



Greg Schreurs, President
Luke Malyurek, Vice President
Owen Lindblom, Secretary/Treasurer
Joel Ohman, Member
Adrian Gerrits, Member

NORTHEAST WYOMING REGIONAL AIRPORT BOARD AGENDA
4 p.m. Wednesday, July 15, 2020
Fulkerson Operation Facility
2440 Airport Road

A. Consent Agenda

Documents:

[JUNE 2020 AIRPORT BOARD MINUTES.PDF](#)
[JULY 2020 PURCHASE ORDER SUMMARY.PDF](#)

B. Director's Report - Jay Lundell

Documents:

[DIRECTORS REPORT JULY 15, 2020.PDF](#)

C. Engineer's Report - Tim Wick

Documents:

[JULY 15, 2020 ENGINEERS REPORT.PDF](#)

D. American Road Maintenance Contract (Airfield Markings Project) - Jay Lundell And Tim Wick

Documents:

[MARKING PROJECT CONTRACT AMERICAN ROAD MAINT..PDF](#)

E. Flightline LFS Update - Mickey Steward

F. Adjourn

NOTE: The next Airport Board meeting is scheduled for Wednesday, August 19, 2020 at 4 p.m. in the Fulkerson Operations Facility. Agenda items for consideration must be approved by the Airport Director no later than the Thursday prior to the board meeting.

**Regular Meeting of the Northeast Wyoming Regional Airport Board
June 17, 2020**

Airport Board President Schreurs called the meeting to order at 4:00 p.m. Members present Mr. Gerrits, and Mr. Lindblom, Mr. Ohman and Mr. Malyurek.

Approve Consent Agenda:

Motion by Mr. Ohman, second by Mr. Lindblom to approve the Consent Agenda, including the Purchase Order Summary, and the May 20, 2020 Airport Board Minutes. Motion carried.

Directors Report:

Mr. Lundell presented the following items to the airport board:

New Operations Staff:

Mr. Chatfield introduced the three new Operations staff members to the Airport Board.

Airport Statistics

Total passengers for May were 770 compared to 224 passengers in April. Advanced bookings are gradually increasing for each month. Starting in July SkyWest will discontinue our tag with Sheridan. The airport will be back to its own daily flight. As advanced bookings increase, SkyWest will add-in a second flight.

United continues to only have two daily banks in and out of Denver International Airport compared to five daily banks pre-COVID-19.

Tower Closure

The control tower permanently closed June 4th. The closure was originally planned for July 1st, but unfortunate circumstances forced its premature permanent closure.

Operations Personnel

The airport is now fully staffed with a total of five (5) Operations personnel, Operations Supervisor Tod Love, and Director of Operations Todd Chatfield.

Wyoming Airport Operators Association

Gillette was scheduled to host this year's Fall conference, but because of COVID-19 this year's conference has been cancelled. Next year's conference will be held in Casper. Gillette can apply to be the conference host in 2022.

Next Airport Board Meeting

The next Airport Board meeting is scheduled for July 15th and will be a quarterly meeting with the County Commissioners

Engineers Report:

Mr. Wick, of Morrison and Maierle presented the engineer's report and updated the airport board on the progress of the taxiway extension project. Mr. Wick also stated that they are preparing the Scope of Work and Engineering and Architect Fees for the general aviation terminal building.

Airport Budget - Jay Lundell:

The budgets were officially adopted at the June 16th Commissioner's meeting.

Flightline LFS, Inc. Lease – Jay Lundell

Mr. Lundell presented the renegotiation committee's recommendations to the Airport Board for their review and approval.

Moved by Mr. Gerrits to approve the Flightline LFS, Inc. renegotiation committee's recommendations and authorize President Schreurs to execute the new lease agreement incorporating the following changes as presented, second by Mr. Malyurek. Motion carried.

3. Term. This lease shall commence the 1st day of July 2020 and continue for a one-year period until June 30, 2021. Lease shall be renewed automatically for succeeding terms of one (1) year, not to exceed five (5) annual renewal terms, upon the same terms and conditions as contained within this Agreement, subject to reasonable renegotiation of fees based upon current economic conditions. Should **LESSEE** elect not to renew this Agreement for any succeeding term, **LESSEE** shall provide written notice of the same to **THE BOARD** not less than thirty (30) days prior to the expiration of the current term.

4. Termination. This Agreement may be terminated early by **LESSEE** only upon giving one hundred and twenty (120) days prior written notice of termination to **THE BOARD**. In the event of early termination as to not disrupt fueling service at the airport, **LESSEE** will provide **THE BOARD** with a transition team. The transition team shall consist of at least one trained fueling supervisor who has completed an aviation fuel training course as required in Federal Aviation Administration Regulation (FAR) Part §139.321 Handling and storing of hazardous substances and material. Upon termination, the **LESSEE** shall vacate the Premises and restore facilities and fixtures of the Premises to the same condition as initially existing, subject only to normal wear and tear.

10. Payment. **LESSEE** agrees to pay **THE BOARD** and **THE BOARD** agrees to accept as rent for the Premises during the term of the Lease rental amounts according to the following schedule:

- a. For use of all Premises as described and rights, services and privileges granted herein, Lessee shall pay the sum of Two Thousand Dollars (\$2,000) per month beginning July 1, 2020 and continuing thereafter, on or before the first day of each succeeding month, for a period of twelve (12) months. Any monthly payment not received by the 10th day of the month shall require a late fee of One Hundred Dollars (\$100.00) and an additional One Hundred Dollars (\$100.00) shall accumulate for any succeeding month without payment of the earlier payment missed. In no event shall the Lease payment be less than Two Thousand Dollars (\$2,000) per month.
- b. A flowage fee of \$0.08 will be paid to **THE BOARD** for all fuel stored in airport facilities ("fuel farm") and pumped into any aircraft by the **LESSEE**. Flowage will be recorded daily and reported monthly by the **LESSEE** to **THE BOARD** or its representative. **THE BOARD**, or its representative, shall calculate the flowage fee and shall submit an invoice to Lessee for the same. All flowage fees shall be paid by **LESSEE** in full no later than thirty (30) days from the date of each such invoice submitted to **LESSEE**.

EXHIBIT A

Fixed Base Operations Lease
Flightline LFS, Inc./Northeast Wyoming Regional Airport Board

As granted by the Fixed Base Operations Lease, of which this exhibit forms an integral part, Flightline LFS, Inc. shall have use of the following-described Northeast Wyoming Regional Airport premises as set out in the referenced lease agreement:

1. The area and facility commonly known as the "fuel farm".
2. A certain building known as Hangar No. 1, being more particularly described as 100' x 100' x 24' high prefabricated metal structure with a maximum inside clearance of 20', the north wall of which contains an electrically operated bi-fold door 80' wide and provide 19' height clearance.
3. A 19' x 100' portion of a lean-to prefabricated building located on the east elevation of Hangar No. 1 which houses maintenance, parts and shop area.
4. The fixed base operations counter and office area located in the two-story prefabricated metal building attached to the south end of Hangar No. 1 said area includes approximately 361 square feet.

5. A certain building known as Hangar No. 2 with an electrically operated bi-fold door 80' x 24'.
6. Suites 10 and 11 and area identified as existing office space included as leased space for use of the Lessee.
7. Air compressor. Lessor is under no obligation to repair or replace the air compressor currently provided or any newly purchased air compressors.
8. First floor suites identified as Suite numbers 1, 3, 4, 5 and 6 of the General Aviation Services Building totaling approximately 1,393 feet.

Ms. Steward asked how to handle non-profit groups meeting on the second floor as Flightline, LFS, Inc.'s lease no longer includes that space. President Schreurs suggested that Mr. Lundell seek legal advice from the County Attorney's office regarding indemnification. If it becomes necessary, the board will revisit this issue later.

Flightline LFS Update:

Mr. Holzer addressed the board, stating the FBO is seeing an uptake in business with the current grasshopper spraying. It also helps that the airline is taking as much fuel as they can but will be beneficial when the overnights return. Ms. Steward introduced the new Office Manager, Rebekah Blakeman. Ms. Blakeman was a former line technician and took over the position when Ms. Beard retired.

Adjourn:

There being no further business before the Airport Board a motion for adjournment was called. **Motion by Mr. Gerrits to adjourn the meeting, second by Mr. Lindblom. Motion carried. The meeting adjourned at 4:40 p.m.**

Respectfully Submitted,

Owen Lindblom, Secretary/Treasurer

Greg Schreurs, President

DRAFT

Branch/Plant . 751
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
JUNE 2020 ADVERTISING	21000029	OP	623689 POWDER RIVER EXAM	07/06/20	EA			120.00
JUNE 2020 MILEAGE REIMB.	21000030	OP	469634 BESEL, SHELLY R.	07/06/20	EA			63.25
06/14/2020-07/13/2020 M TERM	21000031	OP	477634 CHARTER COMM CABLE	07/06/20	EA			188.21
CHLORINE CYLINDER	21000032	OP	477378 HAWKINS	07/06/20	EA			10.00
TRIANNUAL DRILL LUNCH	21000033	OP	645221 HOME FIRE FOODS	07/06/20	EA			294.40
DRILL TRIMMER, MISC TOOLS	21000034	OP	574231 HOME DEPOT AIRPORT	07/06/20	EA			635.91
TRIANNUAL DRILL SUPPLIES	21000035	OP	588490 NORCO	07/06/20	EA			39.90
FUEL FARM PORTA POTTY 06/2020	21000036	OP	111587 PAINTBRUSH SERVICES	07/06/20	EA			125.00
FIRE PUMP RADIATOR CAPS	21000037	OP	114294 RECORD SUPPLY	07/06/20	EA			5.69
SHIRTS FOR TOD LOVE	21000038	OP	539591 THAT EMBROIDERY PLAC	07/06/20	EA			70.18
JUNE 2020 WASTE REMOVAL	21000039	OP	298441 WASTE CONNECTIONS	07/06/20	EA			651.10
JUNE 2020 CONTRACT	21000040	OP	571524 WATER GUY	07/06/20	EA			438.00
JUNE 2020 BACTERIA SAMPLE	21000040	OP	571524 WATER GUY	07/06/20	EA			22.00
JUNE 2020 ADVERTISING	21000329	OP	621667 BLACK HILLS PIONEER	07/14/20	EA			716.50
JUNE 2020 NATURAL GAS	21000330	OP	623195 BLACK HILLS ENRG GAS	07/14/20	EA			861.78
1400 W LAKEWAY JUNE 2020	21000331	OP	107203 CITY GILLETTE UTIL	07/14/20	EA			38.61
JEFF BENNETT PHYSICAL 2020	21000332	OP	108290 FAMILY HEALTH	07/14/20	EA			165.00
MEALS/FIRE SCHOOL	21000334	OP	566240 FIB MSTRCRD AIRPORT	07/14/20	EA			172.03
GASOLINE/FIRE SCHOOL	21000334	OP	566240 FIB MSTRCRD AIRPORT	07/14/20	EA			57.00
LUNCH SPEARFISH/MRKT OUTREACH	21000335	OP	566240 FIB MSTRCRD AIRPORT	07/14/20	EA			17.83
GRAVEL	21000336	OP	566240 FIB MSTRCRD AIRPORT	07/14/20	EA			235.75
ELECTRIC METERS JUNE 2020	21000337	OP	238140 POWDER RIVER ENER UT	07/14/20	EA			10,358.50
WEED KILLER	21000339	OP	124361 CC WEED PEST	07/14/20	EA			256.90
OIL CHANGE	21000340	OP	583955 EXPRESSO LUBE	07/14/20	EA			68.89
OIL CHANGE	21000340	OP	583955 EXPRESSO LUBE	07/14/20	EA			52.48
LGL 2" EXP FOLDERS	21000341	OP	389167 OFFICE DEPOT	07/14/20	EA			55.69
2 CASES PAPER&SHEET PROTCTRS	21000341	OP	389167 OFFICE DEPOT	07/14/20	EA			118.36
INTR OFFICE MAIL ORGANIZER	21000341	OP	389167 OFFICE DEPOT	07/14/20	EA			73.49
TIE RODS	21000343	OP	114294 RECORD SUPPLY	07/14/20	EA			73.54
SENSOR	21000345	OP	289852 THUNDER BASIN FORD	07/14/20	EA			214.64
SMS SOFTWARE 2020/2021	21000346	OP	638418 GREY WALL SOFTWARE	07/14/20	EA			9,630.00
								25,830.63
Northeast Wyoming Regional								25,830.63

43632

CAMPBELL COUNTY
Airport Open Purchase Orders

Page - 2
Date - 7/14/20

Branch/Plant . 20101
AIRPORT NAVAID

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
7/1-2020-9/30/2020 NAVAID MNT	21000348	OP	651479 DBT TRANSPORTATION	07/14/20	EA			6,312.08
								6,312.08
AIRPORT NAVAID								6,312.08

Branch/Plant . 20102
AIRPORT MARKETING

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Receive Amount
50% MRKT GR JUNE 2020 GR DESG	21000011	OP	556210 ADBAY COM	07/06/20	EA			200.00
50% CO MATCH JUNE 2020 G DESG	21000011	OP	556210 ADBAY COM	07/06/20	EA			200.00
50% MRKT GR JUNE 2020 ADV	21000012	OP	392921 BASIN RADIO NETWORK	07/06/20	EA			25.95
50% CO MTCH JUNE 2020 ADV	21000012	OP	392921 BASIN RADIO NETWORK	07/06/20	EA			25.95
50% MRKT GR JUNE 2020 WEB ADV	21000012	OP	392921 BASIN RADIO NETWORK	07/06/20	EA			200.00
50% CO MTCH JUNE 2020 WEB ADV	21000012	OP	392921 BASIN RADIO NETWORK	07/06/20	EA			200.00
50% MRKT GR JUNE 2020 ADV	21000013	OP	627954 BIGHORN MTN RADIO	07/06/20	EA			22.50
50% CO MTCH JUNE 2020 ADV	21000013	OP	627954 BIGHORN MTN RADIO	07/06/20	EA			22.50
50% MRKT GR 06/25/2020 ADV	21000014	OP	361084 BUFFALO BULLETIN	07/06/20	EA			90.00
50% CO MATCH 06/25/2020 ADV	21000014	OP	361084 BUFFALO BULLETIN	07/06/20	EA			90.00
50% MRKT GR 6/3/2020 ADV	21000015	OP	361092 DOUGLAS BUDGET	07/06/20	EA			55.00
50% CO MATCH 6/3/2020 ADV	21000015	OP	361092 DOUGLAS BUDGET	07/06/20	EA			55.00
50% MRKT GR WEB ADV JUNE 2020	21000015	OP	361092 DOUGLAS BUDGET	07/06/20	EA			150.00
50% CO MATCH WEB AD JUNE 2020	21000015	OP	361092 DOUGLAS BUDGET	07/06/20	EA			150.00
50% MRKT GR 6/17/2020 ADV	21000015	OP	361092 DOUGLAS BUDGET	07/06/20	EA			55.00
50% CO MATCH 6/17/2020 ADV	21000015	OP	361092 DOUGLAS BUDGET	07/06/20	EA			55.00
50% MRKT GR TOURISM GUIDE	21000016	OP	113275 NEWS RECORD	07/06/20	EA			275.00
50% CO MATCH TOURISM GUIDE	21000016	OP	113275 NEWS RECORD	07/06/20	EA			275.00
50% MRKT GR GRAD SECTION	21000016	OP	113275 NEWS RECORD	07/06/20	EA			277.50
50% CO MATCH GRAD SECTION	21000016	OP	113275 NEWS RECORD	07/06/20	EA			277.50
50% MRKT GR JUNE 2020 WEB AD	21000020	OP	113275 NEWS RECORD	07/06/20	EA			212.50
50% CO MATCH JUNE 2020 WEB AD	21000020	OP	113275 NEWS RECORD	07/06/20	EA			212.50
50% MRKT GR KOAL 06/2020 ADV	21000022	OP	573263 KEYHOLE BROADCASTING	07/06/20	EA			65.00
50% CO MTCH KOAL 06/2020 ADV	21000022	OP	573263 KEYHOLE BROADCASTING	07/06/20	EA			65.00
50% MRKT GR KOOL 06/2020 ADV	21000022	OP	573263 KEYHOLE BROADCASTING	07/06/20	EA			40.00
50% CO MTCH KOOL 06/2020 ADV	21000022	OP	573263 KEYHOLE BROADCASTING	07/06/20	EA			40.00
50% MRKT GR JUNE 2020 ADV	21000024	OP	661941 KSLT KLMP KTPT	07/06/20	EA			150.00
50% CO MTCH JUNE 2020 ADV	21000024	OP	661941 KSLT KLMP KTPT	07/06/20	EA			150.00
50% MRKT GR JUNE 2020 ADV	21000026	OP	625713 WESTON CO GAZETTE	07/06/20	EA			19.50
50% CO MTCH JUNE 2020 ADV	21000026	OP	625713 WESTON CO GAZETTE	07/06/20	EA			19.50
50% MRKT GR FIDS/WEB JULY2020	21000347	OP	575963 OAG FLIGHTVIEW	07/14/20	EA			238.46
50% CO MTCH FIDS/WEB JULY2020	21000347	OP	575963 OAG FLIGHTVIEW	07/14/20	EA			238.46
								4,152.82
AIRPORT MARKETING								4,152.82

N O R T H E A S T W Y O M I N G R E G I O N A L A I R P O R T

Northeast Wyoming Regional Airport Jay Lundell Director's Report July 15, 2020

1. Passenger statistics

Total passengers for June were 961 compared to 770 passengers in May. On July 9th SkyWest discontinued our tag with Sheridan and we're back to our own separate daily flight. Advanced bookings are steadily increasing. SkyWest will be adding a second flight in August, so we'll have an early morning departure, an early afternoon arrival and departure and a late evening arrival. United is gradually increasing their daily flight banks in and out of Denver International Airport.

2. Fuel Flowage

Flightline's fuel flowage and sales for June increased by 123% compared to May's. The most noticeable increase for June was Jet A fuel to transient aircraft.

3. Flightline LFS, Inc. lease

President Schreurs and Ms. Steward executed the new lease agreement June 25th.

4. Next airport board meeting

The next airport board meeting is scheduled for Wednesday, August 19th.

ENGINEER'S REPORT
Northeast Wyoming Regional Airport
July 2020 Board Meeting



Parallel Taxiway A & E Connection and Relocate Taxiway D & B - AIP 45 – 2019

Grant Offer sent to GCC
FAA - 4,620,000 93.75%
State – 184,800 3.75%
Local – 123,200 2.5%
Total 4,928,000

S&S Builders – Winter Shut Down November 2019
Project restart April 20, 2020
Construction Update

2020 Crack Sealing Project

Bid opening was 2/13/2020
National Sealant and Concrete LLC, **\$298,693.75**
Start Up Date June 11, 2020

2020 Pavement Marking Project

Board action on MMI Task Order 2
Scoping work completed on 1/9/2020
95% plans Submitted 1/31/2020
American Road Maintenance Low Bid 3/31/2020 **\$91,818.00**
August 20th

2021 General Aviation Terminal

Preparing Scope of Work
Engineering and Architect Fees

SECTION 1.5

CONTRACT

THIS CONTRACT, made as of the ____ day of _____, 2020 by and between the Northeast Wyoming Regional Airport Board, 2000 Airport Road, Suite 108, Gillette, Wyoming, 82718, hereinafter called the OWNER, and American Road Maintenance hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at the Northeast Wyoming Regional Airport, WYDOT Project No. AGC001A, consisting of:

SCHEDULE I: 2020 Marking Project.

hereinafter called the PROJECT, in accordance with Drawings, Specifications and other Contract Documents prepared by Morrison-Maierle, Inc., hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to insure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. CONTRACT TIME: Work under this Contract shall be commenced upon written Notice To Proceed and shall be completed within the specified calendar days of the commencement of the Contract Time as specified in the Special Provisions.

B. LIQUIDATED DAMAGES AND ACTUAL DAMAGES: Subject to the provisions of the General and Special Provisions, the OWNER shall be entitled to be paid by the Contractor for liquidated damages, actual damages and damages for additional engineering services as specified in the Special Provisions and as referenced in the Bid Proposal.

C. LOBBY DISCLOSURE: *REMOVED.*

D. SUBCONTRACTORS: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.

E. CONTRACT PRICE: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of NINETY ONE THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS (\$ 91,818.00) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

F. PAYMENT PROCEDURES: Progress payments will be made in accordance with the General Conditions and Special Provisions.

G. CONTRACT DOCUMENTS: The term "CONTRACT DOCUMENTS" as used herein shall mean and include the "GENERAL CONDITIONS" hereto attached, all of which are by this reference incorporated into and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Contract (This Instrument)
- b. Performance and Payment Bonds
- c. Addenda to Contract Documents (List): _____
- d. Legal and Procedural Documents:
 - 1. Proposal
 - 2. Proposal Guaranty
 - 3. Instructions to Bidders
 - 4. Invitation to Bid
- e. Special Provisions
- f. Drawings (List Sheet Numbers): G-1-2, C-1-C12, D-1-D3
- g. Technical Provisions
- h. General Conditions

H. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specification, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. In acting in this capacity under this Contract, the ENGINEER is acting as an agent for the OWNER to protect the interest of the OWNER. ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the work is proceeding in accordance with the contract documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. ENGINEER'S efforts will be directed toward providing for owner a greater degree of confidence that the completed work will conform generally to the contract documents. This service does not include direction or supervision of the CONTRACTOR's employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary shoring, or any other of the CONTRACTOR's operations or those of his subcontractor, to safeguard their agents or public employees or the general public, or to prevent damage to public or private property, these being the sole responsibility of the CONTRACTOR.

I. **SAFETY PROVISIONS:** It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction safety and health standards. Title 29 Code of Federal Regulations, Part 1518, 36 F.R., 7340, promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96.

J. **LABOR PROVISIONS:** *REMOVED.*

K. **SUCCESSORS AND ASSIGNS:** This contract and all of the covenants hereof shall insure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

L. **ATTORNEY'S FEES:** In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing party shall receive from the other party all costs, charges and expenses, including reasonable attorney's fees.

M. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** (Applies to all Construction Contracts in excess of \$10,000): During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places

available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

N. AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS: *REMOVED.*

IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

Northeast Wyoming Regional Airport Board

OWNER

By: _____

Title: Chairman

2000 Airport Road, Suite 108
Business Address

Gillette WY 82716
City State Zip

AMERICAN ROAD MAINTENANCE
CONTRACTOR

By:  KYLE PRINSON

Title: OFFICER

4554 G. ECO INDUSTRIAL PL
Business Address

TULSON AZ 85756
City State Zip

The foregoing Contract, including all Contract Documents which are a part thereof, is in due form according to law and is hereby approved.

Attorney for the Northeast Wyoming
Regional Airport Board