

**COOPERATIVE CONSTRUCTION
AGREEMENT
SANITARY SEWER MAIN REPLACEMENT
Carter, Corbett & Town of Saratoga**

"A **Cooperative Construction Agreement** for the construction, placement and maintenance of certain public improvements necessary for the proper conveyance of sanitary sewer discharge for the Town of Saratoga."

THIS CONSTRUCTION AGREEMENT (the "Agreement") is entered into effective this day of _____, 2026 by and among the Town of Saratoga ("Town") and, Mark Corbett ("Corbett") and Elizabeth Carter ("Carter").

RECITALS

- A. Corbett is the owner of record of certain real property adjacent to and may be affected by the Work Area more particularly described as parts of lot 18 and 19 and all lots 20 and 21, Block 25 SRE & I 1st Addition Subdivision in Carbon County, Wyoming.
- B. Carter maintains certain improvements in the work area, including but not limited to a mobile home, decking, cottonwood trees, fences, lawn and shrubs.
- C. The Town currently owns and operates existing sewer mainlines in the work area.
- D. Due to their deteriorated condition the Town is engaging in the full replacement of the sewer main line across the North Platte River as well as portions of the existing sewer main lines that currently exist as shown on Exhibit "A".
- F. Construction plans for the required improvements have been designed by EA Engineers.
- G. The Town wishes to facilitate construction, restoration, coordination, and cooperation regarding the Project. As well as the safety, security and best interest of future property owners, current residents and the public in general.
- H. The parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties and obligations herein set forth.

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Definitions.
 - a. Town of Saratoga Wyoming: a municipality governed by the laws of the State of Wyoming.

- b. Mark Corbett: owner of certain real property adjacent to the Work Area described herein.
 - c. Elizabeth Carter: Individual maintaining certain improvements within the Work Area.
 - d. Work Area: The area depicted on Exhibit A. Described as a portion of land existing between the northerly property line of lots 18-21 of Block 25 SRE & I First Addition Subdivision and the East-West Centerline of Section 11. The designation of the Work Area is for purposes of this Agreement only and shall not constitute a determination of ownership, title, easement rights, boundary location, or right-of-way status.
 - e. Access area: Strip of land with the WYDOT ROW used for access to adjacent residences and the Work Area.
2. Improvements. The Town of Saratoga is engaging in a vital replacement of existing sanitary sewer mainlines on portions of the work area and North Platte River. The Town has acquired adequate funding to complete the improvements and deemed them necessary to protect public health and safety. The improvements are further described in the attached plans developed by Engineering Associates (Exhibit "B"). The responsibilities of the parties regarding construction, restoration, and maintenance are further described below.
3. Construction and access
- a. Corbett's Responsibilities
Corbett acknowledges the Town's planned construction activities within the Work Area and agrees to cooperate with such activities and refrain from actions that would materially hinder, delay, obstruct, or interfere with construction.
 - b. Carter's Responsibilities
Carter acknowledges the Town's planned construction activities within the Work Area and agrees to cooperate with such activities and refrain from actions that would materially hinder, delay, obstruct, or interfere with construction.
 - c. The Town's Responsibilities
 - i. The Town shall provide, all fuel, equipment and labor to construct all the new improvements identified in this agreement, reclamation identified in this agreement as well as the removal and abandonment of existing facilities identified in this agreement.
 - ii. Carter has interest in and maintains certain improvements in the work area, including lawn, fencing, a deck and trees.
 - a. The Town agrees to re-establish disturbed lawn after construction.
 - b. The Town agrees to remove the deck prior to construction, and replace the deck after construction.
 - c. The Town will make a good faith effort to maintain the trees existing within the deck. The Town will have the trees and their risks be evaluated by an ISE TRAQ Certified arborist. If it is deemed the trees may become a risk to existing assets such as the trailers

the Town will remove them. If the trees are removed the deck will be rebuilt with new boards to ensure the previous holes from the trees are no longer there. If the large cotton woods within the deck are removed the Town will replace the cotton wood trees on a 1 for 1 basis with 30-gallon autumn blaze maple trees.

- iii. All construction shall be done in accordance with Wyoming Public Works Construction Standards.
- iv. The Town agrees to restore all disturbed areas in accordance with section 4.b. All costs of reclamation to be borne by the Town.
- v. Town agrees to acquire all state, local, and federal permits required for the project.
- vi. The Town and its contractors shall use reasonable efforts to minimize disruption to Carter, Corbett and adjacent residents during construction activities. Construction access shall remain limited to the areas shown on the Exhibits. The Town shall maintain reasonable access for residents and emergency vehicles throughout construction whenever practicable.
- vii. The Town shall have the work area staked prior to construction and maintain said markers during construction.
- viii. No hazardous substances, fuel, chemicals, or contaminated materials shall be stored in the work area except as reasonably necessary for daily construction operations and in compliance with applicable environmental regulations. All temporary staging, stockpiling, and debris shall be removed promptly upon completion of construction activities.
- ix. The Town and its contractors shall take all commercially reasonable measures to minimize disruption, noise, dust, and interference with access to adjacent residences during construction activities.

d. Insurance and Indemnification

- i. Prior to commencement of construction activities, the Town and/or its contractor shall maintain, or cause to be maintained, commercial general liability insurance, automobile liability insurance, workers compensation insurance, and contractor's pollution liability insurance in commercially reasonable amounts applicable to the scope of the Project. Upon request, certificates of insurance shall be provided to contract parties.
- ii. To the fullest extent permitted by law, the Town shall require its contractors and subcontractors to indemnify, defend, and hold harmless Carter, Corbett and their successors, assigns, tenants, agents, and invitees from and against claims, damages, losses, liabilities, fines, penalties, and expenses, including reasonable attorney fees, arising out of or resulting from the negligent acts or omissions of the contractor, subcontractors, or persons employed by them in connection with the Project.

- iii. Nothing herein shall be construed as a waiver of any governmental immunity, limitation of liability, or defense available to the Town under the Wyoming Governmental Claims Act or applicable law.

4. Maintenance

- a. All future maintenance, repair, replacement, and operation of the sanitary sewer improvements constructed pursuant to this Agreement shall be the sole responsibility of the Town.

5. Access

a. Construction Access

- i. Corbett and Carter acknowledge the Town's planned construction activities within the Work Area and agrees to cooperate with such activities and refrain from actions that would materially hinder, delay, obstruct, or interfere with construction.
- ii. Access to the work area and the work area itself is for equipment, vehicular and pedestrian ingress and egress and staging for the Town's use to do all things reasonably necessary to construct and install the improvements described above including, but not limited to construction water settling tanks/settling ditches, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. During the construction phase of the project the Town and its contractors will provide sufficient access to the residences near the work area.

b. Restoration

- i. Upon completion of the project the Town shall, at its sole cost and expense, restore all disturbed portions of the work area to substantially the same or better condition existing immediately prior to construction activities, including grading, compaction, drainage patterns, surfacing, vegetation, fencing, access routes, and erosion protection. Restoration shall comply with applicable engineering standards and shall be completed within a reasonable time following completion of construction activities. Surface restoration shall include re-seeding disturbed areas and well as erosion protection until seed stabilizes. Also included is the installation of road base in the access area as shown on the plans.
- ii. Rip rap bank armoring of adequate size shall be placed on the areas of the riverbank that have been disturbed to prevent erosion, armoring shall be placed in a way to not create additional erosion risks to undisturbed property. This shall be completed in accordance with the engineered plans.
- iii. Elevations of existing berms and flood protections shall be surveyed prior to construction and shall be placed by in the same elevation upon completion of the project.

- iv. Surfaces will be replaced with the same material as existed prior to construction. i.e. gravel driveway shall be restored to a gravel driveway with the same style of gravel as existed prior to construction.
- v. Prior to commencement of construction, the parties shall conduct and document a joint pre-construction site inspection, including photographs of existing conditions. Upon completion of construction and restoration, the parties shall conduct a final inspection to identify any remaining restoration or corrective work reasonably required under this Agreement.

c. Environmental Protection

- i. The Town and its contractors shall conduct all work in compliance with applicable federal, state, and local environmental laws, permits, and regulations. Any spills, releases, contamination, or environmental damage caused by construction activities shall be promptly remediated by the Town or its contractors at no cost to Carter or Corbett. The Town shall be responsible for obtaining all required environmental permits associated with the Project.

6. Acceptance and Completion.

a. Acceptance

- i. Upon substantial completion of construction and restoration activities, the Town shall notify Corbett and Carter and request a final inspection. Corbett and Carter shall, within fifteen (15) business days, either provide written acceptance of the work or provide a written list of reasonably identifiable deficiencies. Upon correction of such deficiencies, the work shall be deemed complete and all conditions of this Agreement satisfied.

b. Timeline

- i. This Agreement shall become effective upon execution by all parties and approval by the Town Council. Construction activities may commence on or after October 1, 2026, and shall be substantially completed no later than May 1, 2027, unless extended by mutual written agreement of the parties. If construction activities have not commenced by July 31, 2027, this Agreement shall automatically terminate unless otherwise extended in writing.

c. Warranty

- i. The Town shall require its contractor to warranty restoration work performed in the work area for a period of one (1) year following final completion. During such period, the Town shall correct settlement, erosion, drainage failures, or defective restoration attributable to construction activities.

7. Remedies. In the event either party fails to faithfully perform its obligations under this Agreement, the non-breaching party may pursue any remedies available at law or in equity following compliance with the notice and cure provisions of

Section 7. This Agreement shall be enforceable in the courts of the State of Wyoming, with venue in Carbon County, Wyoming.

8. Right to Cure. In the event of a material breach of this Agreement, the parties agree that Town and Corbett or Carter, shall have thirty(30) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty(30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
9. Termination or Rescission. The Town Council may terminate or rescind this Agreement if—after compliance with the requirements of the Saratoga Town Ordinances, Wyoming State Statutes and the requirements of this Agreement—the Town determines that Corbett or Carter is in breach of this Agreement and failed to cure in accordance with section 7.
10. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Corbett or Carter or Town is delayed for causes which are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, war or similar causes, the time for such performance shall be extended by the amount of time of such delay.
11. Recording and Property Rights
 - a. This cooperative Construction Access Agreement is temporary in nature and shall terminate automatically upon completion of construction, restoration, and final acceptance pursuant to Section 5.
 - b. The parties acknowledge that this Agreement may be recorded in the real property records of Carbon County, Wyoming. Upon expiration or termination of the temporary rights granted herein, the Town shall execute and record any documents reasonably necessary to evidence termination of this agreement.
 - c. Nothing herein shall be construed to grant the Town any permanent property rights beyond those contained within existing recorded easements.
 - d. Nothing in this Agreement shall be construed as establishing, recognizing, admitting, waiving, or adjudicating ownership, title, boundary location, easement rights, right-of-way status, possessory interests, or other property rights with respect to any land, improvement, trailer site, access corridor, or work area described herein. This Agreement is intended solely to govern access, construction activities, restoration obligations, and related matters between the Parties
12. Modifications. This Agreement may be modified only by the permission of the Town Council.

Commented [KW1]: If you are going to record it, I think you need a legal description for Carter's interest.

13. Miscellaneous.

a. Waiver

- i. A waiver by Town of any default by Corbett or Carter of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of Town or apply to any subsequent breach of any such or other covenants and conditions.

b. Notices

- i. Any and all notices, demands, requests and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To Town: Town of Saratoga
 c/o Administrator, Director of Public Works
 P.O. Box 486
 Saratoga, WY 82331
 (307) 326-8335

To Corbett: _____

To Carter: _____

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

14. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

15. Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof,

and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

16. Successors and Transfer of Interests. This Agreement shall be binding upon and inure to the benefit of the Town, Corbett, Carter, and their respective heirs, personal representatives, successors, and assigns only with respect to obligations arising during the term of this Agreement. Nothing contained herein shall be construed as creating a covenant running with the land, conveying any real property interest, establishing any easement, license, right-of-way, boundary line, possessory interest, or other permanent property right. In the event Corbett or Carter sells, transfers, or otherwise conveys any interest in property adjacent to the Work Area during the term of this Agreement, the transferring party shall provide notice of this Agreement to the transferee. Any successor acquiring an interest during the term of this Agreement shall take such interest subject only to the temporary rights, obligations, and protections expressly set forth herein until this Agreement expires or terminates.

Upon expiration or termination of this Agreement, no continuing obligations, burdens, restrictions, or property rights shall remain except those which by their nature survive termination.

17. Wyoming Governmental Claims Act. The Town is protected by the Wyoming Governmental Claims Act, Wyo. Stat. 1-39-101, *et seq.* Town of Saratoga does not waive its governmental immunity by entering into this lease agreement, and fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this Agreement.

18. Final Agreement: This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Corbett and Carter and The Town relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Corbett or Carter and Town, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to the Town, to a duly adopted ordinance or resolution of the Town.

19. Invalid Provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

The Parties acknowledge that the primary purpose of this Agreement is to facilitate construction, restoration, cooperation, and non-interference within the Work Area without determining ownership, title, boundary location, easement rights, right-of-way status, or other property interests. The invalidity of any individual provision shall not be construed to alter that purpose.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this agreement to be executed, on the day and first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Town of Saratoga, a Wyoming
Municipal corporation

ATTEST:

By _____
Mayor

By _____
Town Clerk

STATE OF WYOMING)
) ss.
County of Carbon)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Chuck Davis, known or identified to me to be the Mayor of the Town of Saratoga that executed the said instrument, and acknowledged to me that such Town of Saratoga executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Wyoming
Residing at: _____
My commission expires: _____

Corbett:

By _____ By _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person who executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public _____
Residing at: _____
My commission expires: _____

Carter:

By _____, By _____,

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person that executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public _____
Residing at: _____
My commission expires: _____