

RESOLUTION NO. 2017-11

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR
FEDERAL FUNDING THROUGH THE Choose One: ADMINISTERED BY THE
WYOMING DEPARTMENT OF TRANSPORTATION FOR WESTON COUNTY FOR
THE PURPOSES OF THE FIDDLER CREEK #22/UPTON FAIRVIEW #59 PROJECT.

WITNESSETH

WHEREAS, the governing body for WESTON COUNTY desires to participate in the to
assist in funding this project;

WHEREAS, the governing body for WESTON COUNTY recognizes the need for the
project;

WHEREAS, Choose One: requires that federal funding criteria be met, and WESTON
COUNTY agrees to ensure satisfaction of all requirements;

WHEREAS, WESTON COUNTY acknowledges that if funded, the Choose One: project
shall be completed prior to December 31, 2018;

WHEREAS, the governing body for WESTON COUNTY agrees to set aside a minimum
of \$25,000 as a line item in its budget for the required twenty percent (20%) local match
on the project;

WHEREAS, the governing body for WESTON COUNTY acknowledges CMAQ is funded
on a reimbursement basis and all invoices must be 100% paid by WESTON COUNTY
prior to reimbursement through CMAQ (80% Federal Reimbursement). WESTON
COUNTY acknowledges that failure to comply with this requirement may result in
cancellation of the award and repayment by WESTON COUNTY of all funds
reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for WESTON
COUNTY that a funding application requesting \$100,000 in federal CMAQ funding be
submitted to the Wyoming Department of Transportation: for consideration to assist in
funding for the FIDDLER CREEK #22/UPTON FAIRVIEW #59 project.

BE IT FURTHER RESOLVED THAT is hereby designated as the Project Administrator,
of WESTON COUNTY to act on behalf of the governing body on all matters relating to
this funding application.

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF AUGUST, 2017.

Bill Lambert

Signature

Authorized Official,

Title

ATTEST:

— 12

Application for Congestion Mitigation Air Quality (CMAQ) Funding

Fiscal Year 2018 (October 1, 2017 - September 30, 2018)

Completed application must be submitted to wydot.lgc@wyo.gov by 5:00 pm MDT, Monday, August 15, 2017

IMPORTANT: Use the Tab key to navigate from blank space to blank space.

Application Date: 08/08/2017

Sponsor Information:

Name of Project Sponsor: Weston County

The Fiscal Agent of the Project is the:

☒ Project Sponsor ☐ Joint Sponsor ☐ Other: _____

Sponsor's DUNs: 138561977

Project Name: Fiddler Creek & Upton Fairview Road Project

Requested CMAQ Funding (will auto-calculate): 0\$0.00 125,00.00

Entity type:

☒ County Government ☐ Municipality ☐ Tribal Government

☐ Joint – Please Specify: _____

Outstanding Projects:

Does the Sponsor currently have outstanding CMAQ projects? ☒ Yes ☐ No

If yes, what is the total funding amount of all projects: 0\$0.00 \$190,000

If yes, when is/are the estimated completion date(s): 6/30/2018

If yes, what is/are the project number(s): CM17409

Project Sponsor:

Project Administrator Name (for day-to-day business): Dan Blakeman

Phone: 307-746-2474 Email: dblakeman@westongov.com

*(This person will act as the liaison between the Sponsor and the Local Government
Coordination Office to ensure compliance with all program requirements.)*

Name of Individual with Signatory Authority: Bill Lambert

Title: Commission Chairman

Mailing Address: 1 West Main

City: Newcastle State: WY Zip: 82701

Physical Address: 1 West Main St.

City: Newcastle State: WY Zip: 82701

Committed Local Match (will auto-calculate): ~~00000~~ 25,000

Source of Local Match (ex. 6th penny, General Fund, etc.): CRF (County Road Fund)

L.P.A. Certification: ☒ Yes ☐ No Date: 10-14-2015

Name of L.P.A. Certified Individual: Dan Blakeman

Project Delivery Systems Questionnaire: ☒ Yes ☐ No Date: 7/18/2014

Consultant Services Policy: ☒ Yes ☐ No Date: 1/09/2017

Sponsor's Risk Assessment:

Have there been any key personnel changes in the direct implementation and administration of grant awards during the previous year? (Key personnel include the project administrator, accounting, budget or controller personnel) (2 CFR 200.331(a)(6)(3))

☐ Yes ☒ No

Has the organization as a whole (Re: Personnel) remained unchanged during the previous year?

☒ Yes ☐ No

Has the accounting/financial system remained the same as last year?

☒ Yes ☐ No

If No, explain: _____

Does your entity receive federal grant money **directly** from any federal awarding agencies? (FTA, FHWA, NHTSA, etc. These monies do not have any WYDOT involvement for applications, payments, etc.) (2 CFR 200.331(a)(6)(4)).

☒ Yes ☐ No

Has a federal agency monitored, inquired or been directly involved in outstanding award(s)?

☒ Yes ☐ No

Has a federal agency ever performed a review or audit of outstanding award(s)?

☒ Yes ☐ No

If Yes, did the federal agency determine that there were no financial or

compliance issues? ☒ Yes ☐ No

If No, provide a description of the financial and/or compliance issues as detailed by the federal agency. _____

Does your entity have written procedures for procurement transactions? (2 CFR 200.318-313)
[1]

☐ Yes ☒ No

Does the Sponsor anticipate requesting reimbursement through the project for Indirect Costs?

☐ Yes ☒ No

(Indirect (F&A) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.) (2 CFR 200.56)

Does the Sponsor have an Approved Indirect Cost rate with WYDOT?

☐ Yes ☒ No ☐ N/A

If No, does the Sponsor propose using the de minimis rate of 10%?

☒ Yes ☐ No ☐ N/A

Joint Sponsor (if applicable):

Name of Joint Sponsor: _____

Phone: _____ Email: _____

Joint Sponsor's DUNs: _____

Contact Person: _____ Title: _____

Mailing Address: _____

City: _____ State: WY Zip: _____

Physical Address: _____

City: _____ State: WY Zip: _____

Committed Local Match from Joint Sponsor: \$0.00

Source of Local Match (ex. 6th penny, General Fund etc.): _____

<u>LPA Certification:</u>	☒ Yes	☐ No	Date: <u>12-31-18</u>
<u>Project Delivery Systems Questionnaire:</u>	☒ Yes	☐ No	Date: <u>7-18-2014</u>
<u>Consultant Services Policy:</u>	☒ Yes	☐ No	Date: <u>1-9-2017</u>

Project Type:

Check the box(s) which best describes the type of project proposed:

- ☒ **County Road Dust Suppression** (Chemical applications, i.e. Magnesium Chloride);
- ☒ **County Road Upgrading** (Placing gravel to reduce dust problems);
- ☐ **Acquisition of Right-of-Way required for this Project;**
- ☐ **Preliminary Engineering;** ☐ **Utility Adjustment;**
- ☐ **Environmental Mitigation;** ☐ **Other Air Quality improvements to Public Road(s);**
- ☐ **Air Quality Testing and Monitoring.**

WYDOT is currently determining the most cost effective method to obtain air quality monitoring. Air Quality Monitoring is a requirement of this Project and arrangements for Pre-Project and Post-Project testing is the responsibility of the Sponsor. It is still the responsibility of the Sponsor to make arrangements for this Air Quality Monitoring to be completed. The work under this funding cycle would most likely start in the spring of 2018. A "Best Practice" would be for the Project Sponsor to periodically update their air quality data to demonstrate the effectiveness of the CMAQ Program. Air Quality Monitors are available from the University of Wyoming – Local Technical Assistance Program/Technology Transfer (LTAP/T²) for use by project sponsors to capture this data:

Wyoming Technology Center - University of Wyoming
Dept. 3295 - 1000 E. University Avenue
Laramie, WY 82071
Email: wyt2c@uwyo.edu - Phone: 307-766-6743

Note: The intent of the CMAQ Program is for the Sponsor to competitively bid the Project to a qualified contractor. If the Sponsor uses its own workforce, a Public Interest Finding (PIF) must be sent to and approved by the WYDOT LGC Office for your respective area prior to beginning work. Submission of this form does not guarantee approval for use of Force Account.

Identify the type of suppressant(s) to be used:

Mag Chloride and Gravel

Is this application **ONLY** for the purchase of Dust Suppressant?

☐ Yes ☒ No

If No: Will the Sponsor seek reimbursement for utilization of its own forces for any

chemical applications, or will the Sponsor be using a qualified contractor?

☐ Sponsor's Own Forces ☒ Qualified Contractor

If using Sponsor's Own Forces and incorporating gravel or fill dirt:

Where is gravel or fill dirt coming from?

Our closest local gravel pit, whichever one is closer to projects.

Has the pit been previously cleared through the National Environmental Policy Act (NEPA)?

☒ Yes ☐ NO

CMAQ information and FHWA Guidance is available [here](#).

Project Description:

CMAQ Projects emphasize improving air quality by addressing Transportation-induced source emission and reducing Ozone (O₃) precursors, such as: Volatile Organic Compounds (VOC's), Nitrogen Oxides (NO_x), Carbon Monoxide (CO) and Particulate Matter (PM, aka dust); describe the proposed dust or compound suppressant technique, and current condition of the roadway. Include a description of any geographical or environmental features which may be sensitive or negatively affected by the addition/inclusion of this project. (An example would be a stream crossing or wetland intrusion.)

Any relevant data supporting the effectiveness of your proposed project in reducing the targeted pollutant(s) should be included. This could include a summary of past air quality tests noting the percentage reduction in PM after treatment. (Pre and Post-Project Air quality monitoring are eligible expenses under the CMAQ Program.)

Include a clear location map, along with identifiable boundaries of the general area. This map should be in a standard 8.5" x 11" letter size format.

6-01-2018

Anticipated Project Start Date: _____ Anticipated Project Completion Date: 10-01-2018

Magnesium Chloride will be applied to the Upton Fairview 0.00 to 8.5 / Fiddler Creek Road from mile marker 5.0 to 11.75. This method has been chosen based on a successful history of magnesium chloride use in Wyoming. This chemical treatment will provide dust control, additional longevity to the roadway and the ability to be regraded and re-compacted with less concern for a losing moisture and density throughout it's lifespan. Additionally, new crushed base gavel material will be applied to the roadway where needed to help construct a continuous crushed base surface and prepare for the magnesium chloride application.

Proposed Roadways:

Common Road Name:	ML Road Number:	Functional Classification of Roadway:	Reference Marker From: (Beginning Mile Post)	Reference Marker To: (Ending Mile Post)
Fiddler Creek	_____	Local Road	<u>5</u>	<u>11.75</u>
Upton Fairview	_____	Local Road	<u>0.0</u>	<u>8.5</u>
_____	_____		_____	_____
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_____	_____		_____	_____

For questions regarding the Functional Classification of Roadways and/or Reference Markers, call 307.777.4941.

(Attach an additional sheet to the application with additional roadways and supporting documentation as needed.)

Public Involvement/ Planning and Design Considerations:

Are there community concerns regarding this project? ☐ Yes ☒ No

If Yes, what are the concerns?

Does the project conform to all local ordinances, rules and regulations? ☒ Yes ☐ No

Are any variance approvals required? ☐ Yes ☒ No

Project Right-of-Way:

Does the Sponsor currently own the property on which the improvements will be constructed?

☒ Yes ☐ No

If Yes, can the Sponsor provide a certification of Right-of-Way and Utility clearance for the affected land at this time?

☐ Yes ☐ No

If No, what is the current ownership status of the required Right-of-Way for the project?

If Right-of-Way or Real Property is yet to be acquired, what is the anticipated cost for acquisition? \$0.00

If Right-of-Way is yet to be acquired, when is the estimated date of acquisition?

Will any required Real Property and/or Right-of-Way be purchased with CMAQ funds?

☐ Yes ☒ No

*If the title of the property held by the public is in doubt, a title search would be advisable.
Donated land may be incorporated into the project to be eligible for match, but pre-approval by WYDOT's LGC Office is required. If the donated land is not part of the project scope included in this application, it will not be considered for use as match.
Donation value must be supported by an appraisal from a certified appraiser.*

Private property may be allowed under regulation and policies of the program. Extra care is required in the development of the project agreement to ensure that there is a public access to the affected property.

Environmental Considerations:

As part of the Project, the Sponsor must comply with all Federal and State Environmental regulations. Projects involving construction or combined with a larger construction/reconstruction project will require completion of an *Environmental Field Review Form*, prior to the issuance of a Categorical Exclusion and subsequent construction.

Note: if the proposed Project is to apply a chemical dust suppressant to reduce dust, the project can be included in a *Blanket Categorical Exclusion* issued by WYDOT. To be included in WYDOT's *Blanket Categorical Exclusion*, the project must be conducted on an established, existing road section and within the Right-of-Way. If however, the project involves construction/reconstruction/re-alignment and/or combines other federal, state and/or local funding, the Sponsor will be required to complete an Environmental Field Review Form (as stated above).

Example of how this Environmental issue may be addressed in your application:

This proposed Project is for application of Magnesium Chloride to act as dust suppressant on an existing and established County Road section, therefore we propose to have WYDOT include it in a WYDOT Blanket Categorical Exclusion for FY17 CMAQ Projects.

The Sponsor will be required to abide by all requirements of the National Environmental Policy Act. How will these efforts be funded?

Does this proposed project have any unusual environmental features associated with it?

☐ Yes ☒ No

If Yes, describe: _____

Are there any registered historic structures or sites involved with the project?

☐ Yes ☒ No

If Yes, describe: _____

Are there any live watercourses or bodies of water being encountered?

☐ Yes ☒ No

If Yes, describe: _____

Has the Sponsor completed this type of project in the past?

☒ Yes ☐ No

Does the Sponsor have data supporting the effectiveness of this project type (i/e. Air Quality Tests)?

☒ Yes ☐ No

Information regarding the National Environmental Policy Act and how it affects project sponsors through WYDOT's Congestion Mitigation Air Quality can be found [here](#).

Project Maintenance:

Who will perform perpetual maintenance on the project? (If the responsible party for maintenance is not the Sponsor, attach a copy of the maintenance agreement.)

Weston County

Who will be responsible for funding the maintenance?

Weston County

Project Administration (Preliminary and/or Construction Engineering):

- The Federal Highway Administration through 23 Code of Federal Regulations 635.105 requires the Project Sponsor designate a "Responsible Charge" to administer the project. This person must be a full time employee of the project sponsor. Use of a consultant does not relieve the project sponsor of this requirement.
- If a consultant will be used as the Professional Engineer, Brooks Act (40 USC 1102(2)) must be followed; a template policy and guidance may be found here:
- If the Sponsor will seek reimbursement from WYDOT for these services through this project, a copy of the Project Sponsor's Consultant Services Policy must be submitted to WYDOT's Local Government Coordination Office.

How will the project design and contract bidding documents be produced?

- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☒ Consulting Engineer (to be selected after notification of CMAQ award and a Notice to Proceed, as a result of a qualifications based selection.)
- ☐ Reimbursement for these activities will not be sought by the Sponsor.

Who will review the project design and contract bid documents for the Sponsor?

- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☒ Consulting Engineer (to be selected after notification of CMAQ award and a Notice to Proceed, as a result of a qualifications based selection.)
- ☐ Reimbursement for these activities will not be sought by the Sponsor.

Who will perform the construction management?

- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☒ Consulting Engineer (to be selected after notification of CMAQ award and a Notice to Proceed, as a result of a qualifications based selection.)
- ☐ Reimbursement for these activities will not be sought by the Sponsor.

**ANY COST INCURRED PRIOR TO ISSUANCE OF A NOTICE TO
PROCEED FROM THE WYDOT LGC OFFICE WILL NOT BE ELIGIBLE
FOR REIMBURSEMENT.**

Project Budget:

Include preliminary cost estimates for the project to be used in the selection process.

Budget Item	<i>CMAQ</i> (80%)	<i>Local Cash</i> <i>Match</i> (20%)	<i>Total</i> (100%)
Preliminary Engineering			0\$0.00
Right-of-Way			0\$0.00
Utility Adjustments			0\$0.00
Administration/Legal			0\$0.00
Construction Engineering			0\$0.00
Construction	29,320.00	7,330.00	36,650.00
Dust Suppression Application	70,680.00	17,670.00	88,350.00
Air Quality Monitoring			0\$0.00
Total	0\$0.00	0\$0.00	\$0.00\$0.00

Project Funding:

Federal CMAQ funds requested (80% of project costs): 0\$0.00 100,000.00

Local Cash Match (or other match) (20%): 0\$0.00 25,000.00

Amount of proposed over-match funding (i.e. - Land, In-Kind): _____

A detailed description of what the proposed over-match will be must be attached to the application. Donated land must have an appraisal; Prior to including In-Kind services in the application, consult the LGC Office.

Total Project Cost: \$0.00\$0.00 125,000.00

Notes:

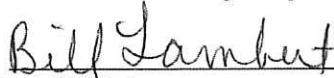
- In order for this application to be considered for funding, the applicant must submit one (1) complete PDF application via email to wydot.lgc@wyo.gov. Applications **must include all supporting documentation** (detailed below). All documents must be emailed by 5:00 pm MDT, Monday, August 15, 2017.
- If approved for funding, Sponsor agrees to have appropriate staff attend a project specific training with their assigned LGC contact (at Sponsor's location). *This training is a requirement in addition to the LPA Certification.*
 - ☒ Sponsor agrees to arrange for training with the assigned LGC Contact upon notice of project award.
- A qualified Sponsor must be a public, tax supported entity. Sponsor must provide proof of their eligibility along with this application. Verification of eligibility is obtained through the System for Award Management (sam.gov).
 - ☒ Sponsor attached proof of good standing through sam.gov to this application.
- The Sponsor must undertake appropriate action prior to submittal of a project application and must include evidence of such action with the application (i.e. – Resolution).
 - ☒ Sponsor attached a Resolution or other applicable document to this application.
- Sponsor has included a completed Title VI and EEO Coordinator Form.
 - ☒ Sponsor attached the completed form to the application.
- A clear location map, along with identifiable boundaries of the general area must be included in the application.
 - ☒ Sponsor attached a project location map in a standard 8.5" x 11" letter size format to the application.
- Certification of Right-of-Way (select one)
 - ☒ Sponsor attached the completed form to the application.
 - or
 - ☐ Acquisition of Right-of-Way is necessary if the project is awarded.
- Joint Sponsors must have a cooperative agreement in place between the two Sponsoring parties prior to submittal of an application.
 - ☒ A copy of the agreement between the Sponsor and Joint Sponsor is attached to this application.
 - or
 - ☒ This application does not have a Joint Sponsor.
- If the project application is approved by the Transportation Commission of Wyoming, the Project Sponsor agrees to enter into a project agreement with WYDOT for funding and project responsibilities. The Joint Sponsor will not be a party to the agreement.
- Historically, the CMAQ Selection Committee has selected Projects based on a Sponsor's impact by industrial road traffic, i.e. energy development related traffic. While other uses may be considered under the CMAQ guidelines, as administered by FHWA, the emphasis in the past has been on those counties impacted by this type of traffic.

It is believed, with the limited amount of funding available within this program, the Selection Committee will continue to focus on these types of Projects this year and in the future. Please do not let this discourage you from applying for funding under the FY 2018 CMAQ

Program, as all eligible Projects will be considered for funding by the Selection Committee based on funds availability.

Weston County
Error! Bookmark not defined.

Project Sponsor



Signature of Authorized Official Bill Lambert

Title County Commission Chairman

Authorized Official Name

Wyoming Department of Transportation

Office of Local Government Coordination
5300 Bishop Boulevard
Cheyenne, Wyoming

wydot.lgc@wyo.gov

Mariah Johnson – Local Programs Coordinator
307-777-4862

Kacey Brown – Local Programs Specialist
307-777-3938

Vanessa Romero – Local Programs Specialist
307-777-4179

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	Weston County
WYDOT Project #:	
Project Location:	Fiddler Creek/Upton Fairview
Phone #:	307-746-2474

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? (<i>Project Sponsor Only – Contractors need not respond</i>)	YES ☒	NO ☐
Has the Coordinator changed since the last submitted Identification form?	YES ☒	NO ☐
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES ☒	NO ☐

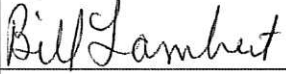
TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator:	Signature:	Date:
Dan Blakeman		8/11/2017
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:
Administrative Assistant	dblakeman@westongov.com	307-746-2474

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name:	Signature:
Bill Lambert	
Appointing Official's Work Title:	Date:
Weston County Commissioner Chairman	8/15/2017

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

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

Weston County

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

Statutory/Regulatory Authorities

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

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

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

General Assurances

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

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

Weston County

By:

Bill Lambert

(Signature of Authorized Official)

DATE: 8-15-17

APPENDIX A

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

APPENDIX E

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

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

Local Public Agency Right-of-Way & Utility Certificate

Project Number:	TBD	WYDOT Program:	Congestion Mitigation Air Quality (CMAQ)	
Project Amount:	TBD	Match Requirement:	20%	CFDA #: 20.205
Funding Type:	Federal			

Local Public Agencies (LPAs) are required to submit proof of the following to WYDOT. The LPA must provide the following information (highlighted in blue):

Project Sponsor:	Weston County				
Address:	1 West Main				
City:	Newcastle	State:	WY	Zip Code:	82701
Contact Name:	Bill Lambert		Title:	Chairman	
Telephone Number:	307-746-2684	Email Address:	blambert@rtconnect.net		

Weston County hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration that:

☐ n/a The acquisition of Right-of-Way was not required. All work proposed is within Right-of-Way obtained or acquired prior to programming this project.

or

☒ X All necessary rights-of-way have been acquired including legal and physical possession in accordance with all applicable laws and regulations noted below. No persons or businesses have been or will be displaced by this project. All requirements of 23 CFR 635.309(b)(c)(g)&(h) - Authorization, 49, CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, and the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121 were followed.

☒ X Utility relocations/adjustments are not required for completion of this project.

or

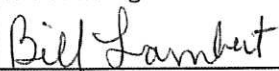
☐ n/a Utility relocations/adjustments within the project limits of construction have been completed, or are incorporated in the contract plans as biddable work.

☒ X There is no work involving railroad right-of-way for the completion of this project.

or

☐ n/a All necessary arrangements have been made for railroad work to be completed as required for proper coordination with the construction.

The undersigned certifies the above information is accurate as of the date below.



Signature

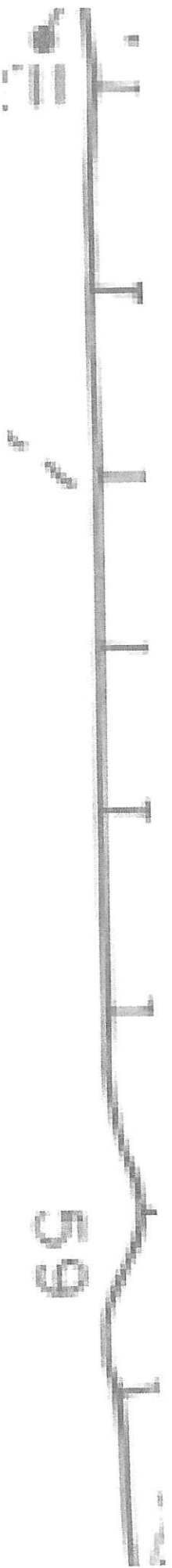
Bill Lambert, Chairman

Printed Name & Title

8/15/2017

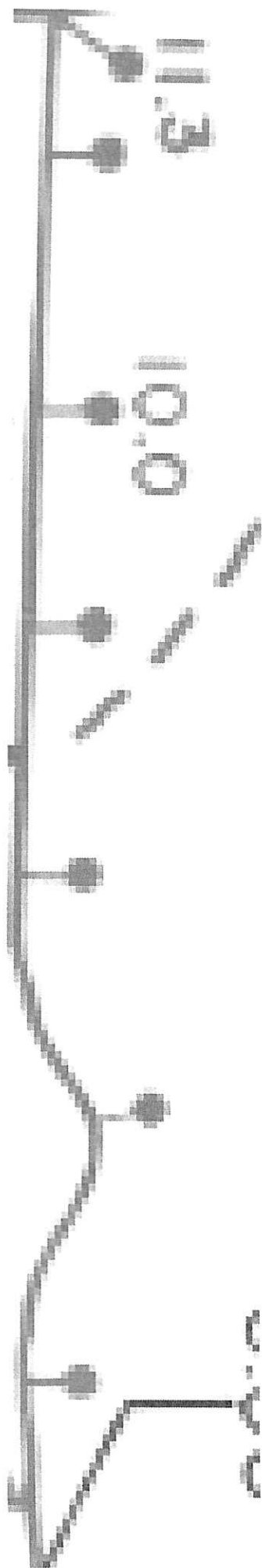
Date

Fiddler Creek



59

(pton Fairview Rd



Call the SAM Registration Help Desk: 1-877-252-2700



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Registration Status: Active

[Print this page](#)

If your business is still pursuing new federal opportunities, the entry federal registration must be renewed on or before:

05-11-2018

WESTON COUNTY

DBA: Weston County Treasurer

[Renew Registration](#)

NOT VERIFIED

The final date payments can be received for previously awarded contracts is 07-10-2018.

Susan Overman
1 West Main
Newcastle, WY 82701-2121

Email: wctreasurer@rtconnect.net
Phone Number: (307) 746-2852
Fax Number: (307) 746-9505

Mailing Address: 1 West Main St
Newcastle, WY 82701-2121

DUNS: 138561977
CAGE: 3UZQ4

Public Business Name: Yes
Delinquent Federal Debt: No

PSC Codes:

NAICS Codes:

Contracting Registrations

8A Program Registration
DAPA Registration
DSBS Registration
GSA Schedule
GSAP Registration
HUBZONE Program Registration