

**PINEDALE AIRPORT BOARD**

**MEETING AGENDA**

**September 6th, 2023**

**4:30 PM**

**AT: Pinedale Airport Conference Room, Pinedale, Wyoming**

**Conference Call Details**

Video call link:

<https://meet.google.com/hrg-yjct-ceu> Or  
dial: (US) +1 219-321-0280 PIN: 594 123  
243#

*Phone attendees will need to call the number above, then follow the prompts or use meeting link*

**Agenda Items:**

1. Organizational Matters
  - a. Approval of the August 2nd, 2023, Regular Meeting Minutes.
  - b. Motion to recommend to the Town Council the payment of expense vouchers as presented (attached).
2. Public Comments
3. New Business
  - a. SRE
  - b. Landside Garage Lease
  - c. Staff Information
  - d. STOL: Field Recommendations
  - e. STOL Debrief Recap
4. Old Business
  - a. Updated WACIP
  - b. Newsletter
  - c. Fly in

**Project Updates (Ardurra)**

1. Master Plan Update
  1. Project Update #12
  2. Voucher 220064-13 for \$10,700

2. Fuel Farm Procurement

1. Voucher 230238-4 for \$2,145

3. Acquire SRE

1. Project Update #5
2. Voucher 230136-5 for \$1,309.65
3. Tri State Executed Contract
4. Notice to Proceed

1. Other Business

2. Airport Manager's Report

3. Airport FBO Operations Report

4. Airport Board Member Comments

5. Set date, time, and location for next PAB meeting – first Wednesday is October 4<sup>th</sup>

6. Adjourn meeting.

PINEDALE AIRPORT BOARD

MEETING MINUTES

August 2nd, 2023

4:30 PM

AT: School Board Conference Room, Pinedale, Wyoming

*Present: Chairman Bob Jones, Vice Chair Bill Mecham, Voting Member Kevin Kunard, DPW Abram Pearce, Airport Manager Riley Wilson, Ardurra Engineers Wes Werbelow and Rick Patton, as well as public members John and Angela Douglas, Cathy Watcher.*

*Meeting Called to order by Chairman Jones at 4:31 PM.*

Agenda Items:

1. Organizational Matters
  - a. Approval of the July 5th, 2023, Regular Meeting Minutes.
    - **Motion to Approve the Minutes as presented made by Bill Mecham and seconded by Kevin Kunard. Motion Carries 3-0**
  - b. Motion to recommend to the Town Council the payment of expense vouchers as presented (attached).
    - **Motion to recommend the payment of the expense vouchers by the town council as presented made by Kevin Kunard, with second by Bill Mecham. Motion carries 3-0**
2. Public Comments
3. New Business

**Amendment to the Agenda recommended by Chairman Jones to add the recent glider operations as a discussion point as well as Ramp Safety**

- a. Fly In Grant
  - b. STOL Lunch
  - c. CAA Application
    - **Motion to approve the application to CAA made by Bill Mecham with Second made by Kevin Kunard, motion passes 3-0**
    - **Motion to set the CAA into wing rate at \$2.00 made by Kevin Kunard, Seconded by Bill Mecham. Motion passes 3-0**
4. Old Business
    - a. Fuel Farm Funding Update
    - b. Monthly Newsletter

Project Updates (T-O Engineers/Ardurra)

- Master Plan Update
  - Project Update #11
  - Voucher 220064-12 for \$16,143.77
  - **Motion to recommend approval for the voucher 220064-12 for \$16,143.77 made by Bill Mecham with second made by Kevin Kunard. Motion passes 3-0**

- Fuel Tank Procurement
  - Voucher 230238-3 for \$3,976.20
  - **Motion to recommend approval for the voucher 230238-3 for \$3,976.20 made by Kevin Kunard with second made by Bill Mecham. Motion passes 3-0**
  
- Current Requested WACIP (to use for discussion after Master Plan Meeting)
  
- SRE Loader Project
  - Project Update #4
  - Voucher 230136-4 for \$4,745.00
  - **Motion to recommend approval for the voucher 230136-4 for \$4,745.00 made by Kevin Kunard with second made by Bill Mecham. Motion passes 3-0**

## Other Business

1. Airport Manager's Report and FBO Operations Report (attached)
2. **Addendum: Ramp Safety:** Chairman Jones brought the issue of kids on the ramp to the board, in the past it has been documented that kids have used bicycles or electric scooters to move around the ramp. This raised concern with the board, citing the possibility of incident especially with snow removal, or aircraft operations in progress. After discussion it was brought forward that these sorts of actions should be disallowed by the board for safety reasons.

**Motion to disallow the movement of children on the ramp made by Bill Mecham, Seconded by Kevin Kunard. Motion Passes 3-0.**

3. Airport Board Member Comments
4. Set date, time, and location for next PAB meeting – first Wednesday is September 6th.
5. Adjourn meeting

**Meeting Adjourned at 5:21 with motion by Kevin Kunard and Second by Bill Mecham. Motion passes 3-0**

July 10, 2023

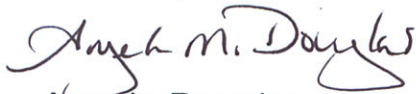
Airport Manager  
Town of Pinedale  
PO Box 709  
Pinedale WY 82941

Dear Riley Wilson,

I am writing concerning the landside garage lease which ends this November. In previous meetings we were uncertain if we would need this space considering the recent changes in the business.

Recent developments have shown that we do need to rent the landside garage. Please renew the lease for another year. Thank you for working with us as we move forward in this evolving business.

Sincerely,



Angela Douglas

Emblem Aviation LLC

307-231-5223

# AIRPORT NEWS

Pinedale Airport Newsletter-Riley Wilson



## In this issue:

- Airport News
- Safety: AV Gas, Handling
- Monthly Trivia

## Master Plan News

The Master Plan alternative selection meeting took place last month, with alternatives being selected, for more information on the specifics for what the future of this airport looks like please reach out to me with any questions.

## Maintenance News

Winter Preparations are in progress, with special attention being given to the airport lighting systems recently, lots of bulb replacement and electrical work, the ODAL lights on Runway 11 are still being temperamental, please be patient as we continue to work through these issues.

## Other News

The FBO is currently being operated by the Town of Pinedale, We are currently offering all of the same line services that Emblem Aviation was with the exception of oxygen services. With any questions please do reach out, or our website is <https://www.topflightpna.com/>



## SUMMER

### FIRE SEASON

Fire Season is here! Expect more transient aircraft in the next few months due to fires beginning to spark up in the surrounding states. I will specifically reach out to Airport stakeholders if a wildfire is local in order to coordinate operations.



# AIRPORT NEWS

Pinedale Airport Newsletter-Riley Wilson

## Safety: AV Gas-information

You may or may not use Avgas, otherwise known as 100LL in your aircraft, but what do you actually know about this mysterious blue fuel? More importantly, Do you know how to handle it safely? This month's Safety is on the handling of 100LL, and the hazards that come with it.

Av Gas, otherwise known as 100LL is a variant of Gasoline that, unlike modern fuels, contains Tetraethyl lead, this makes it a leaded fuel, and is unsuitable to run in any engine that contains a catalytic converter within the exhaust system. This is because the 100LL typically burns hotter than a regular unleaded gasoline.

The number 100 references the fuel's specific octane rating, where pump Gas premium fuel might have an octane rating of 91, AV Gas contains an additional 9 on the octane count. But what about that lead? Why do regular cars use an unleaded fuel but a airplane needs leaded gas? The biggest reason has to do with what is called a supercharge rating performance number. 100LL has a minimum supercharge value of 130.0, and this value is a big part about why lead is required. This supercharge value correlates to the anti knock value of the fuel, which the octane boosts significantly, but has a really hard time getting to this 130 supercharge value on octane alone, but when Tetraethyl lead is added to the fuel, it can easily and cheaply surpass the 130 mark to keep the older engines running like a champ.

NOTE: These suggestions are not intended to replace anything your instructor may have taught you. They should be used as a minimum and as discussion topics with an instructor or fellow pilot.



## Safety contd.

### AV Gas

Handling Av Gas should be done with caution, it can form very flammable vapors in almost any temperature possible, and like gasoline, these vapors don't so much as burn as they explode, just ask anyone who has ever lit a campfire with gasoline, it can get out of hand quickly.

When handling Av Gas, care should be taken not to spill, grounding should ALWAYS be used and the location of hot exhausts should be kept in mind as they are more than enough to cause ignition.

The other silent danger regarding fuel safety is static electricity, when an object is moving through a substance, such as air, it generates static, and static can cause a spark, this is why the bonding an aircraft is incredibly important before fueling.





# AIRPORT NEWS

Pinedale Airport Newsletter-Riley Wilson

## Monthly Trivia

1. Which of the following colors correlates to the fuel 100LL?
  - A. Blue
  - B. Green
  - C. Clear
2. Which of the following colors would you expect to see looking into a tank of Jet A?
  - A. Clear to Straw
  - B. Green
  - C. Red
3. Is it safe to interchange 100LL and 91UL in an engine rated for 100LL or 130LL
  - A. Yes, It is totally Safe
  - B. No, it is not safe
4. Bonding does what for an aircraft?
  - A. Nothing, just something else to trip over
  - B. Allows static electricity to leave the airframe to prevent static sparks.
  - C. Allows the aircraft to recharge and get enough power to start again.



## Answers

4. **B is correct** The bonding process allows the aircraft to transfer the built up static it contains to reduce the possibility of static sparks forming.
3. **B is correct** On almost all aircraft, the engine is designed to run on specific fuels, deviating from the recommended fuels could have severe consequences
2. **A is correct**, Jet A fuel will range in colors from starkly clear to slightly straw colored.
1. **A is correct** 100 LL fuel is colored with dye to be Blue, allowing the pilot to confirm the color when they sump the tanks.



Facility	UPIN	Airport ID	Associated City	State Project Number	Title	Requested Year	Requested Amount	Status	Allocated Year	Allocated Amount	DOT Score	
Pinedale - Ralph Wenz Field	BCA0001232	PNA	PINEDALE	APN016A	CARES Act Operations	2020	\$30,000.00	Open	2020	\$30,000.00	N/A	E
Pinedale - Ralph Wenz Field	BCA0000131	PNA	PINEDALE	APN001	Rehabilitate R/W	2020 - 2021	\$4,277,778.00	Open	2020, 2021, 2022	\$3,007,025.00	N/A	E
Pinedale - Ralph Wenz Field	BCA0000443	PNA	PINEDALE	APN013	Expand E GA Apron	2021	\$5,315,533.00	Open	2020, 2021, 2022	\$3,507,850.00	62	E
Pinedale - Ralph Wenz Field	BCA0003080	PNA	PINEDALE	APN019A	CRRSA Act - Operations	2021	\$13,000.00	Open	2021	\$13,000.00	N/A	E
Pinedale - Ralph Wenz Field	BCA0003316	PNA	PINEDALE	APN020A	ARPA Operations	2021	\$32,000.00	Open	2021, 2022	\$32,000.00	N/A	E
Pinedale - Ralph Wenz Field	BCA0000132	PNA	PINEDALE	APN003A	Seal Coat and Mark Pavements	2021	\$159,000.00	Open	2021, 2023	\$159,000.00	65	E
Pinedale - Ralph Wenz Field	BCA0000133	PNA	PINEDALE	APN004A	Conduct Planning Study, Master Plan	2022	\$333,333.00	Open	2022	\$399,778.00	53	E
Pinedale - Ralph Wenz Field	BCA0000239	PNA	PINEDALE	APN009A	Acquire SRE (Loader)	2023	\$450,000.00	Open	2023	\$418,929.00	56	E
Pinedale - Ralph Wenz Field	BCA0008062	PNA	PINEDALE	APN024X	2023 NAVAID Maintenance	2023	\$9,219.00	Open	2023	\$8,219.00	N/A	E
Pinedale - Ralph Wenz Field	BCA0009672	PNA	PINEDALE	APN033X	2023 Aviation Encouragement	2023	\$2,500.00	Open	2023	\$2,500.00	N/A	E
Pinedale - Ralph Wenz Field	BCA0000446	PNA	PINEDALE	APN031	Rehab S GA Apron	2024	\$1,816,333.00	Review/Scoring Complete	2024	\$1,377,778.00	70	D
Pinedale - Ralph Wenz Field	BCA0000444	PNA	PINEDALE	APN014A	Rehabilitate Taxiway A	2030	\$1,500,000.00	Review/Scoring Complete	2024	\$0.00	68	D
Pinedale - Ralph Wenz Field	BCA0000433	PNA	PINEDALE	APN015A	Seal Coat and Mark Pavements	2025	\$490,000.00	Review/Scoring Complete	2025	\$490,000.00	65	E
Pinedale - Ralph Wenz Field	BCA0007498	PNA	PINEDALE	APN029	Pilot's Lounge/Terminal	2026	\$1,455,000.00	Review/Scoring Complete	2025, 2026	\$883,334.00	40	D
Pinedale - Ralph Wenz Field	BCA0001122	PNA	PINEDALE	APN028	Acquire Mowing Equipment	2024	\$180,000.00	Pending Verification/Scoring			N/A	D
Pinedale - Ralph Wenz Field	BCA0009900	PNA	PINEDALE		Acquire SRE-Blower	2026	\$750,000.00	Pending Verification/Scoring			N/A	D
Pinedale - Ralph Wenz Field	BCA0009901	PNA	PINEDALE		Replace Electrical Vault	2027	\$333,333.00	Pending Verification/Scoring			N/A	D

Facility	UPIN	Airport ID	Associated City	State Project Number	Title	Requested Year	Requested Amount	Status	Allocated Year	Allocated Amount	DOT Score	
Pinedale - Ralph Wenz Field	BCA0000435	PNA	PINEDALE	APN030A	Seal Coat and Mark Pavements	2029	\$433,602.00	Pending Verification/Scoring			N/A	
Pinedale - Ralph Wenz Field	BCA0001118	PNA	PINEDALE	APN025	Reconstruct Airport Parking Lot and Entrance Road	2030	\$500,000.00	Review/Scoring Complete			36	
Pinedale - Ralph Wenz Field	BCA0001119	PNA	PINEDALE	APN032	Acquire SRE - Front End Loader	2030	\$420,000.00	Pending Verification/Scoring			N/A	
Pinedale - Ralph Wenz Field	BCA0001120	PNA	PINEDALE		Acquire SRE - High Speed Plow	2030	\$562,500.00	Pending Verification/Scoring			N/A	
Pinedale - Ralph Wenz Field	BCA0000438	PNA	PINEDALE		Seal Coat and Mark Pavements	2033	\$447,645.00	Pending Verification/Scoring			N/A	
Pinedale - Ralph Wenz Field	BCA0009902	PNA	PINEDALE		Hangar Development Land Acquisition	2033	\$666,667.00	Application Underway			N/A	
Pinedale - Ralph Wenz Field	BCA0000445	PNA	PINEDALE	APN027	Construct Hangar Taxilane	2035	\$5,555,555.00	Review/Scoring Complete			26	
Pinedale - Ralph Wenz Field	BCA0000437	PNA	PINEDALE		Seal Coat and Mark Pavements	2037	\$462,142.00	Pending Verification/Scoring			N/A	
Pinedale - Ralph Wenz Field	BCA0000441	PNA	PINEDALE		Seal Coat and Mark Pavements	2041	\$477,109.00	Pending Verification/Scoring			N/A	



# PROJECT STATUS UPDATE

## Ralph Wenz Field – Master Plan Update

PROJECT NUMBER 220064  
MONTH 8/2023  
UPDATE NUMBER 12  
PROJECT MANAGER Wesley Werbelow, PE

WORK COMPLETED OR  
PROGRESS THIS PERIOD

- Conducted public meeting on August 2<sup>nd</sup>
- Drafted preferred alternative
- Began narrative on alternative analysis and preferred
- Submitted updated WACIP to WYDOT

ANTICIPATED WORK  
FOR NEXT PERIOD

- Narrative on approved alternative

ACTION ITEMS • Approval of voucher for Invoice 220064-13 for \$10,700.00

### Invoicing

Invoices	Total Cost
220064-13	\$10,700.00
<b>Total</b>	<b>\$10,700.00</b>

### Breakdown

Entity	Total Cost
FAA	\$9,630.00
State	\$642.00
Local	\$428.00
<b>Total</b>	<b>\$10,700.00</b>

# TOWN OF PINEDALE, WY

## DISBURSEMENT VOUCHER

P.O. BOX 709  
PINEDALE, WYOMING 82941

**CLAIMANT:**

**ADDRESS:**

**INVOICE DATE:**

FUND/ACCT #	AVAIL. BUDGET	ITEMIZED DESCRIPTION	QTY	UNIT PRICE	TOTAL \$

*NOTE: The Town is exempt from sales tax per W.S. 39-11-105 and 39-15-105.*

**CLAIMANT DECLARATION**

*(IF VOUCHER IS FOR PERSONAL SERVICES, TRAVEL REIMBURSEMENTS OR EXPENDITURES OTHER THAN PAYROLL UNDER A CONTRACTED PRICE)*

I DECLARE AND AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THIS CLAIM HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS IN ALL THINGS TRUE AND CORRECT, AND THAT NEITHER THE WHOLE, NOR ANY PART THEREOF, HAS BEEN PAID.

DATE	SIGNATURE OF CLAIMANT

**DECLARATION OF MAYOR OR CLERK-TREASURER AND/OR OTHER AUTHORIZED AGENT**

I DECLARE AND AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THIS CLAIM HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS IN ALL THINGS TRUE AND CORRECT. I FURTHER CERTIFY THAT THE ABOVE SERVICES WERE RENDERED, OR THAT THE ABOVE MATERIALS WERE RECEIVED IN AN ACCEPTABLE CONDITION, AND THAT THE ABOVE CLAIM IS HEREBY APPROVED BY ME.

DATE	EMPLOYEE RECEIVING GOODS OR SERVICES
DATE	MAYOR or CLERK-TREASURER or OTHER AGENT

**APPROVAL BY THE TOWN COUNCIL FOR PAYMENT**

DATE APPROVED _____	NOTED BY _____
DATE PAID _____	CHECK NUMBER _____





August 15, 2023

Maureen Rudnick, Town Clerk/Treasurer  
Town of Pinedale  
P.O. Box 709  
Pinedale, WY 82941

**SUBJECT:** 230238-PNA Fuel Farm Installation-SLIB

Dear Maureen:

Enclosed is invoice statement number 230238-4 for professional services rendered through July 2023 for the above referenced PNA Fuel Farm Installation SLIB project. The invoice is for \$2,145.00.

The overall invoicing breakdown is shown in the table below:

Description of Service	Contract Amount	Current Billed	Previous Billed	Remaining
<b>Engineer's Project #230238</b>				
Design Phase	\$9,045.00	\$322.50	\$6,031.20	\$2,691.30
Bidding Phase	\$4,200.00	\$1,822.50	\$95.00	\$2,282.50
Construction Administration Phase	\$4,630.00	\$0.00	\$0.00	\$4,630.00
Pre-Construction Coordination Phase	\$1,950.00	\$0.00	\$0.00	\$1,950.00
Construction Observation Phase	\$19,033.00	\$0.00	\$0.00	\$19,033.00
<b>Totals</b>	<b>\$38,858.00</b>	<b>\$2,145.00</b>	<b>\$6,126.20</b>	<b>\$30,586.80</b>



Please review the invoice for approval. If you have any questions on this subject, please contact me at 307-587-3411.

Sincerely,

Wesley Werbelow, P.E.  
Project Manager

Enclosure  
Invoice No: 230238-4



**Invoice**



Abram Pearce  
Town of Pinedale Wyoming  
P.O. Box 709  
210 W. Pine Street  
Pinedale, WY 82941

August 07, 2023  
Invoice No: 230238 - 4  
Due Date: September 06, 2023

Project Manager: Wesley Werbelow

Project: 230238 PNA Fuel Farm Installation- SLIB

**Professional Services from July 01, 2023 to July 31, 2023**

**Fees**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase	9,045.00	70.2454	6,353.70	6,031.20	322.50
Bidding Phase	4,200.00	45.6548	1,917.50	95.00	1,822.50
Total Fee	13,245.00		8,271.20	6,126.20	2,145.00
<b>Total Fee</b>				<b>2,145.00</b>	
				<b>Total this Phase \$2,145.00</b>	
				<b>Total this Invoice <u>\$2,145.00</u></b>	

**Outstanding Invoices**

Number	Date	Balance
3	7/11/2023	3,976.20
<b>Total</b>		<b>3,976.20</b>

Billings to Date	Current	Prior	Total	Received	A/R Balance
	2,145.00	6,126.20	8,271.20	2,150.00	6,121.20

REMIT TO: Ardurra, 2471 S. Titanium Pl., Meridian, ID 83642







August 15, 2023

Maureen Rudnick, Town Clerk/Treasurer  
 Town of Pinedale  
 P.O. Box 709  
 Pinedale, WY 82941

**SUBJECT:** 220064-PNA Master Plan Update  
 A.I.P. Project 03-56-0021-029-2022/WYDOT Project No. APNA004A

Dear Maureen:

Enclosed is invoice statement number 220064-13 for professional services rendered through July 2023 for the above referenced PNA Master Plan Update project. The invoice is for \$10,700.00.

The overall invoicing breakdown is shown in the table below:

Description of Service	Contract Amount	Current Billed	Previous Billed	Remaining
<b>Engineer's Project #220064</b>				
Project Formulation	\$16,060.00	\$0.00	\$16,060.00	\$0.00
Project Management	\$26,140.00	\$850.00	\$18,605.33	\$6,954.67
Public Involvement	\$56,250.00	\$5,000.00	\$25,690.17	\$25,559.83
Executive Summary	\$3,970.00	\$500.00	\$0.00	\$3,470.00
Existing Conditions	\$16,790.00	\$0.00	\$16,790.00	\$0.00
Environmental	\$9,635.00	\$500.00	\$6,330.00	\$2,805.00
Aviation Demand Forecast	\$22,790.00	\$0.00	\$22,790.00	\$0.00
Facility Requirements	\$24,015.00	\$0.00	\$24,015.00	\$0.00
Alternatives Development	\$23,130.00	\$2,000.00	\$7,547.50	\$13,582.50
Airport Layout Plan	\$56,860.00	\$1,500.00	\$14,965.00	\$40,395.00
Exhibit A	\$35,580.00	\$0.00	\$32,785.50	\$2,794.50
Facility Implementation	\$23,640.00	\$0.00	\$940.00	\$22,700.00
Compliance Overview	\$9,425.00	\$0.00	\$4,600.00	\$4,825.00
References	\$5,435.00	\$0.00	\$2,617.50	\$2,817.50
Approval of Documents	\$9,280.00	\$0.00	\$0.00	\$9,280.00
Deliverables	\$12,790.00	\$350.00	\$4,663.75	\$7,776.25
Aerial and Ground Survey	\$9,250.00	\$0.00	\$6,118.50	\$3,131.50
Lump Sum Expenses	\$24,963.00	\$0.00	\$1,072.52	\$23,890.48
<b>Totals</b>	<b>\$386,273.00</b>	<b>\$10,700.00</b>	<b>\$205,590.77</b>	<b>\$169,982.23</b>



Please review the invoice for approval. If you have any questions on this subject, please contact me at 307-587-3411.

Sincerely,

Wesley Werbelow, P.E.  
Project Manager

Enclosure  
Invoice No: 220064-13

**Invoice**



Town of Pinedale Wyoming  
P.O. Box 709  
210 W. Pine Street  
Pinedale, WY 82941

August 07, 2023  
Invoice No: 220064 - 13  
Due Date: September 06, 2023

Project Manager: Wesley Werbelow

Project: 220064 PNA Master Plan Update  
**Professional Services from July 01, 2023 to July 31, 2023**

**Fees**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
1.0 PROJECT FORMULATION	16,060.00	100.00	16,060.00	16,060.00	0.00
2.0 PROJECT MANAGEMENT & PMP	26,410.00	73.6665	19,455.33	18,605.33	850.00
3.0 PUBLIC INVOLEMENT	56,250.00	53.3345	30,000.65	25,000.65	5,000.00
4.0 EXEC SUMMARY & MASTER PLAN INTRO	3,970.00	12.5945	500.00	0.00	500.00
5.0 EXISTING CONDITIONS	16,790.00	100.00	16,790.00	16,790.00	0.00
6.0 ENVIRONMENTAL CONSIDERATIONS	9,635.00	70.8874	6,830.00	6,330.00	500.00
7.0 AVIATION DEMAND FORECAST	22,790.00	100.00	22,790.00	22,790.00	0.00
8.0 FACILITY REQUIREMENTS	24,015.00	100.00	24,015.00	24,015.00	0.00
9.0 ALTERNATIVES DEVEL & EVAL	23,130.00	41.2776	9,547.50	7,547.50	2,000.00
10.0 AIRPORT LAYOUT PLAN	56,860.00	28.9571	16,465.00	14,965.00	1,500.00
11.0 EXHIBIT A PROPERTY MAP & ROS	35,580.00	91.7004	32,627.00	32,627.00	0.00
12.0 FACILITIES IMPLEMENTATION	23,640.00	3.9763	940.00	940.00	0.00
13.0 COMPLIANCE OVERVIEW, LAND USE	9,425.00	48.8064	4,600.00	4,600.00	0.00
14.0 REFERENCES, GLOSSARY, APPENDICES	5,435.00	48.1601	2,617.50	2,617.50	0.00
15.0 APPROVAL OF DOCUMENTS	9,280.00	0.00	0.00	0.00	0.00
16.0 DELIVERABLES	12,790.00	39.2005	5,013.75	4,663.75	350.00
17.0 AERIAL & GROUND SURVEY	9,250.00	66.1459	6,118.50	6,118.50	0.00
REIMBURSABLES	24,963.00	4.2964	1,072.52	1,072.52	0.00
<b>Total Fee</b>	<b>386,273.00</b>		<b>215,442.75</b>	<b>204,742.75</b>	<b>10,700.00</b>
<b>Total Fee</b>				<b>10,700.00</b>	
<b>Total this Task</b>				<b>\$10,700.00</b>	
<b>Total this Phase</b>				<b>\$10,700.00</b>	
<b>Total this Invoice</b>				<b>\$10,700.00</b>	

**Outstanding Invoices**

Number	Date	Balance
12	7/10/2023	16,143.77
<b>Total</b>		<b>16,143.77</b>

	Current	Prior	Total	Received	A/R Balance
<b>Billings to Date</b>	<b>10,700.00</b>	<b>204,742.75</b>	<b>215,442.75</b>	<b>188,598.98</b>	<b>26,843.77</b>

All account balances not paid in full within 30 days of the date of invoicing shall bear interest at the rate of twelve (12) percent (%) per annum compounded monthly from the due date until paid in full. Any payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Payments can be made by check, ACH, or credit card. Billing and payment inquiries can be sent to [NWfinance@ardurra.com](mailto:NWfinance@ardurra.com) A 3% processing fee is applied to payments by credit card.

REMIT TO: Ardurra, 2471 S. Titanium Pl., Meridian, ID 83642



# PROJECT STATUS UPDATE

## Ralph Wenz Field – SRE Acquisition Project

PROJECT NUMBER 230163  
MONTH 8/2023  
UPDATE NUMBER 5  
PROJECT MANAGER Carson Rowley, PE

### WORK COMPLETED OR PROGRESS THIS PERIOD

- Received fully executed contract from Tri-State.
- Reviewed Documents and had questions about the COI.
- Received answers from Tri-State on their COI and believe that their documentation is in order.

### ANTICIPATED WORK FOR NEXT PERIOD

- Distribute Contract and NTP.
- Ask Supplier if they would be willing to complete partial delivery of loader and bucket.
- Ask for updated insurance in November.
- Monitor grant reporting and await final delivery in April 2024.

### ACTION ITEMS

- Sign Contract.
- Sign NTP.

### Invoicing

Invoices	Total Cost
230136-5	\$1,309.65
Total	\$1,309.65

### Breakdown

Entity	Total Cost
WYDOT Aeronautics (75%)	\$982.23
PNA (25%)	\$327.42
Total	\$1,309.65



**TOWN OF PINEDALE, WY**  
**DISBURSEMENT VOUCHER**  
**P.O. BOX 709**  
**PINEDALE, WYOMING 82941**

**CLAIMANT:**

**ADDRESS:**

**INVOICE DATE:**

FUND/ACCT #	AVAIL. BUDGET	ITEMIZED DESCRIPTION	QTY	UNIT PRICE	TOTAL \$

*NOTE: The Town is exempt from sales tax per W.S. 39-11-105 and 39-15-105.*

**CLAIMANT DECLARATION**

*(IF VOUCHER IS FOR PERSONAL SERVICES, TRAVEL REIMBURSEMENTS OR EXPENDITURES OTHER THAN PAYROLL UNDER A CONTRACTED PRICE)*

I DECLARE AND AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THIS CLAIM HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS IN ALL THINGS TRUE AND CORRECT, AND THAT NEITHER THE WHOLE, NOR ANY PART THEREOF, HAS BEEN PAID.

DATE	SIGNATURE OF CLAIMANT

**DECLARATION OF MAYOR OR CLERK-TREASURER AND/OR OTHER AUTHORIZED AGENT**

I DECLARE AND AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THIS CLAIM HAS BEEN EXAMINED BY ME, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS IN ALL THINGS TRUE AND CORRECT. I FURTHER CERTIFY THAT THE ABOVE SERVICES WERE RENDERED, OR THAT THE ABOVE MATERIALS WERE RECEIVED IN AN ACCEPTABLE CONDITION, AND THAT THE ABOVE CLAIM IS HEREBY APPROVED BY ME.

DATE	EMPLOYEE RECEIVING GOODS OR SERVICES
DATE	MAYOR or CLERK-TREASURER or OTHER AGENT

**APPROVAL BY THE TOWN COUNCIL FOR PAYMENT**

DATE APPROVED _____	NOTED BY _____
DATE PAID _____	CHECK NUMBER _____

**Invoice**



Abram Pearce  
 Town of Pinedale Wyoming  
 P.O. Box 709  
 210 W. Pine Street  
 Pinedale, WY 82941

August 10, 2023  
 Invoice No: 230136 - 5  
 Due Date: September 09, 2023

Project Manager: Carson Rowley

Project: 230136 PNA SRE Acquisition  
**Professional Services from July 01, 2023 to July 31, 2023**

**Fees**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Contract Administration	4,830.00	87.5776	4,230.00	4,120.00	110.00
Planning and Formulation	2,040.00	100.00	2,040.00	2,040.00	0.00
Preliminary Design	5,070.00	100.00	5,070.00	5,070.00	0.00
Final Design	4,830.00	100.00	4,830.00	4,830.00	0.00
Bidding	3,330.00	100.00	3,330.00	3,330.00	0.00
Closeout/Documentation	4,060.00	4.6798	190.00	190.00	0.00
Additional Service	1,540.00	100.00	1,540.00	1,200.00	340.00
Reimbursable- Lump Sum	0.00	0.00	600.00	600.00	0.00
<b>Total Fee</b>	<b>25,700.00</b>		<b>21,830.00</b>	<b>21,380.00</b>	<b>450.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	450.00	4,120.00	4,570.00
Limit			32,125.00
Remaining			27,555.00
<b>Total this Phase</b>			<b>\$450.00</b>

Phase: 6 Procurement Administration

**Professional Personnel**

	Hours	Rate	Amount
Hebert, Todd	.79	95.00	75.05
Rowley, Carson	3.56	160.00	569.60
Serna, Bonnie	.75	90.00	67.50
Trotter, Drew	.75	70.00	52.50
Werbellow, Wesley	.50	190.00	95.00
<b>Totals</b>	<b>6.35</b>		<b>859.65</b>
<b>Total Labor</b>			<b>859.65</b>
<b>Total this Phase</b>			<b>\$859.65</b>

Project	230136	PNA SRE Acquisition	Invoice	5
			<b>Total this Invoice</b>	<b><u>\$1,309.65</u></b>

**Outstanding Invoices**

Number	Date	Balance
4	7/12/2023	4,745.00
<b>Total</b>		<b>4,745.00</b>

	Current	Prior	Total	Received	A/R Balance
<b>Billings to Date</b>	<b>1,309.65</b>	<b>21,380.00</b>	<b>22,689.65</b>	<b>16,635.00</b>	<b>6,054.65</b>

All account balances not paid in full within 30 days of the date of invoicing shall bear interest at the rate of twelve (12) percent (%) per annum compounded monthly from the due date until paid in full. Any payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Payments can be made by check, ACH, or credit card. Billing and payment inquiries can be sent to NWfinance@ardurra.com A 3% processing fee is applied to payments by credit card.

REMIT TO: Ardurra, 2471 S. Titanium Pl., Meridian, ID 83642

## NOTICE OF AWARD

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Date of Issuance:

Owner:	Town of Pinedale	State Project No.:	APN009A
Engineer:	Ardurra	Engineer's Project No.:	230136
Project:	Ralph Wenz Field	Contract Name:	Ralph Wenz Field
	Procurement of Wheel Loader with Attachments for Airport Snow Removal		Procurement of Wheel Loader with Attachments for Airport Snow Removal
Bidder:	Tri-State Truck & Equipment, Inc.		
Bidder's Address:	P.O. Box 340 Casper, WY 82602		

### TO BIDDER:

You are notified that Owner has accepted your Bid dated June 21, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Wheel Loader with Hydraulic Quick System, with 5-yard General Purpose Bucket**

**and**

**16-foot minimum width Snow Plow with 5-foot Hydraulic Wings.**

The Contract Price of the awarded Contract is: **\$383,803.78**

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

3 sets of the Project Manual and Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Provisions 30-05.
3. Other conditions precedent:  
Provide copies of the following:
  - Certificate of Insurance listing the Town of Pinedale and Ardurra as additional insureds
  - Preliminary Project Schedule including milestones, delivery, training, and final completion dates

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents.

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Owner: Town of Pinedale

Authorized Signature: M W Murdock

By: Matt W. Murdock

Title: Mayor

Copy: Engineer

## CONTRACT AGREEMENT

THIS AGREEMENT is by and between Town of Pinedale (“Owner”) and  
Tri-State Truck & Equipment, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

### WITNESSETH:

WHEREAS it is the intent of the Owner to purchase equipment for **Ralph Wenz Field** generally described as follows;

### **Procurement of Wheel Loader with Attachments for Airport Snow Removal**

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

#### **Article 1 - Work**

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

#### **Article 2 – Contract Documents**

CONTRACTOR agrees that the Contract Documents consist of the documents listed in Article 9. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

#### **Article 3 – Contract Price**

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

**Three hundred eighty-three thousand, eight hundred three dollars and seventy-eight cents**

*(Amount in Written Words)*

**\$383,803.78**

*(Amount in Numerals)*

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices multiplied by the associated estimated quantities;

#### **Article 4 – Payment**

General: The Contractor shall be paid for project work with funds from the Sponsor according to the General Conditions herein.

Partial and Final Payments: Following is the procedure, which will be used in making partial payments to the Contractor. A progress payment of 90% shall be processed upon delivery of the equipment included under the Bid Schedules. Payment of the 10% retainage shall be processed on acceptance the equipment. No later than ten (10) calendar days after delivery or acceptance date, the Engineer will assist the Owner in preparing the Request for Reimbursement (RFR) of State Funds for Airport Improvements for WYDOT grant payment to the Airport, which will be submitted by the owner.

- a. No later than ten (10) days after receipt of the State Grant payment from WYDOT the OWNER will process and pay the claim for the partial or final estimate.
- b. The Contractor will not be paid for the final retainage of his contract price until the equipment has been accepted by the airport board
- c. The making of final payment will not relieve the Contractor from claims arising from the failure of the work to comply with the requirements of the Contract Documents.

#### **Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER’S Notice to Proceed. CONTRACTOR further agrees to complete said work within 90 calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Terms and Conditions and as approved by the OWNER.

#### **Article 6 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$50.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

### **Article 7 – CONTRACTOR’S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- b. If specified or if, in CONTRACTOR’S judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, CONTRACTOR has visited the Point of Delivery and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- c. CONTRACTOR is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- d. CONTRACTOR has carefully studied and correlated the information known to CONTRACTOR, and information and observations obtained from Seller’s visits, if any, to the Point of Delivery, with the Contract Documents.
- e. CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.
- f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

### **Article 8 – CONTRACTOR’S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

### **Article 9 – Contract Documents**

- a. The Contract Documents consist of the following, as listed in the Table of Contents of the Invitation to Bid:
  1. Invitation for Bids
  2. Instructions for Bidders
  3. This Agreement
  4. Bid Bond
  5. Performance Bond for Procurement Contracts
  6. Payment Bond for Procurement Contracts
  7. General Terms and Conditions
  8. State Contract Provisions
  9. Specifications as listed in table of contents of the Project Manual
  10. Addenda (Number 1 inclusive)

11. Exhibits to this agreement (enumerated as follows):
  - a. Notice of Award
  - b. Contractor's Bid;
  - c. Documentation submitted by Contractor prior to Notice of Award (if any)
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed
  - b. Written Amendment(s)
  - c. Work Change Directive(s)
  - d. Change Order(s)/Supplemental Agreement(s)
  - e. Field Order(s)

#### **Article 10– Miscellaneous State and Federal Provisions**

- A. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of manufacturer in connection with completion of the Project Work;
- B. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- C. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- D. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- E. STATE OF WYOMING CONTRACT PROVISIONS - These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required. A breach of any of the stipulations contained in the Required Provisions may be grounds for termination of the contract.
  - a. Attention of the contractors is directed to the provisions of Section 16-6-102 Wyoming Statutes as amended 2007, which include the provisions that the contract shall be let to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state.
  - b. As used in Wyoming Statute 16-6-101 and 16-6-102 as amended in 2007, 16-6-101 (I) "Resident" means a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the department of employment prior to bidding upon the contract or responding to a request for proposal, subject to the following criteria and subject to W.S. 16-6-102 (H):
    - i. Any person who has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal; or



- ii. A partnership, association, limited partnership, registered limited partnership, registered limited liability company or corporation, each member or shareholder of which has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal;
- iii. A corporation organized under the laws of the state with at least fifty percent (50%) of the issued and outstanding shares of stock in the corporation owned by persons who have been residents of the state for one (1) year or more prior to bidding upon the contract or responding to a request for proposal, and which maintains its principal office and place of business within the state, and the president of the corporation has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal;
- iv. A corporation organized under the laws of the state which has been in existence in the state for one (1) year or more and whose president has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal and maintains its principal office and place of business within the state. If at least fifty percent (50%) of the issued and outstanding shares of stock in the corporation are owned by nonresidents, shares of the corporation shall:
  - 1. Have been acquired by nonresidents one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal; or
  - 2. Be publicly traded and registered under Section 13 or 15(d) of the Securities Exchange Act of 1934 for one (1) or more classes of its shares.
- v. A limited partnership organized under the laws of the state and which maintains its principal office and place of business in the state and the general partners of which have been residents of the state for at least one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal;
- vi. A registered limited liability partnership organized under the laws of the state and which maintains its principal office and place of business in the state and each member of which has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal;
- vii. A limited liability company organized under the laws of the state and which maintains its principal office and place of business in the state and the managing members or the appointed managers of which have been residents of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal; or
- viii. A person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation which has satisfied the following requirements for the period one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal:
  - 1. Has continuously maintained an office or place of business within the state; and
  - 2. Has continuously employed not less than fifteen (15) full-time employees within the state.
    - a. "Office and place of business" means a headquarters or administrative center where business activities are conducted or controlled;
    - b. "This act" means W.S. 16-6-101 through 16-6-121.

- c. Employment Provisions - Wyoming Department of Workforce Services will be designated by the State to prepare the employment lists for the project. At or prior to contract award, the contractor will be advised of the exact designation and location of the local Workforce Service selected for this purpose, and the name and location of this agency will be inserted in the contract. The contractor is encouraged, but not required, to avail himself of the services afforded by the Department of Workforce Services designated in the contract. In performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States, except as required by State Statute on preference for Wyoming Labor. The payment of wages for labor, employed under this contract shall conform to the provisions of Wyoming Statutes 27-4-401 through 27-4-403.
- d. Subletting or Assigning the Contract - The applicant shall be considered eligible for a particular type of work as long as such work comprises at least 30 percent of the applicants company own work force. Materials purchased for items to be subcontracted or placing other contractors employees on the applicant payroll will not be considered as part of the 30 percent. Any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such "Specialty Items" so performed may be deducted from the total contract cost before computing the amount of work required to be performed by the contractor with his own organization. A resident contractor shall not subcontract more than 30 percent of the work in the contract to nonresident contractors. The contractor shall provide assurance that the wages of skilled and unskilled laborers shall be not less than the minimum predetermined wage rates in the contract and as regulated by State law. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for fulfilling the contract.
- e. Safety and Accident Prevention - In performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the contracting officer may determine, 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. The contractor shall maintain an accurate record of all accidents arising out of and in the course of employment on work under this contract resulting in death, occupational disease, or injury requiring medical attention or causing loss of time from work. The contractor shall report such accidents to the contracting officer on forms furnished by the contracting officer or, with the approval of the contracting officer, may furnish extra copies of forms used to report such accidents to State Workman's Compensation Commission or other similar official group.
- f. Wage Compliance Requirements - Wyoming State Statute 16-6-110. Work hours on public projects; 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 (1 1/2) 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. In the event of failure or refusal of the CONTRACTOR or any subcontractor to comply with overtime pay requirements of the contract work hours and safety standards act, if the funds withheld by the State of Wyoming for violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the State of Wyoming, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an

equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for payment of liquidated damages. The State of Wyoming may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

- g. Funds Programmed - The funds which have been programmed for construction of this project are estimated to be sufficient to provide for the proposed work as shown on the plans. In the event contract unit prices indicate a total cost of the project in excess of the funds programmed, the length of the project may be shortened and / or quantities decreased to keep the cost of work within the funds allotted to the project. Similarly, if the contract unit prices indicate a total cost of the project less than the funds programmed, the length of the project may be increased and / or quantities added to ensure the major portion of the allotted funds for a project are used.
- h. State Right to Reject Bids; Reference Wyoming State Statute 16-6-119. Every state agency, board, commission, department or institution shall be authorized to determine the qualifications and responsibilities of bidders or respondents on contracts for the construction of a public project, facility or structure using standard forms and procedures adopted by the department of administration and information, and may recommend that the department of administration and information reject any or all bids or responses based on the qualifications and responsibilities of bidders and respondents and readvertise for bids or responses.
- i. Notice for Final Payment - Wyoming State Statute Title 16, 16-6-116 provides that forty (40) days before the final estimate is paid, shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice setting forth in substance, that the commission, board or person has accepted the work as completed according to the plans and specifications and rules set forth in the contract between the commission, board or person and the contractor, and that the contractor is entitled to final settlement therefore. The notice shall also set forth that upon the 41st day (and the notice shall specify the exact date) after the first publication of the notice the commission, board or person under whose direction or supervision the work has been carried on will pay to the contractor the full amount due under the contract. This section does not relieve the contractor and the sureties on his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.
- j. Conditions of Final Payment - Wyoming State Statute Title 16, 16-6-117 provides in all formal contracts entered into by any person with the state, or any department or commission thereof, or with any county, city, town, school district, high school district, or other public corporation of this state, for the construction of any public building, or the prosecution and completion of any public work, or for repairs upon any public building or public work, no final payment shall be made until the person files with the officer, department or commission of the state, or with the clerk of the county, city, town or school district, or with a similar officer of any other public corporation by which the contract has been made, a sworn statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed the sworn statement shall so state, and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the state, county, city, town or school district authority or public corporation until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the agent or agency to the persons found entitled thereto.

- k. Public Entity Completion of Project - Wyoming State Statute Title 16, 16-6-703 provides that if it becomes necessary for a public entity to take over the completion of any contract, all of the amounts owing the contractor, including the withheld percentage, shall first be applied toward the cost of completion of the contract. Any balance remaining in the retained percentage after completion by the public entity shall be payable to the contractor or the contractor's creditors. The retained percentage which may be due any contractor shall be due and payable as prescribed by W.S. 16 6 116.
  - l. Retainage and Monthly Payments - Monthly payments based upon approximate estimates of the amount of the value to the Owner of expenses incurred during the preceding month, as computed by the Engineer and approved by the Owner, shall be made to the Contractor during the progress of the work, provided that ten percent (10%) of the amount of the estimated value of the work done shall be retained until the work is fully completed and accepted by the Owner and this contract in all respects fully performed by said Contractor. The making of said monthly payments by the Owner, shall not be construed as acceptance of any part of the work done or materials furnished under this contract but simply as payment on account. Within a reasonable time after the acceptance of the work according to the contract, the Owner shall certify a final estimate based upon the quantities measured by the Engineer and computed according to the unit prices hereto attached, showing the total work done or required and the amount due the Contractor therefore. After deducting therefrom all previous payments and any other amounts to be kept and retained under the provisions of this contract, or as required by law, payment in full shall be made to the Contractor; provided that before such final payment is made the Owner may require the Contractor to show to its satisfaction that all just debts due to all laborers, mechanics, material, men and other persons who have supplied said Contractor, or any subcontractor working under this contract, with materials or goods of any kind for this work, including labor, materials feed and fuel bills, board and grocery bills, have been paid. All prior, partial estimates and payment shall be subject to correction in the final estimate and payment. Wyoming State Statute Title 16, 16-6-703 provides that if it becomes necessary for a public entity to take over the completion of any contract, all of the amounts owing the contractor, including the withheld percentage, shall first be applied toward the cost of completion of the contract. Any balance remaining in the retained percentage after completion by the public entity shall be payable to the contractor or the contractor's creditors. The retained percentage which may be due any contractor shall be due and payable as prescribed by W.S. 16 6 116.
- F. CIVIL RIGHTS PROVISIONS - The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- G. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS - 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:
- a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- b. 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
  - f. 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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- H. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES - 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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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 of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).

**Article 11 – OWNER’S Representative**

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Ardurra  
502 33<sup>rd</sup> Street  
Cody, Wyoming 82414**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

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

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

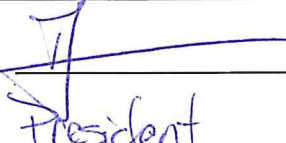
**OWNER:**

**CONTRACTOR:**

Town of Pinedale \_\_\_\_\_

Tri-State Truck & Equipment, Inc \_\_\_\_\_

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

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

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

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

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

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

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

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

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

Address for giving notices: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_

P.O. Box 340 \_\_\_\_\_

\_\_\_\_\_

Casper, WY 82602 \_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: Justin Noah \_\_\_\_\_

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

Title: Sales Representative \_\_\_\_\_

Address: \_\_\_\_\_

Address: P.O. Box 340 \_\_\_\_\_

\_\_\_\_\_

Casper, WY 82602 \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: 307-259-3303 \_\_\_\_\_

Email: \_\_\_\_\_

Email: justinne@tste.com \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract Agreement is executed in behalf of a Corporation)

STATE OF Wyoming )  
 ) ss  
County of Natrona )

On this 28 day of July, 2023, before me appeared

Thomas Zimmer to me personally

known, who, being by me duly sworn, did say that he is

President of Tri-State Truck & Equipment Inc  
(Title) (Company)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Secretary acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL the day and year in this certificate first above written.



My Commission Expires: Oct 7, 2023



**NOTICE TO PROCEED**

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Owner: Town of Pinedale	State No.: APN009A
Contractor: <u>Tri-State Truck &amp; Equipment, Inc</u>	Contractor's Project No.:
Engineer: Ardurra	Engineer's Project No.: 230136
Project: Ralph Wenz Field	Contract Name: Ralph Wenz Field
Procurement of Wheel Loader with Attachments for Airport Snow Removal	Procurement of Wheel Loader with Attachments for Airport Snow Removal
Effective Date of Contract: _____	

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 2023.

On or before that date, Contractor shall start performing its obligations under the Contract Documents for Ralph Wenz Field; Procurement of Wheel Loader with Attachments for Airport Snow Removal Project .

In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_ and the date of Final Completion is \_\_\_\_\_. The number of working days is 300.

Before starting any Work at the Site, Contractor must comply with the following:

1. Provide certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. Submit work schedule to Engineer for review and approval.

---

Owner:

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

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

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

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

Copy: Engineer

# PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

SELLER (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

Town of Pinedale  
P.O. Box 709  
Pinedale, WY 82941

## CONTRACT

Effective Date of the Agreement:

Amount:

Description: Ralph Wenz Field: Procurement of Wheel Loader with Attachments for Airport Snow Removal

## BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  Attached

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Buyer has notified Seller and Surety pursuant to paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
  - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in paragraph 3.1; and
  - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another seller selected pursuant to paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and Seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
    1. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
    2. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from Seller's Default, and resulting from the actions or failure to act of Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Goods and Services are located and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Goods were to be delivered and the Special Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.
  - 12.2. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Seller Default: Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

# PAYMENT BOND FOR PROCUREMENT CONTRACTS

SELLER *(name and address)*:

SURETY *(name and address)*

OWNER *(name and address)*:

Town of Pinedale  
P.O. Box 709  
Pinedale, WY 82941

## CONTRACT

Effective Date of the Agreement:

Amount:

Description: Ralph Wenz Field: Procurement of Wheel Loader with Attachments for Airport Snow Removal

## BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Contract)*:

Amount:

Modifications to this Bond Form:  None  Attached

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### SELLER AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Seller's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes:** (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Owner, or other party shall be considered plural where applicable.

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Seller:
    1. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to Buyer, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.
9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however, accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
  - 15.1. Claimant: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Contract: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Buyer Default: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

**NOTICE TO PROCEED**

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Owner: Town of Pinedale	State No.: APN009A
Contractor: <u>Tri-State Truck &amp; Equipment, Inc</u>	Contractor's Project No.:
Engineer: Ardurra	Engineer's Project No.: 230136
Project: Ralph Wenz Field	Contract Name: Ralph Wenz Field
Procurement of Wheel Loader with Attachments for Airport Snow Removal	Procurement of Wheel Loader with Attachments for Airport Snow Removal
Effective Date of Contract: <u>9/5/2023</u>	

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on September 5, 2023.

On or before that date, Contractor shall start performing its obligations under the Contract Documents for Ralph Wenz Field; Procurement of Wheel Loader with Attachments for Airport Snow Removal Project .

In accordance with the Agreement, the date of Final Completion is July 1, 2024. The number of working days is 300.

Before starting any Work at the Site, Contractor must comply with the following:

1. Provide certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. Submit work schedule to Engineer for review and approval.

---

Owner:

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

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

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

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

Copy: Engineer



# TOWN OF PINEDALE WYOMING

August 30th, 2023

## Pinedale Airport Manager's Monthly Report

- AWOS updated and NOTAMs issued as necessary.
- Created Additional SOP's for operations now required of the airport
- Attended meetings during the month including:
  - Weekly Town safety, supervisor, and manager meetings
- Maintenance projects worked on: Began the Diagnosis of the Deicing truck purchased from Emblem Aviation to make it total functional before winter.
- Held the Rocky Mountain STOL Competition successfully, with over 40 aircraft coming for participation or spectating.
- Wrote an airport newsletter which will be published monthly, including recent activities and safety information for around the airport.
- Airport Fly in planned for September 9<sup>th</sup>, beginning at 8 AM.
- Work completed on the ODAL lighting fixtures, with 1 total replacement and one parts replacement, 1 ODAL still non functioning.
- Reported Fuel Sales to WYDOT for record keeping.
- Fuel Sales report attached.
- Began Prep for winter time, equipment work in progress.
- Met with Ardurra for the Alternative selection, and updated the WACIP to match.
- Met with the Moorcroft's to discuss the future of the Parcel east of the existing airport footprint

### Things I will finalize in September:

- Begin the steps necessary to make the Airport Fly in run smoothly.
- Continue honing the efficiency of the airport as well as improving customer service.
- Finalize the ODAL light corrections to get them fully operational by winter.
- Attempt to hire new staff to replace Riley Yung.
- Meet with the Wyoming Aeronautics Commission and the State to inform on project statuses.

Should there be questions or comments please feel free to contact me at 307-360-9025 or by email at [rileywilson@townofpinedale.us](mailto:rileywilson@townofpinedale.us)

Respectfully submitted,

*Airport Manager*



**FBO REPORT**  
**MONTH OF AUGUST 2023**

**9/3/2023**

**To Whom it May Concern:**

In the month of August 2023, the TOP flight FBO recorded the following transactions:

LANDING FEE TOTAL	\$ 3,973.00
HANGAR RENT TOTAL	\$ 1,033.79
JET A GALLONS	12,184.50
AV GAS GALLONS	3,893.19
LINE FEES TOTAL	\$ 1,256.15
NON FUEL REVENUE	\$ 6,262.94
AV GAS REVENUE	\$ 23,165.66
JET A REVENUE	\$ 66,248.54
TOTAL REVENUE BEFORE COST	\$ 95,677.14

For Any Additional Questions contact Riley Wilson

Signed,

A handwritten signature in black ink that reads "Riley Wilson". The signature is written in a cursive, flowing style.

*Airport Manager*



## Airport Expenses - August 2023

Vendor	Description	Invoice Number	Check Date	Amount
AirNav LLC	Fuel Cost Advertising	2024656	8/14/2023	\$270.00
AvFuel Corporation	Jet A Fuel	019042393	8/14/2023	\$27,129.59
AvFuel Corporation	Jet A Fuel	019052482	8/14/2023	\$7,445.82
AvSurance Corporation	Property Insurance	4917	8/14/2023	\$3,155.00
Bomgaars Supply	Maintenance Supplies	74585682	8/14/2023	\$74.94
Bomgaars Supply	Mower Maintenance	74585729	8/14/2023	\$94.93
Bomgaars Supply	Lobby Amenities	74586284	8/14/2023	\$31.98
Bomgaars Supply	Cleaning Supplies	74586637	8/14/2023	\$12.75
Bomgaars Supply	Lobby Amenities	74587965	8/14/2023	\$47.97
Bomgaars Supply	Fasteners	74589858	8/14/2023	\$3.28
Bomgaars Supply	Mower Maintenance	74590299	8/14/2023	\$5.08
Bomgaars Supply	4 Wheeler Maintenance	74590381	8/14/2023	\$32.96
Bomgaars Supply	Lobby Amenities	74591104	8/14/2023	\$61.44
Casper Star Tribune	Jet A Tank Installation Ad	87526	8/14/2023	\$324.16
Pinedale Natural Gas Inc	Generator	20230727 AIR GEN	8/14/2023	\$25.00
Pinedale Natural Gas Inc	Maintenance Hangar	20230727 MAINT HGR	8/14/2023	\$25.00
Pinedale Natural Gas Inc	SRE Building	20230727 SRE BLDG	8/14/2023	\$15.00
Pinedale Natural Gas Inc	SRE Hangar	20230727 SRE HGR	8/14/2023	\$25.00
Ridley's Family Markets	Lobby Amenities	0409.08.03	8/14/2023	\$81.31
Ridley's Family Markets	Lobby Amenities	0415.07.27	8/14/2023	\$63.30
Ridley's Family Markets	Carpet Cleaner	0418.08.08	8/14/2023	\$58.98
Rocky Mountain Power	Airport Fuel Farm	20230731 FF	8/14/2023	\$191.13
Rocky Mountain Power	Airport Lights	20230731 AIRPORT	8/14/2023	\$425.24
Shadow Mountain Water of WY	Water Cooler	002.B009959	8/14/2023	\$9.99
Visa-MakeStickers.com	Fly-in Logo Stickers	20230814	8/14/2023	\$139.69
Visa-State of WY	DEQ Permit Fees-Stormwater Discharge	20230814	8/14/2023	\$1,035.00
Visa-State of WY Dept of Revenue	Sales Tax License Fee	20230814	8/14/2023	\$61.50
Bomgaars Supply	Maintenance Supplies	74594781	8/28/2023	\$47.95
Emblem Aviation LLC	Jet A Storage Tanker Lease-Sept	1003		\$3,000.00
Get Western Electric	Odal Lights & Circuit Board Installation	23-0822		\$560.00
Shadow Mountain Water of WY	Water Cooler	002.B010599		\$37.50
Tegeler & Associates Inc	Add Equipment	13479		\$1,107.00
August Gross Wages				\$11,775.37
<b>Total Expenses</b>				<b>\$57,373.86</b>