

Contract #: 252130

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**WYOMING ATTORNEY
GENERAL'S OFFICE**

Department: Wyoming Department of Transportation,
Aeronautics

NOV 06 2025

Agency Contact: Hampshire, Greg

Phone: 3072866726

Other Agency Contact: Greg Hampshire

Nicholas T. Garcia
APPROVED AS TO FORM

Client Comments:

<p>One of the seven remaining contracts being submitted following approval of template 251999. </p>

Contractor/Vendor Name: Town of Saratoga

Contract Title: 2026 Airport Crack Seal Agreement

Contract Type: Cooperative Agreement

Contract Amount: 108907.0500

Contract Effective Date:

Contract Expiration Date: 9/30/2026 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Nick Garcia

**CONTRACT BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION,
AERONAUTICS DIVISION
AND
THE TOWN OF SARATOGA**

1. **Parties.** The parties to this Contract are the Wyoming Department of Transportation, Aeronautics Division (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and Shively Field, acting by and through the Town of Saratoga (Sponsor), whose address is: 110 East Spring Avenue, Saratoga, Wyoming 82331.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sponsor and WYDOT shall participate in the 2026 Airport Crack Seal Project (Project) for Shively Field. The pavements to be included in the work are set forth on Exhibit A, Operations Layout (Location), which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date, through September 30, 2026, or two hundred seventy (270) calendar days after Effective Date, whichever comes last (Term).
4. **Payment.** The Sponsor agrees to reimburse WYDOT twenty percent (20%) of the actual construction costs incurred. Estimated Costs are set forth in Exhibit B, Estimated Cost, which is attached to and incorporated into this Contract by this reference. Sponsor shall submit payment to WYDOT within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602.

If the actual construction costs exceed the estimated costs outlined in Exhibit B by more than twenty percent (20%), both parties must agree to the new costs before the Project can continue. If the parties do not agree to the new costs, the Sponsor shall reimburse WYDOT twenty percent (20%) of the costs incurred up to twenty (20%) over the Estimated Costs set forth in Exhibit B, and all work on the Project shall cease.

Costs shown in Exhibit B are estimates only and the Sponsor understands that the final costs may be higher or lower.

5. **Responsibilities of Sponsor.** The Sponsor agrees to:
 - A. Reimburse WYDOT in accordance with Section 4 above.
 - B. Designate via email a qualified Project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the Project.

- C. WYDOT shall give the Sponsor the opportunity to review and comment on the final plans and estimates prior to the advertisement of bids.
- D. WYDOT shall ask the Sponsor to concur in the award of this Project to the lowest qualified bidder. As a result of signing the Letter of Concurrence, the Sponsor agrees to amend estimated costs to match the actual bid amount.
- E. Be responsible for the maintenance and safety of the airport. Once notified of the construction schedule, the Sponsor shall ensure:
 - (i) Snow is promptly removed from pavement;
 - (ii) All vegetation is removed from the pavement cracks; and
 - (iii) Proper Notice to Air Missions (NOTAM) is issued prior to work proceeding.

6. **Responsibilities of WYDOT.** WYDOT agrees to:

- A. Perform preliminary engineering and develop design plans in accordance with the design criteria provided by WYDOT, which will be included in the final design plans.
- B. Perform the letting of the Project.
- C. Perform construction engineering for this Project in accordance with Project plans and specifications.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Sponsor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by WYDOT for its release. If and when Sponsor receives a request for information subject to this Contract, Sponsor shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Contract.** This Contract, consisting of seven (7) pages; Exhibit A, Operations Layout, consisting of one (1) page; and Exhibit B, Estimated Cost, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Sponsor's profession.

- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Contract.
- O. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract. Upon termination of services, for any reason, Sponsor agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.
- T. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sponsor, shall identify WYDOT as the sponsoring WYDOT and shall not be released without prior written approval from WYDOT.
- U. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed,

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Contract.** This Contract may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Contract may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Contract.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Sponsor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.


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8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

WYDOT:

Wyoming Department of Transportation, Aeronautics Division



Shawn Burke, Aeronautics Administrator

11/18/25

Date

SPONSOR:

Town of Saratoga

Sponsor's Representative Signature

Sponsor's Representative Printed Name & Title

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #252130

Nicholas T. Garcia, Assistant Attorney General

11/06/25

Date