitation. The Parties agree that they may retain an independent facilitator to foster clear and efficient communication, if they deem it necessary.

H. Coordination with Cooperating Agency's Contractor. The Cooperator will provide the BLM a Contractor Coordination Letter describing the nature of the relationship between the Cooperator and its contractor and the authority given to the contractor, and clearly stating that: 1) contractor will represent the Cooperator; 2) the Cooperator has verified that its contractor has no conflict of interest, financial, or otherwise, in the outcome of the project; and 3) the Cooperator has contractually required its contractor to comply with a non-disclosure clause consistent with the Cooperator's obligations under Section V.F, above. The Cooperator will be responsible for all costs incurred by the contractor. The contractor serves to help fulfill cooperating agency responsibilities outlined in Section IV.B, above, and will be allowed to attend meetings between the Parties to this MOU. When two or more Cooperators utilize the same contractor each Cooperator must have a separate contract in place, and each must submit a Contractor Coordination Letter to the BLM.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.

B. Amendment. This MOU may be amended through written agreement of all signatories.

C. Termination. If not terminated earlier, this MOU will end when the ROD is approved by the BLM Authorized Officer. Any Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Campbell County Board of Commissioners, by and through:

D.G. Reardon, Chairman
Campbell County Board of Commissioners

Date

BUREAU OF LAND MANAGEMENT, by and through:

Kevin Christensen
High Plains District Manager

Date

Attachment A

Cooperating Agency Participation in the BFO RMP Supplemental EIS

	Buffalo & Casper RMP Amendment	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest management actions to resolve issues. Decision to select alternatives for analysis is reserved to the BLM.
3	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
4	Select the preferred alternative; issue Draft Amendment	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft Amendment. The CAs may provide written, public comments on draft if desired. Decision to select a preferred alternative and to issue a draft is reserved to the BLM.
5	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
6a	Issue Proposed Amendment	Action reserved to BLM.
6b	Initiate Governor's Consistency Review	Once initiated by the BLM, state and local CAs should contribute to the Governor's Consistency Review.
7	Sign Decision	Action reserved to the BLM.
7a	Resolve protests; modify Proposed Amendment if needed; sign Decision	Action reserved to the BLM. A CA that has provided information relevant to a protest may be asked for clarification.

Attachment B
Schedule

Task	Responsibility	Dates
Scoping Period	core team, cooperators	Four week notice prior to review timeframes
Alternatives Development	core team, cooperators	
Preparation of Draft Amendment	core team, cooperators	
Draft Amendment Public Comment Period	cooperators, core team	
Review of Proposed Changes to Proposed Amendment	cooperators, core team	
Preparation of Proposed Amendment	core team	
Proposed Amendment Public Availability Period	cooperators	

A preliminary project schedule will be provided.

Attachment C
Agency Representatives

Bureau of Land Management

Primary Representative: Thomas Bills
Planning and Environmental Coordinator
BLM Buffalo Field Office
Phone: (307) 684-1133
Email: tbills@blm.gov

Backup Representative: Todd Yeager
Field Manager
BLM Buffalo Field Office
Phone: (307) 684-1141
Email: tyeager@blm.gov

Campbell County Board of Commissioners

Primary Representative:

Backup Representative:

ADDENDUM TO PROFESSIONAL CONSULTING SERVICES AGREEMENT
(Contractor Coordination Letter)

THIS ADDENDUM relates to services provided to Campbell County government for professional consulting services pursuant to an agreement entered into between Campbell County, Wyoming, by and through its Board of County Commissioners, of 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716 (hereinafter “County”) and DRU Consulting, LLC, by and through Dru Bower, of P.O. Box 166, Worland, Wyoming 82401 (hereinafter “Consultant”) dated May 1, 2018.

1. Scope of Work/Consultant Duties

County has been invited to participate as a cooperating agency with the BLM in the BLM’s preparation of an oil and gas amendment to the 2015 Buffalo and 2007 Casper Resource Management Plans (RMPs) and has entered into an MOU with the BLM for that purpose. A copy of the MOU is attached to this Addendum and by this reference, incorporated herein.

Consistent with the scope of duties outlined in the above referenced agreement, Consultant agrees to provide County assistance as a cooperating agency as set out in Section IV.B. of the MOU and agrees to adhere to all requirements, terms and conditions set out in the MOU, including but not limited to, the following:

- a. Consultant, by signing below, confirms that it has no conflict of interest, financial or otherwise, in the outcome of the project;
- b. Consultant shall comply with the non-disclosure clause as set out in Section V.F of the MOU. Further, Consultant agrees to not release any materials or documents obtained through its work under this addendum without the written consent of County. Any request for materials or documents shall be directed to County’s primary point of contact

All work performed under this addendum shall be accomplished in accordance with any applicable rules, regulations, laws, administrative directives or orders. Consultant shall perform all services in a professional and ethical manner.

Consultant is responsible for complying with any applicable licensing, registration or reporting requirements, including those related to lobbying.

Carol Seeger, Commissioners’ Administrative Director, shall be the primary point of contact on behalf of County in Consultant’s performance under this addendum.

2. Independent Contractor

In performing the services under this agreement, Consultant will be and remain an independent contractor with the sole responsibility to pay any state, federal or local income tax and no county benefits other than the compensation set forth in this agreement will be offered or available to Consultant. Consultant will not hold itself out as an agent of the County except as specifically directed by County. Consultant will be responsible for all compensation of any and all personnel and expenses except as specifically provided for under this agreement.

3. Compensation

The BLM shall not be responsible for any cost, fees or expenses of Consultant. Compensation shall be the responsibility of County as set forth in the Consulting Services Agreement originally entered into between the parties.

All other terms and conditions set out in the Professional Consulting Services Agreement dated May 1, 2018, shall apply to this addendum except as otherwise specifically set forth herein.

**DRU Consulting, LLC
Consultant**

**Campbell County, Wyoming
By Its Board of County Commissioners**

Dru Bower, Managing Member

D.G. Reardon, Chairman

Dated: _____

Dated: _____

Attest:

Susan Saunders, Campbell County Clerk

STATE OF WYOMING)
) §
COUNTY OF WASHAKIE)

The foregoing Agreement for Consulting Services was acknowledged before me by Dru Bower, as the managing member of DRU Consulting, LLC, on this ____ day of _____, 2020.

Witness my hand and seal.

Notary Public

My Commission Expires:

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CAMPBELL COUNTY BOARD OF COMMISSIONERS

AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
BY AND THROUGH THE WYOMING BLM
HIGH PLAINS DISTRICT MANAGER

REGARDING A

OIL AND GAS AMENDMENT TO THE 2015 BUFFALO AND
2007 CASPER RESOURCE MANAGEMENT PLANS

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's High Plains District office ("BLM") and Campbell County Board of Commissioners, Campbell County, Wyoming, ("Cooperating Agency" or "Cooperator") for the purpose of preparing an oil and gas amendment to the 2015 Buffalo and 2007 Casper Resource Management Plans (RMPs). The BLM Buffalo Field Office is the lead federal agency for development of the RMP amendment. The BLM acknowledges that the Cooperating Agency has jurisdiction by law and special expertise applicable to the RMP amendment effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate a Cooperating Agency in the RMP amendment process.
- B. To provide a framework for mutual cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP amendment in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP amendment.
- D. To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 - 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)

- C. The authorities of Cooperating Agency to enter into this MOU include, but are not limited to:
 - 1. The General Powers and Duties of County Commissioners (WYO. STAT. ANN. 18-3-504)
 - 2. Special Expertise of Board of County Commissioners and Coordination of Planning Efforts with Federal Agencies (WYO. STAT. ANN. 18-5-208)

IV. Roles and Responsibilities

A. BLM Responsibilities:

- 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft Amendment, the Proposed Amendment, any supplemental drafts, and the Decision. The BLM's responsibilities include determining the purpose of and need for the RMP amendment, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In completing these responsibilities, the BLM will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures, review of public comments, and development of a Decision.

- 2. To the maximum extent possible consistent with the BLM's responsibilities as lead agency, the BLM will gain early and consistent involvement of the Cooperator, consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMP amendment process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.

- 3. To the fullest extent practicable the BLM will timely provide the Cooperator with copies of documents underlying the RMP amendment relevant to the Cooperator responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and proposed RMP amendments.

B. Cooperating Agency Responsibilities:

- 1. In accordance with Wyo. Stat. Ann. 18-5-208 the Campbell County Board of Commissioners is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law and special expertise on all subject

matters for which it has statutory responsibility including but not limited to, all subject matters directly or indirectly related to health, safety, welfare, custom, culture and socio-economic viability of a county.

2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the RMP amendment, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide the BLM with the plans, policies and positions of the Campbell County Board of Commissioners.
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues raised during scoping, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the RMP amendment and supporting documents. (See also Section C.4.)
4. The Cooperator will have one member, and an alternate, appointed to represent its interests and work with the core and/or IDT (Interdisciplinary Team).

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the RMP amendment, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G). Participation does not negate the cooperator's right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperators ability to coordinate with the BLM under the authority of FLPMA (43 U.S.C. 1712(c)(9)).
2. The Parties will make best effort to comply with the schedule provided as Attachment B, which includes dates for the RMP amendment milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the RMP amendment, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4, and a Cooperator may volunteer to provide financial assistance to the BLM to complete tasks associated with the RMP amendment.

4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the RMP amendment. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP amendment (such as the analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's[s'] views in the RMP amendment documents. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Management of information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors. The BLM acknowledges that the Cooperator's handling of these materials may implicate the requirements of Wyoming's Public Record and Open Meeting laws, WYO. STAT. ANN. 16-4-201 et. seq. and WYO.STAT.ANN. 16-4-401et.seq. The Parties agree that the BLM at its discretion may withhold from the Cooperator those documents that would otherwise be available for public release under Wyoming law.

G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the RMP amendment.

1. Facilitation. The Parties agree that they may retain an independent facilitator to foster clear and efficient communication, if they deem it necessary.

H. Coordination with Cooperating Agency's Contractor. The Cooperator will provide the BLM a Contractor Coordination Letter describing the nature of the relationship between the Cooperator and its contractor and the authority given to the contractor, and clearly stating that: 1) contractor will represent the Cooperator; 2) the Cooperator has verified that its contractor has no conflict of interest, financial, or otherwise, in the outcome of the project; and 3) the Cooperator has contractually required its contractor to comply with a non-disclosure clause consistent with the Cooperator's obligations under Section V.F, above. The Cooperator will be responsible for all costs incurred by the contractor. The contractor serves to help fulfill cooperating agency responsibilities outlined in Section IV.B, above, and will be allowed to attend meetings between the Parties to this MOU. When two or more Cooperators utilize the same contractor each Cooperator must have a separate contract in place, and each must submit a Contractor Coordination Letter to the BLM.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.

B. Amendment. This MOU may be amended through written agreement of all signatories.

C. Termination. If not terminated earlier, this MOU will end when the ROD is approved by the BLM Authorized Officer. Any Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Campbell County Board of Commissioners, by and through:

D.G. Reardon, Chairman
Campbell County Board of Commissioners

Date

BUREAU OF LAND MANAGEMENT, by and through:

Kevin Christensen
High Plains District Manager

Date

Attachment A

Cooperating Agency Participation in the BFO RMP Supplemental EIS

	Buffalo & Casper RMP Amendment	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest management actions to resolve issues. Decision to select alternatives for analysis is reserved to the BLM.
3	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
4	Select the preferred alternative; issue Draft Amendment	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft Amendment. The CAs may provide written, public comments on draft if desired. Decision to select a preferred alternative and to issue a draft is reserved to the BLM.
5	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
6a	Issue Proposed Amendment	Action reserved to BLM.
6b	Initiate Governor's Consistency Review	Once initiated by the BLM, state and local CAs should contribute to the Governor's Consistency Review.
7	Sign Decision	Action reserved to the BLM.
7a	Resolve protests; modify Proposed Amendment if needed; sign Decision	Action reserved to the BLM. A CA that has provided information relevant to a protest may be asked for clarification.

Attachment B
Schedule

Task	Responsibility	Dates
Scoping Period	core team, cooperators	Four week notice prior to review timeframes
Alternatives Development	core team, cooperators	
Preparation of Draft Amendment	core team, cooperators	
Draft Amendment Public Comment Period	cooperators, core team	
Review of Proposed Changes to Proposed Amendment	cooperators, core team	
Preparation of Proposed Amendment	core team	
Proposed Amendment Public Availability Period	cooperators	

A preliminary project schedule will be provided.

Attachment C
Agency Representatives

Bureau of Land Management

Primary Representative: Thomas Bills
Planning and Environmental Coordinator
BLM Buffalo Field Office
Phone: (307) 684-1133
Email: tbills@blm.gov

Backup Representative: Todd Yeager
Field Manager
BLM Buffalo Field Office
Phone: (307) 684-1141
Email: tyeager@blm.gov

Campbell County Board of Commissioners

Primary Representative:

Backup Representative:

The following page(s) contain the backup material for Agenda Item: [9:50 Lone Tree Academics Contract Amendment](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



OFFICE
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www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Board of Commissioners

FROM: Carol Seeger

Commissioners Administrative Director

RE: Lone Tree Academics Contract Amendment

DATE: March 3, 2020

Accompanying this memo, please find an amendment to the agreement in place with Lone Tree Academics.

The amendment extends the time within which to provide a final product to June 30, 2020 and specifies additional deliverables to the project which is the result of recent discussions between Lone Tree, the City of Gillette and Campbell County.

Thank you and should you have questions or concerns, please feel free to contact Ivy or myself.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement serves as an amendment of the Agreement for professional services between Campbell County, Wyoming, by and through its Board of County Commissioners, of 500 S. Gillette Ave., Ste. 1100, Gillette, Wyoming 82716; the City of Gillette, by and through its Council, of 201 East Fifth Street, Gillette, Wyoming 82716; (hereinafter collectively known as "CLIENT"); and Lone Tree Academics, LLC of P.O. Box 3606, Greenwood Village, CO 80155 (hereinafter known as "CONSULTANT") with the last date of execution of July 22, 2019.

CLIENT and CONSULTANT therefore agree as to the following Amendments:

ARTICLE II - SCOPE OF WORK

A. CONSULTANT'S services are amended to include the following deliverables:

Phase I – Current State Analysis review. A review of ongoing, current efforts by CLIENT and related organizations as a part of a formative Carbon Valley initiative.

- *Current Initiative Inventory:* An inventory of relevant ongoing regional efforts related to advanced carbon technologies and investments, which will include potential competing projects as identified and approved by CLIENT.
- *Ecosystem analysis.* A diagnostic overview of current Carbon Valley efforts based on the ScaleUp® model (6 elements).
- *Profiles of Comparable Economic Development Regional Approaches.* Several high impact regional approaches for economic development with similarities to the aims of the Carbon Valley initiative. The comparable regions will be reviewed using the six elements of the ScaleUp® model.

Delivery of this item is considered as fulfillment of Phase I in the original agreement.

Phase II – Carbon Valley Blueprint. A set of documents, designed to include and describe concrete and actionable actions, that set out key themes to guide common actions in the Carbon Valley area.

- *Carbon Valley Ecosystem Suggested Key Actions.* A refined set of suggested key initiatives, suitable to the Campbell County/Carbon Valley region, based on the six ScaleUp® focus areas. As a part of preparation of this deliverable, CONSULTANT will assist the CLIENT with evaluation of the initiatives to develop a final set to be developed into action plans for the Blueprint Action Map.
- *Blueprint Action Map.* Based on the agreed key initiatives, action plans will be developed with the input and involvement of the CLIENT. The action plans are foreseen to include goals, identification of partners / collaborators, definition of measurable outcomes, and a timeline for key actions.
- *Partner Outreach and Collaboration Support.* Based on the key initiatives, key participants in the area will be identified and suitable promotional documents developed. The information and documents will be handed off to an economic development entity for further action.

Delivery of this item is considered as fulfillment of Phase II in the original agreement.

ARTICLE V - TIME OF PERFORMANCE FOR SERVICES

A. The term of the PROJECT shall be conclude on or before June 30, 2020, subject to change upon mutual written agreement of the parties.

Items of the contract dated July 22, 2019, not changed in this Amendment shall remain in place.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective on the last date of execution.

CLIENT:
CAMPBELL COUNTY, WYOMING

CLIENT:
CITY OF GILLETTE

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

CONSULTANT
LONE TREE ACADEMICS, LLC

By: _____

Print name: : Douglas J. Gilbert

Title: Principal

Date Signed: _____

The following page(s) contain the backup material for Agenda Item: [9:55 Motor Vehicle Lease Agreement](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Board of Commissioners

FROM: Carol Seeger

Commissioners Administrative Director

RE: Motor Vehicle Lease Agreement

DATE: March 3, 2020

Accompanying this memo please find a lease agreement between Campbell County and the Campbell County Senior Citizen's Association setting forth terms and conditions for the use of one of the county's shuttle vans by the Senior Center to use to transport its clientele. Also included is an addendum to the agreement with Cam-Plex also for use of a county shuttle van.

Ms. Rossi contacted your office advising that the Senior Center has been experiencing an increase in ride volume which is making it challenging to meet the demand with the current resources they have. They have two vans and have grants in place for two additional vans but in the meantime could use our assistance with the use of the shuttle van we provided for a limited time in 2016.

The shuttle van which is the subject of this agreement is the van the county recently leased to Cam-Plex but Tony Langone, your fleet manager, has visited with Mr. Esposito and he is agreeable to exchanging the van subject to their agreement for another. The exchange is required because only one of the county shuttle vans is easily handicap accessible.

Both matters are presented for your consideration for approval. Should you have questions, please let me know.

MOTOR VEHICLE LEASE AGREEMENT

This Agreement is entered into as of March 3, 2020 between Campbell County, Wyoming by and through its Board of County Commissioners (hereinafter "County") of 500 S. Gillette Ave., Ste. 1100, Gillette WY 82716 and Campbell County Senior Citizen's Association, Inc., a Wyoming non-profit corporation, of 701 Stocktrail, Gillette, WY 82716 (hereinafter "Senior").

TERM

The term of this Agreement shall be for a period of one year beginning March 1, 2020 and ending February 28, 2021.

VEHICLE and USE

County owns the following motor vehicle:

2015 Ram Pro Master 3500 – VIN # 3C6URVJD1FE504456

County agrees to lease to Senior the above identified motor vehicle for use in providing transportation services for its clientele. In doing so, Senior agrees to use the motor vehicle in conformance with all local, state and federal laws, rules and regulations.

Senior will not carry persons or property for consideration, either express or implied (not to be used "for hire" services).

Notwithstanding this lease agreement, County may from time to time use the motor vehicle subject to this lease agreement for limited, temporary use.

MAINTENANCE

Senior agrees to maintain the motor vehicle to include the provision of a driver, insurance and fuel needed for its use throughout the duration of this Agreement and to keep the motor vehicle in good condition. At the end of the term of this lease, the motor vehicle must be returned in as good condition as at the beginning of the lease term.

Senior agrees to coordinate any required service and maintenance for the motor vehicle, including but not limited to, fuel, oil and repairs with the County Fleet Manager. Any costs associated with the maintenance will be the responsibility of Senior. Service and maintenance shall be done in accordance with the protocol established by County and County reserves the right to inspect the motor vehicle at any time.

INSURANCE REQUIREMENTS

Senior agrees to have and maintain, during the term of this Agreement, liability insurance in accordance with limits established by the Wyoming Governmental Claims Act and no less than one million five hundred thousand dollars (\$1,500,000) per occurrence and five million dollars (\$5,000,000) annual aggregate for federal and out of state claims with an insurance company licensed and qualified to do business in the

State of Wyoming. Senior agrees to add the motor vehicle to its policy of insurance for property coverage.

INDEMNIFICATION

Senior shall be liable for its own actions and negligence and the actions and negligence of its employees, agents and contractors to the extent permitted by law and its collectively owned personal property and shall indemnify, defend and hold harmless the County against any actions, claims for damages arising out of Senior's own negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Wyoming Statutes nor shall it be construed to constitute agreement by the County to indemnify Senior for negligent, willful or intentional acts or omissions.

PERSONNEL/STAFFING

Senior is an independent legal entity and neither it nor anyone employed under it, shall be considered employees of County. Nothing in this Agreement shall be construed or interpreted as authorizing Senior or its agents or employees to act as an agent or employee of County or to incur any obligation for or on behalf of County. Senior agrees and understands for itself and its staff under this Agreement that no health/hospitalization benefits, worker's compensation, unemployment insurance or similar benefits will inure to the benefit of Senior and its agents and employees as a result of this Agreement

SAFETY AND TRAINING

Senior is responsible to ensure each of their drivers who are approved to operate the motor vehicle receives the proper training to perform his/her job duties, including specific safety training and orientation prior to operating the motor vehicle. No one will be authorized to operate the motor vehicle if they do not have the skill or training to perform safely.

ASSIGNMENT

Senior shall not pledge, loan, mortgage, sublet or part with possession of the motion vehicle or permit liens to be incurred on the motion vehicle during the terms of this agreement.

AMENDMENTS

Changes, modifications, revisions or amendments to this Agreement may be made only upon written agreement of the parties. This document and its attachments contain the entire agreement of the parties and supersedes any other written or oral agreements or discussions between the parties.

SOVEREIGN IMMUNITY

By entering this agreement, County does not waive its sovereign immunity, nor does it waive governmental immunity. County specifically retains all immunities and defenses

available to it pursuant to the Wyoming Governmental Claims Act and all other applicable law.

SIGNATURES

Campbell County of Wyoming

By: _____ Date: _____
D. G. Reardon, Chairman

Campbell County Senior Citizen's Association, Inc.

By: _____ Date: _____
President

ADDENDUM TO SHUTTLE LEASE AGREEMENT

This Addendum is entered into between Campbell County, Wyoming, by and through its Board of County Commissioners (hereinafter "County") of 500 S. Gillette Ave., Ste. 1100, Gillette WY 82716 and the Campbell County Public Land Board, by and through its Board of Directors of 1635 Reata Drive, Gillette, WY 82716 (hereinafter "Cam-Plex") and amends the agreement entered into between the parties dated October 1, 2019.

The purpose of this addendum is to change the motor vehicle subject to the lease agreement as follows:

**2015 White RAM Promaster 3500
VIN# 3C6URVJD0FE500317**

All other terms and conditions of the agreement remain the same and contain the binding agreement of the parties.

SIGNATURES

Campbell County

By: _____ Date: _____
Chairman

Cam-Plex

By: _____ Date: _____
Chairman

The following page(s) contain the backup material for Agenda Item: [10:00 Addendum to Shuttle Lease Agreement](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Board of Commissioners

FROM: Carol Seeger

Commissioners Administrative Director

RE: Motor Vehicle Lease Agreement

DATE: March 3, 2020

Accompanying this memo please find a lease agreement between Campbell County and the Campbell County Senior Citizen's Association setting forth terms and conditions for the use of one of the county's shuttle vans by the Senior Center to use to transport its clientele. Also included is an addendum to the agreement with Cam-Plex also for use of a county shuttle van.

Ms. Rossi contacted your office advising that the Senior Center has been experiencing an increase in ride volume which is making it challenging to meet the demand with the current resources they have. They have two vans and have grants in place for two additional vans but in the meantime could use our assistance with the use of the shuttle van we provided for a limited time in 2016.

The shuttle van which is the subject of this agreement is the van the county recently leased to Cam-Plex but Tony Langone, your fleet manager, has visited with Mr. Esposito and he is agreeable to exchanging the van subject to their agreement for another. The exchange is required because only one of the county shuttle vans is easily handicap accessible.

Both matters are presented for your consideration for approval. Should you have questions, please let me know.

ADDENDUM TO SHUTTLE LEASE AGREEMENT

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All other terms and conditions of the agreement remain the same and contain the binding agreement of the parties.

SIGNATURES

Campbell County

By: _____ Date: _____
Chairman

Cam-Plex

By: _____ Date: _____
Chairman

The following page(s) contain the backup material for Agenda Item: [10:05 Resolution Authorizing Second Loan Opportunities](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.



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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS
D.G. Reardon, Chairman
Rusty Bell
Bob Maul
Del Shelstad
Colleen Faber

MEMORANDUM

TO: Board of Commissioners

FROM: Carol Seeger
Commissioners Administrative Director

RE: Resolution Authorizing Second Loan Opportunities
In Campbell County by the Cheyenne Housing Authority

DATE: March 3, 2020

Accompanying this memo please find a resolution which provides consent for the Cheyenne Housing Authority to provide loans to Campbell County citizens under a program entitled Welcome Home Wyoming. It is my understanding this resolution is required under Wyoming law before the Cheyenne Housing Authority may extend its services in Campbell County.

This action was requested by the Cheyenne Housing Authority and I have asked that a representative be available to present this matter and answer any questions you might have.

If I can be of further assistance, please let me know.

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY FOR CAMPBELL COUNTY, WYOMING PROVIDING CONSENT FOR THE HOUSING AUTHORITY OF THE CITY OF CHEYENNE, A/K/A THE CHEYENNE HOUSING AUTHORITY TO PROVIDE SECOND LOAN OPPORTUNITIES FOR THE PURCHASE OF AFFORDABLE HOUSING WITHIN CAMPBELL COUNTY, WYOMING BY QUALIFYING LOW TO MODERATE INCOME HOUSEHOLDS.

WHEREAS, available affordable housing in a community satisfies a basic human need for shelter, contributes the overall health and safety of a community and can attract and retain employees to your community, thus helping to stabilize populations within a community; and

WHEREAS, available affordable housing is essential to the economic vitality of all communities and the construction of affordable homes can help stimulate economic growth to that community; and

WHEREAS, the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority was created by the City of Cheyenne, Laramie County, Wyoming in 1971 pursuant to the authority conferred in Wyoming State Statute §15-10-101; and

WHEREAS, Wyoming Statute §15-10-103(a)(vi) provides the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority to make loans for the provision of housing for occupancy by persons of low income; and

WHEREAS, the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority has created and developed the “Welcome Home Wyoming Program” to assist qualified households purchase affordable housing through a partnership with lenders and loan servicers since 2015; and

WHEREAS, the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority desires to enhance and expand the “Welcome Home Wyoming Program” by providing a second loan option opportunity for qualified households in Campbell County, Wyoming; and

WHEREAS, Campbell County, Wyoming, as well as many other counties and municipalities across the state are facing economic downturns, reductions in direct and indirect funding streams, and subject to a declining availability of affordable housing inventory units in our community; and

WHEREAS, there are no costs or other associated undertakings required by Campbell County in extending the availability of the “Welcome Home Wyoming Program” to Campbell County citizens; and

WHEREAS, facilitating the ability and opportunities for low and moderate income households to purchase affordable housing within Campbell County, Wyoming, provides enumerable benefits to the citizens of Campbell County, Wyoming, including but not limited to economic development, economic vitality, helps stabilize its’ population, provide stability for vulnerable families, helps reduce homelessness in addition to a plethora of other health and safety benefits to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CAMPBELL COUNTY, WYOMING to the extent authority is given to this Body under Wyoming law, the exercise within the corporal limits of Campbell County, Wyoming, by the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority, to facilitate and provide second loan opportunities for the purchase of affordable housing by low and moderate income households is hereby consented to.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

**Campbell County, Wyoming by and through its
Board of County Commissioners**

D.G. Reardon, Chairman

ATTEST:

Susan Saunders, Campbell County Clerk