



Jackson Hole Airport Board Meeting

Date: June 19, 2024

Time: 9:00 am

Place: Board Room

- I. **Call to Order**
- II. **Employee of the Month**
- III. **Community Outreach**
- IV. **Comments from Grand Teton National Park, Town of Jackson, Teton County and the Public**
- V. **Lower Valley Energy Presentation**
- VI. **ACA Emissions Analysis, Net Zero, and DarkSky Updates**
- VII. **2024 Q1 Fly Quiet Presentation**
- VIII. **Action Items**
 - A. **Consent Agenda**
 1. [Approval of the Minutes – April 17, 2024 Regular Meeting](#)
 2. [Equipment Purchase – Network Tapping Equipment](#)
 3. [Equipment Purchase – MB2 Plow Truck](#)
 4. [Equipment Purchase – Overaasen RS 400 Broom](#)
 5. [Resolution 2024-04 – AIP 81 \(Net Zero Carbon Roadmap Grant\)](#)
 - B. **Financial Reports**
 - C. [Resolution 2024-03 – Establishment of Fees and Charges](#)
 - D. [Woolpert 13th Amendment – Deice Pad and Collection System Improvements Design and Construction Administration and Management](#)
- IX. **Director's Comments**
 - A. **Activity Reports**
 - B. **Operations, Security, and FBO Updates**
- X. **Board Comments**
- XI. **Adjourn**



JACKSON HOLE AIRPORT

P.O. Box 159 • Jackson, WY 83001 • 307.733.7695 • Fax: 307.733.9270

James P. Elwood, AAE, Executive Director

MEMORANDUM

DATE: June 11, 2024

SUBJECT: SUMMARY FOR JUNE 19, 2024 BOARD MEETING

LOWER VALLEY ENERGY PRESENTATION: Jim Webb, Lower Valley Energy CEO, will provide an update to the Board on LVE's forecast on electricity demand, future capacity for the Airport, and the ability of LVE to meet future demands given the trend towards electrification and batteries.

ACA EMISSIONS ANALYSIS, NET ZERO, AND DARKSKY UPDATES: Jen Wolchansky, Mead and Hunt, will provide an update to the Board on concurrent sustainability efforts being conducted at the Airport. Her presentation will cover carbon reduction efforts associated with the Airport Carbon Accreditation program and Net Zero Roadmap, as well as an update on the DarkSky International certification.

2024 Q1 FLY QUIET PRESENTATION: Ryk Dunkelberg, Mead and Hunt, and Paul Dunholter, BridgeNet International, will provide the Q1 Fly Quiet update for the Board. The format of the presentation has been streamlined to be more efficient, while still providing the Board with the relevant information.

GENERAL BOARD MEETING ACTION ITEMS:

CONSENT AGENDA: Items on the consent agenda can be approved by a single motion. Board members may ask that an item be removed from the Consent Agenda and considered individually. The following items are listed on the Consent Agenda.

- 1. Approval of Minutes:** Presented for Board review and approval are the minutes from the Board Meeting held on April 17, 2024.
- 2. Equipment Purchase – Network Tapping Equipment:** Staff plans to implement a network detection and response solution. This solution can identify various cyber threats and is a key layer to our overall cybersecurity posture. This specific purchase is the hardware required to mirror all production network traffic and aggregate it down to a format that a security appliance can ingest.

An RFP was published in May for the required hardware and in response to the RFP we received two proposals. A Selection Committee reviewed the proposals received and is recommending purchasing the equipment from Garland Technology. The total cost of the equipment purchase including a three year warranty is \$144,765.20.

- 3. Equipment Purchase – MB2 Plow Truck:** This truck will supplement the runway snow removal fleet. It's similar to our 2012 Oshkosh HT series multitask utility (MTU) vehicle. We are happy with the HT series, however MB bought out Oshkosh and their MB2 truck is spec'd similar to the HT series. Our HT series

has over 5,000 hours and has served the airport for over 10 years. The MB2 Truck is a maneuverable snow removal chassis with four-wheel drive, locking front and rear differentials and a 496hp tier 4 final Cat engine. The MB2 truck has a 24' plow and will be outfitted with an ice scraper. This truck will pull one of our Overaasen brooms and the entire package will plow, scrape, broom and blow snow and ice from the runway. The airport should add this vehicle to the fleet because our other two HT series trucks are aging, and parts are becoming more difficult to source. We hope to limit downtime with a newer fleet from MB.

The total cost of this purchase is \$604,320.09. The Airport used Sourcewell, a government purchasing cooperative, for the procurement of this equipment, and will purchase the equipment directly from the manufacturer.

- 4. Equipment Purchase – Overaasen RS 400 Broom:** This runway sweeper will supplement the runway snow removal fleet. It will be pulled by one of our multitask utility (MTU) vehicles. This broom removes snow and ice from the runway using rotating bristles that spin at up to 720RPMs. It blows the snow off the runway with a blower that operates at 340mph. It is a hydraulically driven unit run by a fuel efficient 429hp MTU tier 4 engine. This unit is similar to ones the airport has been running since 2007, just with few updates over the years. The snow removal team has been happy with the performance of these units. This RS400 will add more redundancy to our program. The airport will save on spare parts, training, and will be more efficient continuing with the RS400. With the increased surface area with the deice pad expansion project, we would like to operate 3 MTUs. Another broom is necessary to make this snow removal operation possible.

The total cost of this purchase is \$603,100. The Airport used Sourcewell, a government purchasing cooperative, for the procurement of this equipment and will purchase the equipment from Eagle and Myslik Inc., a distributor.

- 5. Resolution 2024-04 – AIP 81:** FAA Grant AIP 3-56-0014-081-2024 is in the amount of \$180,000 and is for the “Airport Related Environmental Study (Net Zero Carbon Roadmap)” project. Mead and Hunt will be conducting this work on the airport’s behalf under an Amendment to their contract that the Board approved at the February Board meeting.

Resolution 2024-04 accepts and agrees to the conditions of the grant offered by the FAA for this project. The Teton County Commissioners and Jackson Town Council both approved this grant at their regularly scheduled meetings at the beginning of June.

ACTION ITEMS:

Financial Reports: Financial reports for April and May 2024 will be presented for Board acceptance.

Resolution 2024-03 – Establishment of Fees and Charges: Annually, the Board adopts a Fees and Charges Resolution at the June Board meeting that establishes the fees for the upcoming fiscal year (July 1 – June 30). The fees identified in the Fees and Charges Resolution align with the budget adopted by the Board at the April Board meeting.

Landing fees for commercial air carriers have increased by approximately 12% and landing fees for general aviation aircraft have increased by approximately 20%. Terminal rents have increased approximately 11%. These increases are similar to previous years and align with the Board adopted budget.

You will also notice that the Peak Period Dates for the parking lot have been updated. The peak parking dates will be similar to the 2023-2024 dates. In 2023-2024, 61 days were identified as peak dates. In 2024-2025 there will be 56 peak parking dates. This 5-day decrease is due to the removal of our blackout dates around the 4th of July holiday. The removal of these dates was based on parking lot occupancy during that time last year. As we look at parking lot capacity, the month of March is still our most challenging month.

Woolpert 13th Amendment – Deice Pad and Collection System Improvements Design and Construction Administration and Management: The Woolpert 13th Amendment is an Amendment to the Woolpert On-Call Engineering Services Agreement. This 13th Amendment is for the Phase 2 design work (construction plans, contract documents, technical specifications, etc.) for this portion of the project along with the Construction Administration and Management of the project during the construction phase.

Woolpert's proposed fee for this work is \$3,186,108.88. An Independent Fee Analysis (IFE) was conducted by Neil Rood, P.E. of Rood & Associates, and the IFE validated the proposed pricing from Woolpert. The FAA requires that the proposed fee is within 10% of the IFE.

The airport is receiving a grant from the Hageman congressional earmark of \$3,000,000 for the design and CA/CM, which will cover most of the costs associated with this Woolpert Amendment. The state will provide a match of 3.75% of the federal grant funds. The grant is anticipated during this fiscal year (2024).

Construction is anticipated to begin in the late spring and summer of 2025. A winter shutdown will occur between 2025 and 2026 to allow use of the deice pad during the winter season, and the construction will then continue in the late spring through fall of 2026. The design and construction schedule are based on anticipated federal funding.

MAY 2024 ACTIVITY REPORT

AIRCRAFT OPERATIONS % CHANGE +/-

GENERAL AVIATION

COMMERCIAL

May 2024 vs May 2023

+4.62%

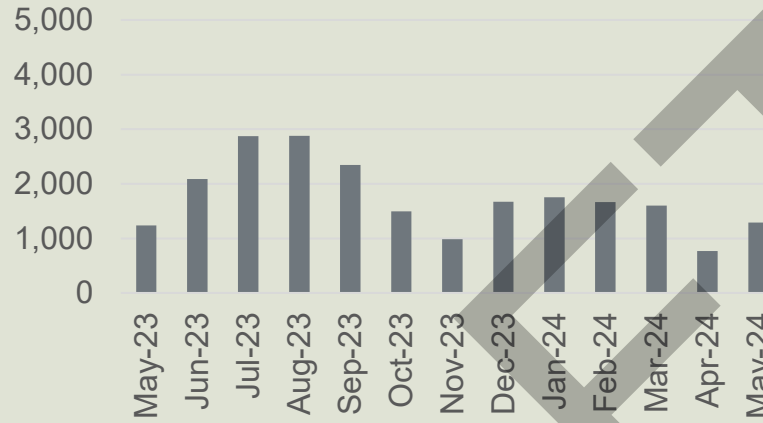
+37.4%

YTD 2024 vs YTD 2023*

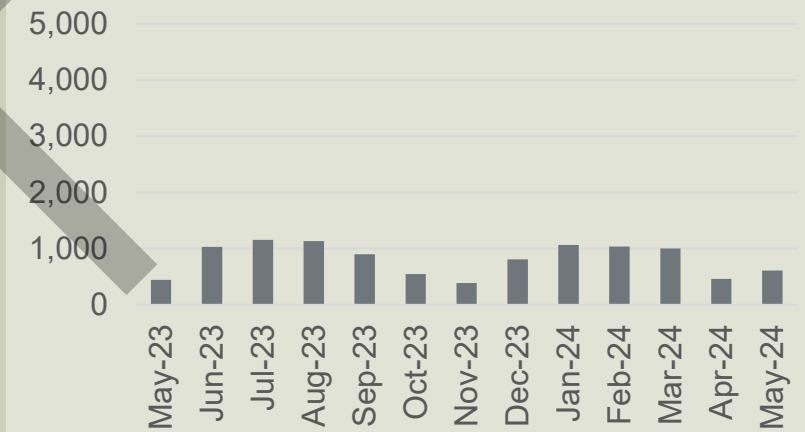
-2.61%

+5.75%

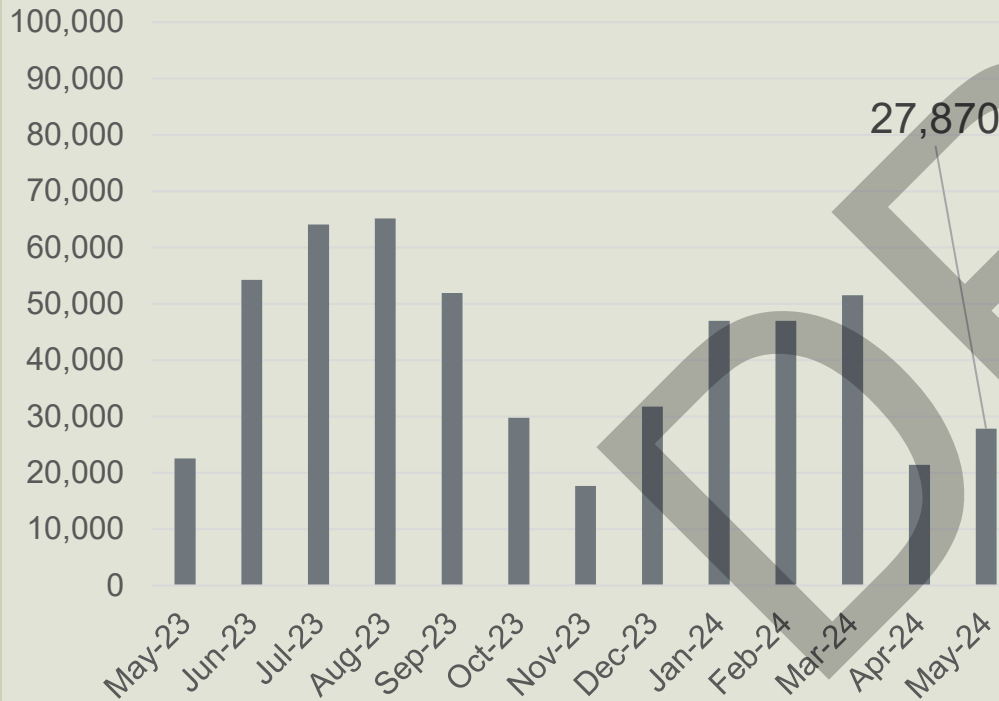
General Aviation Operations (13 Months)



Commercial Operations (13 Months)



Enplanements (13 Months)



LOAD FACTOR %

May 2024

71.07%

May 2023

78.20%

YTD 2024 72.59%

% CHANGE +/-

ENPLANEMENTS

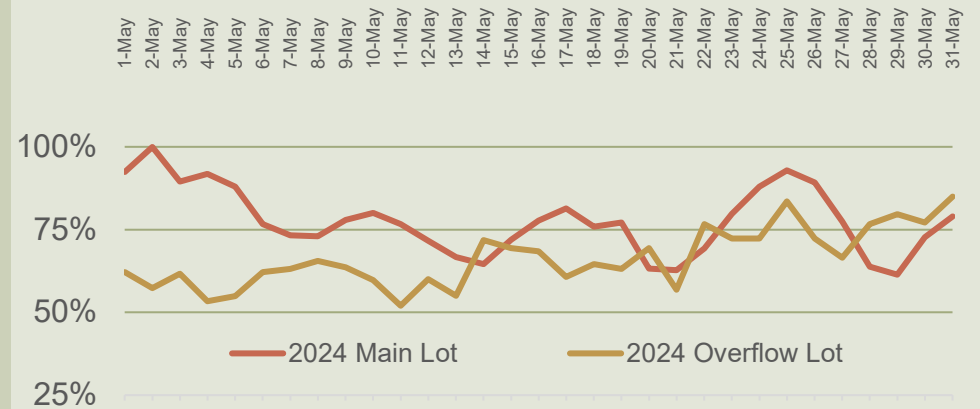
May 2024 vs May 2023

+23.5%

YTD 2024 vs YTD 2023*

+4.79%

May Parking Lot Occupancy



FUEL FARM – GALLONS JET A SOLD

COMMERCIAL

May 2023

166,560

May 2024

281,245

GENERAL AVIATION

May 2023

149,636

May 2024

145,274

*Year-to-Date (YTD) based on calendar year

MAY 2024 FINANCIAL DASHBOARD

JULY 1 – MAY 31

% CHANGE FROM BUDGET

Income **\$81,691,353**

-4%

Expense **\$60,642,591**

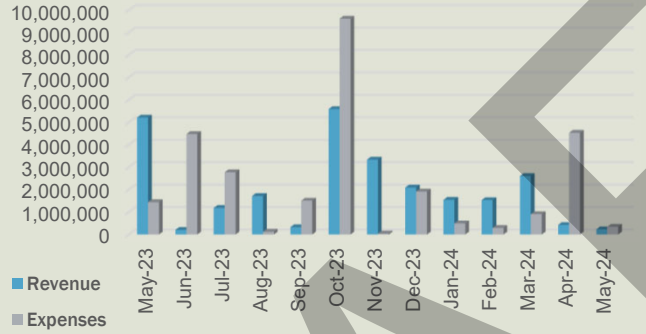
-20%

Net Revenue* **\$21,048,761**

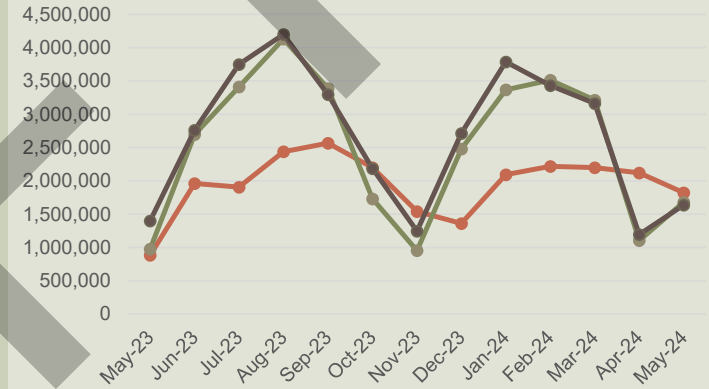
+129%

(*excluding capital)

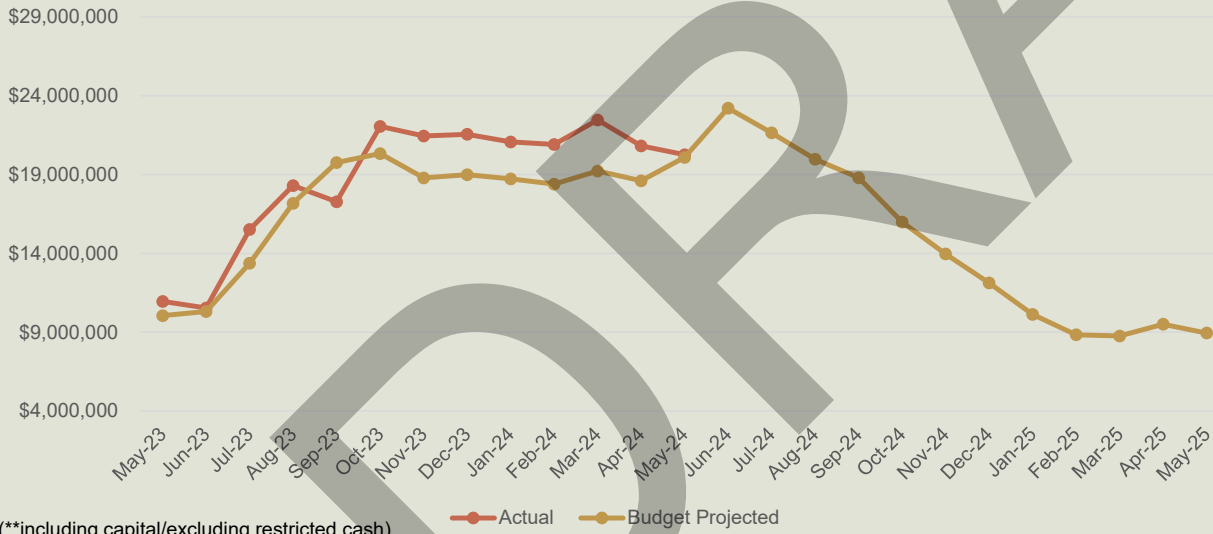
Capital (13 Months)



Revenues (13 Months)

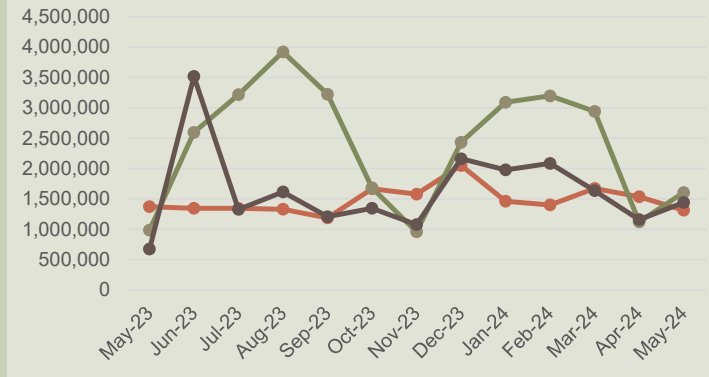


Unrestricted Cash Balance**



(**including capital/excluding restricted cash)

Expenses (13 Months)



— OPERATIONS — FUEL FARM — FBO



MINUTES OF THE JACKSON HOLE AIRPORT BOARD MEETING

Date: April 17, 2024

BOARD PRESENT: Rob Wallace, Melissa Turley, Bob McLaurin, and Ed Liebzeit were present in person in the Airport Meeting Room, and Valerie Brown was present via Webex.

OTHERS PRESENT: Jim Elwood, Dustin Havel, Michelle Anderson, Aimee Crook, Craig Foster, Meg Jenkins, Kevin Dunnigan, Tony Cross, Jamie Miles, Esther Borja, Anna Valsing, Jordyn McDougall, Gina Van Slyke, Jackson Hole Airport Board; Frank Lyons and Lance Ash, First Interstate Bank; Tamara Kachiuri and Angelina Timoshkina, Overland West, Hertz; Jeremy Barnum, Grand Teton National Park; Jessica Jaubert, Three Elephant; Dan Reimer, Airport Attorney. Other individuals not individually documented were present in person or watched the meeting live through the Webex platform.

- I. CALL TO ORDER:** Board Vice President Wallace called the Board Meeting to order at 9 AM.
- II. EMPLOYEE OF THE MONTH:** Elwood recognized Sam Emmett as the April Employee of the Month, emphasizing her exceptional contributions to the Airport's host team.
- III. COMMUNITY OUTREACH:** Jenkins advised the delegates from the Queenstown, New Zealand, Airport visited last week. She said they went on a tour of the Airport and discussed airport industry topics.
- IV. COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON COUNTY AND THE PUBLIC:** Barnum informed the Jackson Hole Airport Board that Grand Teton National Park is in the process of opening for seasonal park traffic. He also invited the Board to attend the upcoming Visitor Use Management meeting.

John Bauer, Federal Aviation Administration (FAA), provided an update on future funding of the pilot START program. He said that the FAA would not allow the Airport to subsidize the program once the pilot period had concluded.. Reimer advised the Board that he would provide them with the current federal regulation on revenue diversion, specifically regarding public transportation.

- V. HUMAN RESOURCES UPDATE:** Cross provided the Airport's Human Resources (HR) annual update. He advised that the adjusted turnover for 2023 was 4%, and a recent survey, taken by 88% of JHAB employees, highlighted the staff's overall satisfaction

(89%), benefit satisfaction (89%), career satisfaction (71%), and workplace culture (74%). He advised that the survey also highlighted areas for the Airport to improve, which include a housing and travel stipend; JHAB employees have seen an average monthly housing cost increase from \$1,717 (2021) to \$2,505 (2024), which is leading to a 72% of employees facing a severe housing burden.

Cross said with the survey's final question: "What would make the Airport the #1 Employer of Choice in Teton County?" that 38% of employees said the Airport was already #1, and 33% mentioned higher wages. He closed with a statement from a JHAB staff member, "As an employer, the Jackson Hole Airport Board demonstrates a commitment to serving its community while fostering a dynamic and inclusive workplace culture. With a focus on innovating and collaborating, the Jackson Hole Airport Board sets a positive example for employers seeking to prioritize both their employees' well-being and the success of the organization."

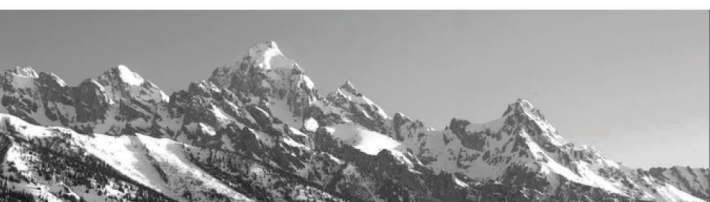
McLaurin asked about the number of paid holidays JHAB staff receive. Cross advised that once hired, staff are allotted four (4) paid holidays annually and can earn three (3) weeks of vacation and two weeks of sick leave. He advised that there is a cap the number of hours of paid leave that can be carried over into the next year and that employees cannot sell back vacation time that they have accrued but do not foresee using.

Turley asked about the demographic changes since the departure of the screening staff and the addition of staff for Jackson Hole Flight Services (the 'FBO'). He advised that there are now more JHAB employees living in Jackson who are under 50.

VI. ACTION ITEMS

A. CONSENT AGENDA:

1. Approval of the Minutes
 - a. March 19, 2024, Special Meeting
 - b. April 9, 2024, Special Meeting (Budget Workshop)
2. Standard Form Agreements
 - a. Jackson Hole Airport – Off-Airport Rental Car Agreement
 - b. Jackson Hole Airport – Ground Handling License
 - c. Jackson Hole Airport - Standard Terms and Conditions
3. FBO Vehicle Leases
 - a. Global Lease Group – Minivan
 - b. Ken Graff Cheyenne – Full-Size SUV
 - c. Teton Motors – Mid-Size SUV



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4. Mead and Hunt 8th Amendment – Monitoring Well Abandonment, Repair, and Installation
5. Straight Stripe Painting – 2024 Seal Coat and Mark Project

Liebzeit moved approval of the consent agenda items A1, A2, A4, and A5. McLaurin seconded the motion which passed unanimously.

Valsing spoke to consent agenda item A3, FBO Vehicle Lease agreements. McLaurin asked why the Airport was leasing and not purchasing outright. Valsing advised that it would be conducive for the FBO to have new, warranted vehicles versus maintaining older, less reliable vehicles.

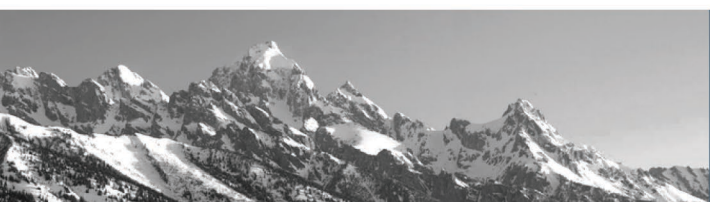
McLaurin moved the selection of Global Lease Group, Inc. as the low bidder for the minivan, Ken Garff as the low bidder for the Full-Size SUV, and Teton Motors as the low bidder for the Mid-Size SUV and authorize the Executive Director to sign final lease paperwork with each low bidder for the bid vehicle, following review from the Board Contract Committee members. Liebzeit seconded the motion which passed unanimously.

B. FINANCIAL REPORTS: Anderson advised that March income was above budget while expenses were below budget levels because of continued staff management of expense items. She added that capital reimbursements are being received as expected.

Turley moved acceptance of the financial reports for March 2024. McLaurin seconded the motion which passed unanimously.

C. FY2024 – 2025 BUDGET: Elwood opened with the JHAB established vision, “To be recognized as a leader delivering a positive and unique guest experience, an unwavering commitment to environmental stewardship, and a culture based on people helping people.” Anderson thanked the Board for their time and commitment to the budget process. She stated that the presented budget incorporates the feedback received by the Board, including adjustments to the merit pool, housing and transportation stipend, and the addition of staff members. She advised that this year’s Airport budget consists of three (3) enterprise centers: operations, fuel farm, and the FBO.

Anderson stated that for the operations enterprise budget, terminal rent will see a 10% adjustment, and landing fees are proposed to increase by 12% for commercial carriers and 20% for general aviation (GA). She said the total terminal budgeted income is \$29,217,696, and the total expense budget is \$27,373,920.



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James P. Elwood, AAE, Executive Director

Anderson advised that the budget numbers have been refined for the next enterprise, FBO, and reflect a full year of operation. She said the total FBO income budgeted is \$38,803,835, and the total expense budgeted is \$32,309,071.

Anderson stated that revenues had been adjusted based on the projected activity levels and fuel prices for the final enterprise center operated by the Airport, fuel farm. She said the total income budgeted for the fuel farm operations is \$25,562,910, and the total expense budget is \$24,282,113.

Anderson stated that while developing the capital plan, the Board approached each construction project with awareness of potential environmental and community impacts for the beginning stages of design, continuing through project completion. She noted that revenue sources include federal grants, state grants, revenue bonds, customer facility charges and fees. She continued to state that capital expenses include existing projects already funded, under contracts, or underway. Anderson said that staff recommends the approval of the budget as presented for submission to the Town and County for consideration at their upcoming meeting.

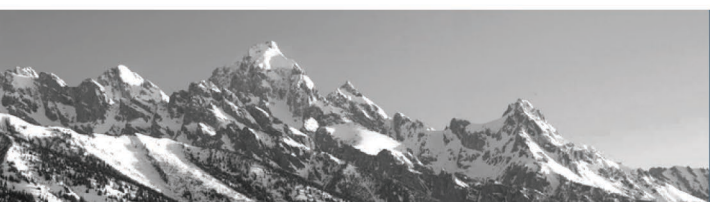
Turley expressed gratitude for this year's budget process, reiterating the importance of a shuttle program to the Airport and asking the Board to consider purchasing bus passes for staff next year.

Turley moved approval of the budget for FY2024/2025 in the form presented. McLaurin seconded the motion which passed unanimously.

D. APPROVAL OF SERIES 2024A REVENUE BOND – AIRPORT

ADMINISTRATION AND FBO TERMINAL BUILDING PROJECT: Anderson said that in January, the Board approved the selection of First Interstate Bank as the issuer of the Revenue Bonds for the construction of the Administration Building and FBO Terminal. She said this agenda item is for final approval of the 2024A bond resolution for up to \$41.3 million. She noted that the terms and conditions are substantially the same as what the Board approved at the January meeting. Anderson advised that the interest rate for the bond was locked in at 4.55% after the spread and tax-exempt discount; the final rate is 5.9%.

Liebzeit moved adoption of Resolution 2024A, the Airport Administration and FBO Terminal Building Revenue Bond Resolution, in the form presented, for the insurance of up to \$41.3 million in revenue bonds to be purchased by First Interstate Bank for the construction of the Airport Administration and FBO Terminal Building, and that the appropriate officers of the Board be authorized to sign and



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deliver such Revenue Bond, the Bond Purchase Agreement, and associated closing documents. McLaurin seconded and the motion passed unanimously.

VII. DIRECTOR'S COMMENTS: Elwood presented the March activity reports; general aviation (GA) operations were up 2.23%, and commercial operations were down 11.5% from March 2023. He advised that enplanements were up 1.86% from March 2023, and the load factor year-to-date is 73.33%.

Liebzeit asked how landside parking was during the winter and spring break. Elwood advised that the Airport parking lot was over capacity, and adjustments had to be made to accommodate traveling passengers and visitors. He shared that around 9,000 passengers took the START shuttle to the Airport during the pilot program duration.

Havel provided an Operations update, Crook provided a Security update, and Foster provided an FBO update.

VIII. BOARD COMMENTS: Liebzeit said that the Board and staff should send a thank-you letter to START for collaborating on the START shuttle pilot program and expressing a desire to continue working together. The Board proposed the upcoming Board Meetings be June 19, 2024, August 21, 2024, October 23, 2024, and December 18, 2024; the Board Retreat will be June 19-20, 2024.

IX. ADJOURN: Turley motioned to adjourn the meeting at 11:08 AM. Liebzeit seconded the motion which passed unanimously

Valerie Brown, President

Bob McLaurin, Secretary



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James P. Elwood, AAE, Executive Director



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 Company: Jackson Hole Airport
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Phone: (307) 733-7682
 e-mail: anna.valsing@jhairport.org

Quote: **G3642024**
 Date: **6/4/2024**
 Terms: **Net 30**
 Price Firm until: **30 days**
 F.O.B: **Origin**

6-4-2024- Garland Resources- Jackson Hole Airport (3 Year)

LINE	DESCRIPTION	QTY	PART #	MSRP	EXTENDED	EACH	EXTENDED
Passive Fiber							
1	1U Fiber Modular Chassis: 1U holds up to 24 LC TAP Modules, 16 MPO/MTP TAP Modules, 16 BiDi LC TAP Modules	6	FMC-1U	\$ 400.00	\$ 2,400.00	\$ 345.00	\$ 2,070.00
2	SelectTAP: Fiber Single Passive Tap Module for FMC-1U: Single-Mode Fiber 9 micron OS1/OS2, 1310/1550nm dual wavelengths, 50/50	44	OS2501M	\$ 500.00	\$ 22,000.00	\$ 431.00	\$ 18,964.00
3	1 Month of Premier Technical Support Warranty for OM2501M	1,584	OS2501M-PTS	\$ 6.25	\$ 9,900.00	\$ 5.40	\$ 8,553.60
4	SelectTAP FMC: Single Tap Module : Multi-Mode Fiber 50 micron OM3/OM4 Optimized, 850nm Wavelength, 50/50	44	OM4501M	\$ 500.00	\$ 22,000.00	\$ 431.00	\$ 18,964.00
5	1 Month of Premier Technical Support Warranty for OM4501M	1,584	OM4501M-PTS	\$ 6.25	\$ 9,900.00	\$ 5.40	\$ 8,553.60
						Subtotal	\$ 57,105.20
Packet Brokers							
6	PacketMAX: Advanced Feature Packet Broker w/Dedupe: (48) SFP28 25G/10G/1G Ports & (8) QSFP28 Ports 100G/40G/4x25G/4x10G, AC, 1U	2	AF25G80DAC	\$ 35,000.00	\$ 70,000.00	\$ 30,150.00	\$ 60,300.00
7	1 Month of Premier Technical Support Warranty for AF25G80DAC	72	AF25G80DAC-PTS	\$ 437.50	\$ 31,500.00	\$ 380.00	\$ 27,360.00
8	Power Cord USA C13, 6'	4	PCUSAC13	\$ -	\$ -	\$ -	\$ -
						Subtotal	\$ 87,660.00
						Total	\$ 144,765.20

*** Price includes estimated shipping charges. ***



Net Source is a certified Minority Business Enterprise (MBE)
 Certification by Mountain Plains Minority Supplier Development Council
 Certificate Number: **MP03593** / Expiration Date: **12/30/2024**

*** All stock is subject to prior sale. ***

*** Prices do NOT include any applicable tax. ***

All information contained in this design and or quotation is proprietary and is not for use or disclosure outside NetSource, Inc, except under written agreement.

Beau Bennion, Senior Sales Executive



199 Delaware Avenue, Suite 200
Buffalo, New York 14202

June 4, 2024

Anna Valsing, Administration Manager
Jackson Hole Airport Board
Administration Office
1250 East Airport Road
Jackson, Wyoming 83001

Dear Ms. Valsing:

Garland Technology appreciates the opportunity to submit a competitive Proposal for network tapping hardware at the Jackson Hole Airport.

Garland Technology has reviewed the requirements outlined in the RFP and we are in a strong position to support the Jackson Hole Airport Board on this initiative.

Enclosed in this document are the following:

1. Statement of Qualifications
2. Statement of Proposed Methodology
3. Pricing Proposal
4. References

Garland Technology has confirmed that the products and quantities included in this Proposal can be shipped by June 30, 2024. Garland Technology will honor the pricing for 5 years from the time of first purchase.

Once you have had an opportunity to review, my team and I are happy to discuss any questions. Thank you for your consideration. I am confident that Garland Technology's products, service, and people can add value to the Jackson Hole Airport now and in the future.

Sincerely,



Chris Bihary CEO / Co-Founder
+1-716-242-8502

west@garlandtechnology.com

Statement of Qualifications

Thank you for the opportunity to share details about Garland Technology and our points of distinction that can assist the Jackson Hole Airport Board on its network tapping solution initiative.

Garland Technology is a USA-based manufacturer of Network TAPs, Network Packet Brokers, Hardware Data Diodes, and Inline Bypass solutions. Since 2011, we've been helping companies' network monitoring and security tools deliver on their promise of performance and protection because we reliably deliver all of the data the tools need to shine.

Garland Technology is the third largest manufacturer of Network TAPs, Network Packet Brokers, Hardware Data Diodes, and Inline Bypass solutions in the industry. Yet, we are the only company 100% focused on delivering packets to network tools with easy-to-use, flexible, and no-strings-attached hardware.

Working with Garland Technology has several advantages:

Stable partnership.

- Work with a manufacturer that offers stability in both product focus and innovation.
 - This stability comes from Garland Technology's commitment to remaining privately-owned, solely focused on engineering network visibility solutions.

Proven expertise.

- Work with a manufacturer that is 100% focused on engineering Network TAPs and Network Packet Brokers.
 - Garland Technology is the only US-based company solely focused on these products.
- Speak to CEO / Co-Founder and CTO / Co-Founder directly.

Trust the quality of the hardware you're deploying without recurring fees.

- Entrust a manufacturer that is committed to reliable hardware performance.
 - Also, enjoy a lower Total Cost of Ownership over 3-5 years compared to purchases of our competitors' products because Garland Technology does not charge any fees.
 - Garland Technology will commit to holding pricing stable for five (5) years.

USA-based technical support.

- Talk to technical support resources that are located in Richardson, Texas - tech support team members have access to Garland' engineers who are also located in Richardson.
- Protect your investment with Premier Technical Support (PTS warranty) that includes remote configuration services, remote training, and expedited RMA replacement.

"TAP to Tool" Philosophy.

- Deploy out-of-band security and monitoring tools in a cost-effective way leveraging Garland Technology's unique approach to designing solutions with Network TAPs and Network Packets Brokers.
 - These products do not need to be complicated - they should be easy, simple, affordable, and reliably deliver packet-level data to tools.
 - Garland will architect a cost-effective solution to deliver the needed packets with our products - our focus is on your tools, not to compete with them or exhaust your budget.

Risk tolerant supply chain.

- Rely on a manufacturer with hardware that is Made in the USA.
 - Garland Technology engineers, manufacturers, warehouses, and supports its products in Richardson, Texas.
 - All products are TAA compliant.

Durable and flexible.

- Depend on product integrity throughout the life of deployment.
 - All of Garland Technology's products are built with durable metal construction providing durability during transport, installation and throughout the life of deployment
 - The metal chassis protect the network TAP during installation and protects the TAP during deployment.
- Avoid needing to use branded-transceivers offering no flexibility.
 - Open-vendor for transceivers and optics to give greater flexibility.
 - Any MSA-compliant transceivers work with Garland's products.

Garland Technology's Network TAPs and Network Packet Brokers are deployed in both **government and critical infrastructure sectors** such as US Department of Defense, Federal Aviation Administration, US Department of Energy, transportation, water treatment, and electric utilities in the United States and around the world.

Statement of Proposed Methodology

Network tapping solution:

Garland Technology is recommending the SelectTAP product line for Jackson Hole Airport's network tapping solution.

Passive Fiber TAP:

- QTY 28 full duplex, single mode, SFP+ 10Gb, 1310nm LRM
- QTY 8 full duplex, single mode, SFP+ 10Gb, 1310nm LR
- QTY 44 full duplex, multi mode, SFP+ 10Gb, 850nm SR
- QTY 8 full duplex, single mode, SFP 1Gb, 1310nm LX10
- Six (6) FMC-1U Chassis have been provide that can hold up to 144 Passive Fiber TAPs to cover future growth

Garland Technology's **SelectTAP** product line has been in the portfolio since our inception in 2011. Out of the hundreds of thousands of **SelectTAP** modules sold worldwide, Garland Technology has never received a tech support request for product failure of the SelectTAP. Garland Technology takes quality and reliability seriously. We stress-test all network TAPs with live data before shipping to the final destination to ensure 100% reliability. Our optical technology is of a very high specification that ensures the minimum possible insertion losses. These high quality specialist optics are not therefore readily available from alternative sources.

SelectTAP Modules

- Garland Technology's SelectTAP™ Passive Fiber TAP is a passive network TAP
- TAP modules do not require power to copy and send network traffic, hence they will never be a failure point in the network
- TAP modules are invisible on the network
- TAP modules provide Data Diode (Unidirectional) monitoring protecting the live network from data intrusion through the monitor ports
- TAP Module options are numerous and include:
 - Single-mode and Multimode Fiber options
 - Speeds 1G to 400G
 - Garland Technology can do 50/50, 60/40, 70/30, 80/10, 90/10 split ratios
 - There is no cost difference for split ratios for Fiber TAPs
 - Supports OS1, OS2 and OM1, OM2, OM3, OM4, OM5
- Fiber TAPs are "plug & play" and require no configuration to function
- Network TAP modules include an innovative cable routing mechanism

FMC-1U

- Garland Technology's SelectTAP™ Fiber Module Chassis for high density applications
- Fits into a standard 19 inch rack
- Change network TAP modes on-the-fly or in the future
- Mix and match modules by media and/or speeds (e.g., OS2501M and OM4501M can be installed in FMC-1U side-by-side)
- Accommodates 16 to 24 TAP modules depending on configuration
 - 24 LC modules, 16 MPO/MTP modules, 16 BiDi modules

OS2501M

Singlemode Passive Fiber Breakout TAP

- Modular
- Media: Fiber-OS2
- Connector: LC Singlemode
- 1/10/25/40/100G
- Supports breakout mode

OM4501M

Multi-mode Passive Fiber Breakout TAP

- Modular
- Media: Fiber-OM3/OM4
- Connector: LC Multi-mode
- 1/10/25G
- Supports breakout mode

Network packet broker solution:

Garland Technology is recommending the Advanced Features Packet Broker with built-in Dedup 1U for Jackson Hole Airport's network packet broker solution.

Network Packet Broker:

- QTY 2 Advanced Features Packet Broker with built-in Dedup

Garland Technology approaches Network Packet Brokers differently than the competition. Garland Technology's believes in creating easy, simple, and cost effective Network Packet Brokers. We avoid the approaches of our competitors and engineer scalable NPBs with no complications. Our flexible line-up allows you to literally "Deploy what you need, when you need it!" We do not charge any subscription, port, or feature fees. We support MSA-compliant transceivers. We manufacture Network Packet Brokers suitable for both IT and OT network environments.

AF25G80DAC

- Garland Technology's Advanced Features Packet Broker with built-in Dedup 1U
- (48) 1G/10G/25G SFP28 ports and (8) 100G/40G/4x25G/4x10G ports
 - Support up to 160 10G/25G ports
- Supports Deduplication
- Supports Layer 2 / VLAN tag filtering

Installation of products is straightforward: products are shipped with mounting brackets to easily install inside a standard 1U cabinet.

The products included in this Proposal are existing products in Garland Technology's portfolio. They are in-stock. Garland Technology has confirmed that these products and quantities can be shipped by June 30, 2024.

Pricing Proposal

Garland Technology is working with NETSource to quote pricing for the products recommended in this Proposal.

Garland Technology is quoting three (3) scenarios for Jackson Hole Airport's consideration:

1. Hardware and 1-year of Premium Technical Support (PTS Warranty)
2. Hardware and 3-years of Premium Technical Support (PTS Warranty)
3. Hardware and 5-years of Premium Technical Support (PTS Warranty)

Purchase price provides perpetual access to hardware for the life of the product. If hardware is managed (i.e., contains firmware) then firmware updates do require hardware to be under warranty.

Garland Technology does not have a licensing model. Garland Technology does not require subscriptions or licenses to access our hardware. Garland Technology does not charge any fees. Again, customers of Garland Technology enjoy a lower Total Cost of Ownership over 3-5 years compared to purchases of our competitors' products because Garland Technology does not charge any fees. Garland Technology will commit to holding pricing stable for five (5) years.

Garland Technology's Premium Technical Support Warranty (PTS) includes:

- Web and Phone Support
- Priority Technical Support
- Firmware Updates
- Advanced Replacement
- RMA Prepaid Shipping
- Remote Configuration
- Remote Training

References

Mohamed Attia

Lead Technical Solution Consultant
Honeywell Connected Enterprise Cyber Sales
mohamed.attia@honeywell.com
+1-587-723-0604

Jason McCalla

Information Technology Generalist
Marathon Petroleum Corporation
jrmccalla@marathonpetroleum.com
+1-419-487-1058

Garland Technology is willing to provide additional information and documentation as required by the Jackson Hole Airport Board.

**Jackson Hole Airport Board
Standard Terms and Conditions for Work/Services Performed at
Jackson Hole Airport**

CONTRACTOR/SERVICE PROVIDER:

CUSTOMER:

Contractor Name: _____

Jackson Hole Airport Board

Contractor Address: _____

1250 East Airport Road
PO Box 159
Jackson, WY 83001

Contact Name: _____

Contact Email Address: _____

Location: Jackson Hole Airport (the "Airport")

Services: _____

Term: _____

Associated with (Work Order/Purchase Order/Quote Number): _____

As used herein, the term "Contractor" shall refer to the Contractor or Service Provider, and the "Services" shall refer to either work or services performed at the Airport, as further described in the accompanying work order, purchase order, or quote.

1. **Compliance with Laws.** For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.
2. **Insurance.** Contractor represents and warrants that it carries and maintains a surety bond and insurance coverages which are consistent with either (i) Customer's Resolution entitled "Insurance Requirements", or (ii) industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance.
3. **Termination.** Customer may terminate the Services, with or without cause, upon seven (7) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, but Contractor shall not be entitled to any further termination payment.

4. **Limitation on Liability.** Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor's equipment, unless such loss or damage is caused by the willful misconduct of Customer or one of Customer's subtenants or subcontractors at the Airport.
5. **Indemnity.** Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Contractor's performance of the Services hereunder.
6. **Warranty.** All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship.
7. **Licenses.** Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.
8. **Non-Discrimination.** In its performance of the Services, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of the Services.
9. **Entire Agreement.** These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.
10. **Open Records.** Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §66-4-201 et seq., and Contractor agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. To the extent not prohibited by federal law, the [work order/quote] to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

11. **Choice of Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

CONTRACTOR/SERVICE PROVIDER:

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

DRAFT

June 5, 2024

Jackson Hole Airport
Tom Whitaker
1250 E Airport Rd
Jackson WY, 83001

Dear Mr. Whitaker,

M-B Companies is pleased to submit our quotation for one MB2 Plow Truck/Carrier under the Sourcewell Contract 111522, to the Jackson Hole Airport for consideration. The equipment is to be manufactured to the same specifications as are included on the pricing sheet which references the build. Please be advised this includes plow controls but not any integration of the Overaasen broom.

Net price for MB2 unit: \$ 604,320.29

Price for each additional unit: \$ 604,320.29

General

- Prices listed are in US dollars and valid until July 31, 2024.
- Delivery 500 days after receipt of purchase order.
- Warranty: Chassis, One year, Engines, Two years and Transmission, 3 years.
- Terms: Net 30 days after shipment from M-B facility.
- Shipping: F.O.B Jackson Hole, WY 83001
- Not included: State or Federal taxes

Thank you for this opportunity, if you have any questions, please contact myself at 920-242-4134 or email at jessie.carr@aebi-schmidt.com.

Respectfully,

Jessie Carr

Jessie Carr
Regional Sales Manager
M-B Companies, Inc.

**Jackson Hole Airport Board
Standard Terms and Conditions for Work/Services Performed at
Jackson Hole Airport**

CONTRACTOR/SERVICE PROVIDER:

Contractor Name:

Aebi Schmidt Group (M-B Companies Group)

Contractor Address:

201 MB Lane

Chilton, WI 53014

Contact Name:

Jessie Carr

Contact Email Address:

jessie.carr@aebi-schmidt.com.

Location: Jackson Hole Airport (the "Airport")

Services:

Purchase of MB2 Plow Truck/Carrier Unit

Term:

Associated with (Work Order/Purchase Order/Quote Number):

Quote Dates 6/5/2024

As used herein, the term "Contractor" shall refer to the Contractor or Service Provider, and the "Services" shall refer to either work or services performed at the Airport, as further described in the accompanying work order, purchase order, or quote.

1. **Compliance with Laws.** For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.
2. **Insurance.** Contractor represents and warrants that it carries and maintains a surety bond and insurance coverages which are consistent with either (i) Customer's Resolution entitled "Insurance Requirements", or (ii) industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance.
3. **Termination.** Customer may terminate the Services, with or without cause, upon seven (7) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, but Contractor shall not be entitled to any further termination payment.

4. **Limitation on Liability.** Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor's equipment, unless such loss or damage is caused by the willful misconduct of Customer or one of Customer's subtenants or subcontractors at the Airport.
5. **Indemnity.** Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Contractor's performance of the Services hereunder.
6. **Warranty.** All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship.
7. **Licenses.** Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.
8. **Non-Discrimination.** In its performance of the Services, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of the Services.
9. **Entire Agreement.** These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.
10. **Open Records.** Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §66-4-201 et seq., and Contractor agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. To the extent not prohibited by federal law, the [work order/quote] to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

11. **Choice of Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

CONTRACTOR/SERVICE PROVIDER:

Signature:

Name:

Title:

Date:

CUSTOMER:

Signature:

Name:

Title:

Date:

DRAFT

Eagle & Myslik Inc.

2869 South Shoshone Englewood, CO 80110
141 Sandborn Road Tilton, NH 03276



June 5th 2024

Attention: Mr. Tom Whitaker
Maintenance & Equipment Manager
Jackson Hole Airport
307.413.7943
Thomas.whitaker@jhairport.org

Sourcwell Contract Number:111522-TEA
SKU/Item Number: OVRRS400

Quote Number: GF170520241

Øveraasen RS400 Performance Line Runway Sweeper \$603,100 USD

- MTU Diesel Engine with 435hp at 1,700rpm
- 0-720rpm broom with 23,500 CFM air blower – highest in industry
- Automatically adjusting snowshed hood, maintains a constant distance of ¾" between snow shed hood and tips of cassettes as they wear. This prevents snow build-up and therefore eliminates need for a vibrator, which causes damage on machine over time.
- Manual, automatic, and pre-set (based off snow conditions) broom speed and pattern
- All hydraulic hoses run through frame preventing environmental exposure
- All service points accessible to operator while standing on the ground
- 235 micro-meter thick paint (10x thicker than paint on standard vehicles)
- Two (2) 132-gallon tanks totaling 264 gallons for 40-50 hours operation time
- Both fuel tanks located in front of sweeper tires for safety should the sweeper hit or be hit by anything
- Should an issue arise from fuel tank, it can be isolated and run off single tank until mended

Optional Extras

Central lubrication system	\$9,000 USD
Hydraulic + oil tank heaters & battery charger	\$6,600 USD
Spare wheels (sweeper main and castor)	\$3,800 USD
Rearview camera	\$4,900 USD
Øveraasen FleetCloud System + 1 year hosting	\$11,100 USD
Extended Warranty	Please inquire

Additional Information

Delivery: Delivery is completely "turnkey". Pricing includes all freight/customs/offloading and onsite set-up of machine with complete inspection by Øveraasen factory trained Eagle & Myslik technicians.

Telephone (866) 241-3264

"Your Airfield Solutions Partner"

Training: One (1) week of complete onsite training for operators and technicians is included in delivery pricing. All training can be adjusted to meet Jackson Hole Airport's required shift coverage and any additional "train the trainer" programs.

Warranty: Øveraasen standard 3-year warranty/1,500 hour (whichever occurs first), bumper-to-bumper (plow to sweeper) from agreed upon in-service date

Current lead-time: 21-26 weeks

Payment Terms: 1/3 at time of order, 1/3 prior to shipment, and 1/3 after final SAT. These terms can be adjusted, however they are currently in place to assist with the industry leading delivery times.

Pricing: Please note above pricing does not include any applicable Federal or State Sales Taxes and is valid until July 31, 2024

Thank you for providing Eagle & Myslik with this opportunity. Should you have any further questions please do not hesitate to contact us.

Sincerely,

Gabe Florez
Western Territory Manager
Eagle & Myslik Inc.

**Jackson Hole Airport Board
Standard Terms and Conditions for Work/Services Performed at
Jackson Hole Airport**

CONTRACTOR/SERVICE PROVIDER:

Contractor Name: Eagle and Myslik, Inc.

Contractor Address: 2869 South Shoshone
Englewood, CO 80110

Contact Name: Gabe Florez

Contact Email Address:

Location: Jackson Hole Airport (the "Airport")

Services: Purchase of Øveraasen RS400 Performance Line Runway Sweeper

Term:

Associated with (Work Order/Purchase Order/Quote Number):

Quote Number: GF170520241

As used herein, the term "Contractor" shall refer to the Contractor or Service Provider, and the "Services" shall refer to either work or services performed at the Airport, as further described in the accompanying work order, purchase order, or quote.

1. **Compliance with Laws.** For all Services performed on Airport property, Contractor shall comply with (i) all safety and security regulations and directives applicable to the Customer and/or the Airport, and (ii) Airport Rules and Regulations.
2. **Insurance.** Contractor represents and warrants that it carries and maintains a surety bond and insurance coverages which are consistent with either (i) Customer's Resolution entitled "Insurance Requirements", or (ii) industry standard for professionals performing similar services at facilities similar to the Airport, including but not limited to General Liability Insurance, Professional Liability Insurance, and Workers Compensation Insurance.
3. **Termination.** Customer may terminate the Services, with or without cause, upon seven (7) days notice to the Contractor contact listed above. Upon termination, Contractor shall retrieve its equipment, if any, from the Airport within five (5) business days. Customer shall pay Contractor for all Services performed up to the date of termination, but Contractor shall not be entitled to any further termination payment.

4. **Limitation on Liability.** Contractor understands and agrees that, as an inherent part of the Services, it may leave certain equipment at the Airport during the Term. Customer assumes no liability for any loss or damage to Contractor's equipment, unless such loss or damage is caused by the willful misconduct of Customer or one of Customer's subtenants or subcontractors at the Airport.
5. **Indemnity.** Contractor shall indemnify and hold harmless Customer, its officers, members, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person(s) or property arising from Contractor's performance of the Services hereunder.
6. **Warranty.** All Services performed hereunder shall have a minimum of a one (1) year warranty on workmanship.
7. **Licenses.** Contractor represents and warrants that it maintains in full force and effect all licenses required to perform the Services.
8. **Non-Discrimination.** In its performance of the Services, Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor through the completion of the Services.
9. **Entire Agreement.** These Terms and Conditions represent the entire and integrated agreement between Customer and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. These Terms and Conditions may be amended only by written instrument signed by both Customer and Contractor. In the event of any inconsistency between these Terms and Conditions and the [Work Order], these Terms and Conditions shall control.
10. **Open Records.** Contractor acknowledges that Customer is subject to the provisions of the Wyoming Public Records Act, Wyoming Revised Statutes §66-4-201 et seq., and Contractor agrees that it will fully cooperate with Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. All materials, records, and information provided by Contractor to Customer shall be considered confidential by Customer only to the extent provided in the Wyoming Public Records Act, and Contractor agrees that any disclosure of information by Customer consistent with the provisions of the Wyoming Public Records Act shall result in no liability of Customer. To the extent not prohibited by federal law, the [work order/quote] to which these Terms and Conditions are attached is subject to public release through the Wyoming Public Records Act.

11. **Choice of Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action initiated hereunder shall be in a court having jurisdiction in and for Teton County, Wyoming.

CONTRACTOR/SERVICE PROVIDER:

Signature:

Name:

Title:

Date:

CUSTOMER:

Signature:

Name:

Title:

Date:

DRAFT

**RESOLUTION NO. 2024-04
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP Grant No. 3-56-0014-81-2024
June 19, 2024**

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Federal Aviation Administration ("FAA") tendered a Grant Agreement, in the form annexed hereto as **Exhibit A**, which tenders a grant offer to the Board for the purpose of "Conduct Airport Related Environmental Study (Net Zero Carbon Roadmap)" and will be in an amount of One Hundred and Eighty Thousand Dollars (\$180,000.00);

WHEREAS, the Board desires to accept, agree to the conditions of, and authorize the Board President and Board Secretary to execute the Grant Agreement in the same form as that annexed hereto as **Exhibit A**, in an amount of One Hundred and Eighty Thousand Dollars (\$180,000.00);

NOW, THEREFORE, it is resolved by the Board, in open and public meeting as follows:

1. The Board hereby accepts and agrees to the conditions of FAA AIP Grant Number 3-56-0014-81-2024 in an amount of One Hundred and Eighty Thousand Dollars (\$180,000.00), annexed hereto as **Exhibit A**, for the project of "Conduct Airport Related Environmental Study (Net Zero Carbon Roadmap)", as more fully described in the Project Application.
2. The Board authorizes the Board President and Board Secretary to execute and attest the final Grant Agreement on behalf of the Board.

Adopted by the Board in open and public meeting this 19th day of June 2024.

JACKSON HOLE AIRPORT BOARD

By: _____
Valerie Brown, President

ATTEST

By: _____
Bob McLaurin, Secretary



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

May 15, 2024

Ms. Valerie Brown, President
Jackson Hole Airport Board
1250 E. Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Mr. Luther Propst, Chairman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Ms. Brown, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-081-2024 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 28, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

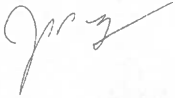
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kevin Keith, (303) 342-1264, kevin.a.keith@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer
Manager, Denver Airports District Office

DRAFT



U.S. Department of Transportation
Federal Aviation Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM
FY 2022 COMPETITIVE SUPPLEMENTAL GRANT PROGRAM
GRANT AGREEMENT**

Part I - Offer

Federal Award Offer Date	May 15, 2024	
Airport/Planning Area	Jackson Hole Airport	
Supplemental Appropriation Grant Number	3-56-0014-081-2024	[Contract # DOT-FA24NM-1016]
Unique Entity Identifier	KELEZHCKXHL6	

TO: Jackson Hole Airport Board, Town of Jackson, Wyoming, and Teton County, Wyoming
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 29, 2024, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

Conduct Airport Related Environmental Study (Net Zero Carbon Roadmap)

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on December 29, 2022.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. § 40101, et seq.; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to

the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$180,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 180,000 for planning;

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.**
 - a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures.
 - b. The Sponsor agrees to the post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.
 - c. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage.
 - d. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor

on or before June 28, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make

records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **Grant Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals:
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
31. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

32. **Excess Cost.** It is understood and agreed that notwithstanding that the Application includes therein planning work that the Sponsor has estimated at a total cost of \$212,700, the total allowable cost for purposes of determining federal participation shall not exceed \$192,000. Any project costs in excess of the federal allowable costs shall be the sole responsibility of the Sponsor.

DRAFT

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated _____

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated _____

COUNTY OF TETON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, 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.

c. Duration.

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Jackson Hole Airport Board, Town of Jackson, Wyoming, Teton County, Wyoming), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses 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 sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor 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.
- f. It will provide for such methods of administration for the program as are found by the Secretary 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.
- g. It 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.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport,

or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the

airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 29, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

**RESOLUTION NO. 2024-03
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: ESTABLISHMENT OF FEES AND CHARGES
FOR OPERATORS AND CUSTOMERS**

Adopted June 19, 2024
Effective July 1, 2024

The Jackson Hole Airport Board (the “Board”), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Jackson Hole Airport Board (the “Board”) is authorized to operate and maintain the Jackson Hole Airport (the “Airport”) under Wyoming Statute §10-5-101, *et seq.*, Chapter 12.16 of the Ordinances of the Town of Jackson, and the Board's capacity as proprietor of the Airport;

WHEREAS, the Airport is operated by the Board within Grand Teton National Park pursuant to an Agreement between the United States and the Board, dated April 27, 1983 as amended (the “Interior Agreement”);

WHEREAS, the Board receives no state or local tax revenues or subsidies and is required by its contractual obligations to the Federal Aviation Administration to maintain a schedule of rates and charges that will make the Airport as financially self-sustaining as possible (49 U.S.C. §47107(a)(13));

WHEREAS, federal law and the Board’s grant agreements with the FAA acknowledge the Board’s authority to charge reasonable and not unjustly discriminatory rates and charges for use of the Airport (49 U.S.C. § 40116(e)(2) and 49 U.S.C. § 47107(a)(1) and (2)), and the Interior Agreement acknowledge the Board’s authority to charge fair and reasonable rates and prices in connection with the Airport (Interior Agreement § 9(b));

WHEREAS, the Board regularly establishes and adjusts fees and charges for goods and services provided, and rentals and activities authorized by the Board on and from the Airport; and

WHEREAS, by this Resolution, the Board desires to assemble and restate the fees and charges which it has previously adopted, for the period beginning on July 1, 2024, and continuing until amended by the Board.

NOW THEREFORE, upon motion duly made, seconded and adopted, the Board resolves as follows:

1. General requirements applicable to all fees and charges are hereby adopted and set forth on the annexed Schedule 1.

2. Fees and charges specifically applicable to aeronautical users, including air carriers, and other aircraft operators are hereby adopted and set forth on the annexed Schedule 2.

3. Fees and charges applicable to commercial ground transportation providers, rental cars and parking are hereby adopted and set forth on the annexed Schedule 3.

4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth on the annexed Schedule 4.

5. Miscellaneous fees and charges are hereby adopted and set forth on the annexed Schedule 5.

6. Definitions applicable to fees and charges set forth in Sections 1-5 above are hereby adopted and set forth on the annexed Definitions.

Upon motion duly made and seconded, this Resolution is hereby approved and adopted in open meeting by the Jackson Hole Airport Board this 19th day of June 2024.

JACKSON HOLE AIRPORT BOARD

By: _____
Valerie Brown, President

ATTEST:

By: _____
Bob McLaurin, Secretary

SCHEDULE 1: GENERAL REQUIREMENTS
(Rev: 7/1/24)

1. GENERAL REQUIREMENTS

Unless otherwise expressly specified in a lease, license, permit, contract or other agreement between the Board and an Operator or Customer, the following terms and conditions shall apply:

1.1 Effective Date and Amendment. This Resolution shall be effective July 1, 2024, and shall supersede all previous schedules of fees and charges promulgated by the Board and shall remain in effect until modified by the Board. The Board may amend this Resolution, including altering the fee structure or approving additional fees, by formal action at a duly noticed public meeting.

1.2 Intent to Review Annually. To maintain financial stability, consistency, and currency of all fees and charges, it is the intent of the Board to, at a minimum, review this Resolution on an annual basis. The review may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for prior fiscal years, market comparisons of rates and charges of similar airports, and the mission, goals, and objectives of the Board.

1.3 Payment of Fees and Charges. All payments due the Board pursuant to this Resolution shall be paid to the Jackson Hole Airport Board, Airport Administration Offices, 1250 East Airport Road, P.O. Box 159, Jackson, Wyoming 83001, or by ACH direct deposit to the account designated by the Board.

1.4 Remedies for Failure to Pay Fees and Charges. Board reserves the right to seek recovery of all fees and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. Board may pursue all remedies available under law, including without limitation, termination of a lease, license, permit, contract or other agreement; retention of a security deposit, bond or contract security; or suit for specific performance, injunctive relief or money damages.

1.5 Interest. Board reserves the right to charge interest on any fees, charges, and other monies owed to the Board but not paid when due at the rate of one and one-half percent (1 ½ %) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

1.6 Other Fees and Charges. Board reserves the right to charge for items not covered in this Resolution; provided that Board will not charge a fee or charge that is inconsistent with a fee or charge specifically enumerated in Schedule 2 through Schedule 5.

SCHEDULE 2: FEES AND CHARGES TO AIRCRAFT OPERATORS
(Rev. Effective 7/1/24)

2.1 FEES AND CHARGES FOR AIRCRAFT OPERATORS

Unless a different fee or charge is expressly specified in a written agreement between the Board and an Operator, the following fees and charges shall apply to all Aircraft operations at the Airport:

2.1.1. Landing Fees. A landing fee will be charged for landings by all non-based aircraft using the Airport for any purpose. Aircraft of 12,500 pounds or less maximum certified take-off weight are exempt from paying landing fees. Military aircraft shall pay a landing fee only for substantial use of the Airport, using the standards set forth in FAA Grant Assurance 27.

Class of Aircraft	Fee Per Landing
Signatory Air Carrier Aircraft	\$7.30/1,000 lbs.
Non-Signatory Air Carrier Aircraft	\$9.49/1000 lbs.
General Aviation	\$8.66/1,000 lbs.
Military Aircraft	\$8.66/1,000 lbs.

2.1.2 Deicing Fluid Fees. Customers shall pay the Board a sum equal to the Board's full delivered cost of deicing fluid, plus 30%, with respect to deicing fluid dispensed from the Board's deicing fluid tank.

2.1.3 Deicing Fluid Recovery and Disposal Fee. Customers shall pay the Board, as a deicing fluid recovery and disposal fee, Two Dollars and Seventy-Five Cents (\$2.75) per gallon of deicing fluid dispensed from the Board's deicing fluid tank, or otherwise brought onto the Airport.

2.1.4 Aeronautical Service Providers. All commercial aeronautical service Operators, including Part 135 and/or Part 91 Operators, doing Business on or from the Airport and thus required to have an agreement with the Board, shall pay the Board a monthly use fee equal to five-percent (5%) of Operator's gross revenues from operations on or from the Airport. Agreements with Part 135 and/or Part 91 Operators shall be for a term not to exceed one (1) year.

2.1.5 FBO Fees. The Board has assumed the proprietary exclusive right to serve as the Fixed Base Operator, known as Jackson Hole Flight Services. The Board, by separate resolution, has delegated authority to the Airport Executive Director to set and revise a schedule of prices for fuel, aircraft storage and FBO services. Jackson Hole Flight Services further shall be responsible for collecting certain fees and charges specified herein.

2.2 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

2.2.1 Terminal Rents and Fees. Signatory and Non-Signatory Air Carriers shall pay for their allocated share of costs for the preferential and joint use of space in the Terminal Building.

2.2.2 Terminal Building Preferential Use Space Rentals. Signatory Air Carriers leasing Airline Ticket Offices/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$60.76 per square foot per year. Air Carriers leasing Basement Storage/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$31.89 per square foot per year. Non-Signatory Airlines shall pay to Board rentals for Airline's Preferential Use Space at the rate and in the amount that is 130% of the rate charged Signatory Air Carriers.

2.2.3 Terminal Building Joint Use Space Rentals. Signatory Air Carriers that utilize the Security Holdroom, Baggage Claim Area, Baggage Storage Room and Baggage Service Office of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$62.27 per square foot per year. Signatory Air Carriers that utilize the Baggage Handling (Makeup) Area and Checked Baggage Screening Area of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$45.57 per square foot per year. Air Carriers that utilize the Ticket Counter/Queuing Area of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$60.76 per square foot per year. Non-Signatory Air Carriers shall pay to the Board a proportionate share of rentals for use of the Joint Use at a rate and in the amount that is 130% of the rate then paid by Signatory Airlines, no later than fifteen (15) days following receipt by Airline of billing therefor.

2.2.4 Ground Handling License Fee. Each Operator entering into a Ground Handling License Agreement with the Board shall pay a License Fee of \$500.00 for each month the Operator has an Agreement with the Board.

2.3 FUEL DELIVERED FEE

A fee shall be charged and collected on all fuel delivered on the Airport and on all fuel removed from the Board's fuel facility on the Airport. This fee shall be determined by multiplying the number of gallons of any fuel (including diesel, gasoline, avgas and jet fuel) so delivered or removed in accordance with the following schedule:

Type	Fee per Gallon
Other than Air Carrier	\$.22
Air Carrier	\$.15

2.4 CUSTOMER AND FUEL FACILITY FEES.

2.4.1 A Customer Facility Fee (the "CFF") in the amount of five cents (\$0.05) per gallon of aviation fuel delivered shall be charged and collected from each Aircraft Operator of an aircraft into which fuel from an aviation fuel facility on the Airport is delivered. The CFF shall appear as a separate line item in each invoice for fuel delivered into aircraft.

2.4.2 A Fuel Facility Fee (“FFF”) of twenty cents (\$0.20) per gallon shall apply to all fuel removed from the Board’s fuel storage facility. The FFF shall appear as a separate line item in each invoice for fuel delivered to Signatory and Non-Signatory Air Carriers but will not be directly billed to other Customers.

**SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING
(Rev: 7/1/24)**

3.1 FEES APPLICABLE TO GROUND TRANSPORTATION OPERATORS

The Board finds that various classes of Ground Transportation Operators exist at the Airport, and their impacts on and benefits derived from the Airport differ such that the establishment of differing fees for each such class is reasonable and appropriate. Ground Transportation Operators shall pay the Board fees for the uses, services and privileges of operating to, on and from the Airport according to the following schedule.

3.1.1 Base Fee. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall pay a monthly base fee of One-Hundred Fifty Dollars (\$150.00).

3.1.2 Vehicle Fees. All Taxi and Executive Vehicle Operators shall pay a monthly vehicle fee of Fifty Dollars (\$50.00) for each vehicle registered with the Town of Jackson under Operator’s Business license, provided, that the vehicle fee will be capped at Two Hundred Fifty Dollars (\$250.00) per month per Operator regardless of the number of vehicles operated.

3.1.3 Permit Fees. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall purchase and affix to each registered vehicle a tamper-proof permit pay the Board a fee of Twenty-Five Dollars (\$25.00) for each such permit. An additional fee of Two Hundred Dollars (\$200.00) shall be imposed on any Operator who operates a vehicle on the Airport without such a permit affixed to the vehicle.

3.1.4 Scheduled Service Providers. Fees and charges to Scheduled Ground Transportation Operators, if any, may be determined by competitive bidding and shall be set forth in a written agreement with such Operator.

3.1.5 Transportation Network Companies. Transportation Network Companies shall pay a trip fee in the amount of Three Dollars and Twenty-Five Cents (\$3.25) per one way trip on all pick-ups and drop-offs of Riders that occur on the Airport by a Driver operating on the Company’s Digital Network.

3.1.6 Peer-to-Peer Vehicle Sharing Operator. Peer-to-Peer Vehicle Sharing Operators shall pay a concession fee of no less than ten percent (10%) of Operator’s gross revenues, to be reflected in a peer-to-peer vehicle sharing concession agreement.

3.1.7 One Day Users. One Day Users shall pay a one-day fee in the amount of Fifty Dollars (\$50.00) per vehicle per day of use of the Airport.

3.1.8 Curb Violation Fee. Vehicles shall not park or idle in the three (3) traffic lanes closest to the Terminal Building and shall pay a Curb Violation Fee of fifty dollars (\$50.00) per occurrence.

3.2 AIRPORT PARKING RATES

Parking in the Airport's public parking lots shall be subject to the following parking fees:

JAC Parking Program*

- <1.5 hr – Free
- 1.5 – 5 hr - \$15
- 5 – 24 hr - \$17
- \$5 off Uber and Lyft for Rides to and from Airport

Short Term Parking – \$100 daily maximum

- <1hr – Free
- 1-2 hr - \$10
- 2-3 hr - \$30
- 3-4 hr - \$60
- 4-24 hr - \$100

Overnight (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$15
- 5-24 hr - \$25

Peak Period Overnight Rate (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$20
- 5-24 hr - \$30
- Peak Periods for 2024/2025 are:
 - August 22nd – 25th
 - August 29th – September 2nd
 - November 22nd – 29th
 - December 20th - January 2nd
 - February 13th – 17th
 - February 20th – 23rd
 - March 6th – 9th
 - March 13th – 16th
 - March 20th – 23rd
 - March 27th – 30th

*JAC Parking Program pricing not available on Peak Period dates.

Fixed Base Operator (FBO) Lot:

- Daily Parking - Free
- Regular Overnight Rate (Charged at 12:01 am) - \$25
- Peak Period Overnight Rate (Charged at 12:01 am) - \$30

Employee Parking – ½ off daily rate for airport badge holders after 24 hours, excluding Peak Period dates.

For purposes of this section, (a) the term “Employee” means an employee of any Airport tenant or contract operator.

3.3 CUSTOMER FACILITY CHARGE

A Customer Facility Charge (“Rental Car CFC”) shall be charged and collected by each on-Airport, tenant rental car operator servicing the commercial terminal and the FBO (an “Operator”) from each person entering into a motor vehicle rental agreement (a “Rental Agreement”) covered by or in connection with operations under each Operator’s Concession Agreement. The Rental Car CFC to be imposed and collected by the Operators shall be \$5.00 per customer per transaction day for each transaction day of the rental. The Rental Car CFC shall be set forth as a separate line item in each Rental Contract entered into by Operators which are subject to a Concession Agreement. The Rental Car CFC shall be charged and collected by the Operators and transmitted to and deposited with the Board within seven (7) days after the end of each calendar month.

3.4 RENTAL CAR OFFICE/COUNTER RATES

Each on-Airport tenant rental car operator servicing the commercial terminal shall pay for its Terminal office and counter space at the same rates as Signatory Air Carriers pay for space on the main floor of the Terminal Building on a preferential basis, as set forth in Section 2.2.2 above, that being a rental of \$60.76 per square foot per year.

SECTION 4: FEES AND CHARGES REGARDING SECURITY (Rev: 7/1/24)

4.1 FEES, CHARGES, AND REQUIREMENTS FOR USE OF BOARD SUPPLIES AND SERVICES

4.1.1. SIDA/Sterile Area/AOA Badges. The following fees shall be applicable to the issuance of badges to Operators and/or their employees:

Initial SIDA/Sterile/AOA Badge.....	\$35.00
Initial Background Investigation Fee.....	\$35.00
Renewal Badge.....	\$35.00
Background Investigation Renewal.....	\$35.00
1 st Replacement (\$100 refunded if lost badge returned).....	\$150.00

2 nd Replacement (\$150 refunded if lost badge returned)	\$200.00
3 rd Replacement (\$200 refunded if lost badge returned)	\$250.00
No card issued after 3 rd replacement	
Charge to Employer for ID Not Returned.....	\$150.00
Replacement of Damaged Badge.....	\$35.00

4.1.2. System Wide Replacement. When and if more than 5% of the total number of outstanding badges issued by the Board become lost, then the Board may replace all badges, and the cost of such replacement shall be shared pro-rata and paid to the Board by all Operators which have been responsible for the lost badges which make up such 5%.

4.2 GATE AND AOA VIOLATIONS

Regardless of how many access gate violations occur, should said violation(s) result in a damage award, citation, or fine against the Board, then the responsible Operator shall fully reimburse the Board for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney’s fees, incurred by the Board in defending against or satisfying the damage award, citation, or fine.

4.3 KEYS

Initial Issue.....	\$10.00
Replacement- If broken.....	\$10.00
Replacement- If lost or stolen	\$100.00
plus the actual cost for re-keying the locks and producing additional key(s).	
RFID Key Card (Initial and Replacement).....	\$35.00
Initial Issue Cyber Key.....	\$125.00
Replacement Cyber Key (lost, stolen, broken).....	\$150.00

**SECTION 5: MISCELLANEOUS FEES AND CHARGES
(Rev: 7/1/24)**

5.1 PUBLIC RECORDS REQUESTS, OTHER PHOTOCOPIES AND MISCELLANEOUS ITEMS

Per page- black and white.....	\$0.25
Per page- color	\$1.00
Miscellaneous Items (e.g. copies of digital recordings).....	At Cost
Hourly personnel rate for assembly of public records requests.....	\$65.00 per hour
Hourly personnel rate for airline baggage support.....	\$65.00 per hour
Cleaning rate for QTA and Leased Spaces.....	\$85.00 per hour
General Support rate for Operations/Maintenance Personnel.....	\$100.00 per hour
IT/Electrical/Low Voltage Support.....	\$130.00 per hour
Mechanical Support.....	\$150.00 per hour
Materials.....	At Cost plus 10%
Project Oversight of Contractor or Subcontractor.....	10% of Project Cost

Brochure Racks in Terminal Building.\$240/yr (4"x9") and \$480/yr. (magazine)

SECTION 6: DEFINITIONS

(Rev: 7/1/24)

As used in this Fees & Charges Resolution the following terms shall have the following meanings unless the context requires a different meaning:

- 6.1** "Aircraft" means a device that is used or intended to be used for flight in the air.
- 6.2** "Air Carrier" means any Operator, whether Signatory or Non-Signatory, which provides service under FAR Part 121 or Part 135 as a commercial air carrier on either a scheduled or charter basis.
- 6.3** "Aircraft Operator" means any Person conducting Aircraft operations at the Airport, whether as flight instructor, pilot-in-command, owner, or lessee of the Aircraft involved.
- 6.4** "Airport" means the Jackson Hole Airport and all property owned by the Board, located in Teton County, Wyoming, including, but not limited to, all runways, taxiways, ramps, and improvements thereon, regardless of whether said facilities and improvements are owned or operated by the Board or a tenant of the Airport.
- 6.5** "Business" means any advertising, offering, production or delivery, in whole or in part, of services or goods to or for another in exchange for direct or indirect payment, or other thing of value. A Business shall be deemed to be conducted at or upon the Airport, if (a) it owns or leases one or more aircraft at the Airport which are used for the provision of commercial activities originating or terminating at the Airport; (b) it maintains a base of operations for any commercial activity at the Airport which offers services to the public, whether operated by itself, its agents or contractors; or (c) it operates on, from or through the Airport, and advertises in any way the availability of services or goods at the Airport.
- 6.6** "Courtesy Vehicles" means any motor vehicle, regardless of seating capacity, used regularly to transport persons and baggage to or from the Airport and any hotel, motel, lodge or other similar tourist accommodation or facility, for which no charge is paid directly by the passenger or passenger group.
- 6.7** "Executive Vehicle" means a motor vehicle, regardless of seating capacity, meeting each of the following standards: (a.) operating with advance reservations; (b) operating for a single client or client group; (c) utilizing vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxis; and (d) providing specialized services in addition to point-to-point transportation.
- 6.8** "General Aviation Aircraft" means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.
- 6.9** "Ground Transportation Operator" means any Person operating a vehicle to or from the Airport that transports people or items on the public roads for hire, or for commercial purposes as a courtesy, excluding governmental and/or not-for-profit entities.

6.10 “Landing Weight” means the maximum allowable gross landing weight, expressed in pounds, as certified by the FAA for each type of Aircraft. In any case where the FAA does not have a certified maximum allowable gross landing weight for the type of Aircraft involved, “Landing Weight” shall mean the maximum allowable gross landing weight for the Aircraft as specified by the manufacturer.

6.11 “Non-Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or preferential use basis without having entered into a written lease with the Board, or after the termination of any such lease.

6.12 “Military Aircraft” means any Aircraft owned or operated by or on behalf of any military branch of the federal or a state government.

6.13 “Operator” means an Aircraft Operator, Ground Transportation Operator, Airport tenant or any other person conducting activities on or utilizing the Airport.

6.14 “One Day User” is defined as a single commercial ground transportation vehicle making one or more trips to and from the Airport on a single calendar day for payment of a single one-day fee.

6.15 “Person” means any individual, firm, partnership, corporation, association, joint venture, governmental entity, or any other entity whatsoever.

6.16 “Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or preferential use basis under a written lease with the Board, or as subtenants thereof.

6.17 “Taxi” means any motor vehicle, other than a Courtesy Vehicle, used to carry passengers for hire on a call-and-demand, expedited basis between one point and another point, over irregular routes, on an individual fare basis, not exceeding a seating capacity of seven (7) passengers, whether or not operated on a reservation basis.

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 13
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WOOLPERT**

***Deice Pad and Collection System Improvements
Design and Construction Administration and Management***

This Amendment No. 13 (the “Amendment”) is to that certain Engineering Services Agreement (the “Agreement”) between the **Jackson Hole Airport Board** (“Sponsor”), and **Woolpert**, (“Engineer”) and is dated effective June 19, 2024.

WHEREAS, Sponsor and Engineer entered into a Base Agreement for Professional Services (“Agreement”) dated April 19, 2023, relating to engineering services to be provided to the Sponsor with respect to the Jackson Hole Airport (the “Airport”);

WHEREAS, Sponsor and Engineer entered into a First Amendment to the Agreement, dated May 17, 2023, for the Air Traffic Control Tower Improvements; a Second Amendment to the Agreement, dated May 17, 2023, for Deice Access Taxilane and North Taxiway A Rehabilitation Schedule 1 and Schedule VI Construction Administration and Construction Management; a Third Amendment to the Agreement, dated July 21, 2023 for General Consulting Services; a Fourth Amendment to the Agreement, dated August 23, 2023 for Underground Stormwater Detention and Filtration System Expansion; a Fifth Amendment to the Agreement, dated September 15, 2023 for the Aviation Safety Facility Concept Study; a Sixth Amendment to the Agreement, dated November 10, 2023 for DBE Goal and Reporting; a Seventh Amendment to the Agreement, dated January 22, 2024 for Aeronautical Survey and AC 18B Airspace Analysis; a Eighth Amendment to the Agreement, dated January 22, 2024 for FEMA BRIC Program Grant Application; a Ninth Amendment to the Agreement, dated January 22, 2024 for RAISE Program Grant Application; a Tenth Amendment to the Agreement, dated February 23rd, 2024 for CA and CM of the Deice Access Taxilane and North Taxiway A Rehabilitation, Schedules II, III, IV, and V; an Eleventh Amendment to the Agreement, dated effective March 19th, 2024 for CA and CM of the Underground Stormwater Detention and Filtration System Expansion Schedules I and II; and a Twelfth Amendment to the Agreement, dated march 19, 2024, for Facilitation Services 2024 Board and Staff Retreats.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 13 to the Agreement to provide services as outlined in the Deice Pad and Collection System Improvements Design and Construction Administration and Management Scope of Work dated May 20, 2024.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agreement is amended as follows:

1. Engineer agrees to provide services in accordance with the Scope of Work letter dated May 20, 2024, which is annexed hereto as **Exhibit A** (the “Services”). The Services will be provided and completed in a prompt manner under the circumstances.

2. Compensation payable by the Sponsor to the Engineer for the Services shall be as set form in **Exhibit B**, and shall be in a not to exceed amount of Three Million One Hundred and Eighty Six Thousand One Hundred and Eight Dollars and Eighty-Eight Cents (\$3,186,108.88), payable upon invoice monthly as work is performed.

3. This Amendment is entered into subject to all terms and conditions of the Agreement as previously amended, which Agreement shall remain in full force and effect except as expressly amended above.

Entered into and agreed to by the parties effective as of the date set forth above.

JACKSON HOLE AIRPORT BOARD

By:

Valerie Brown, President

Attest:

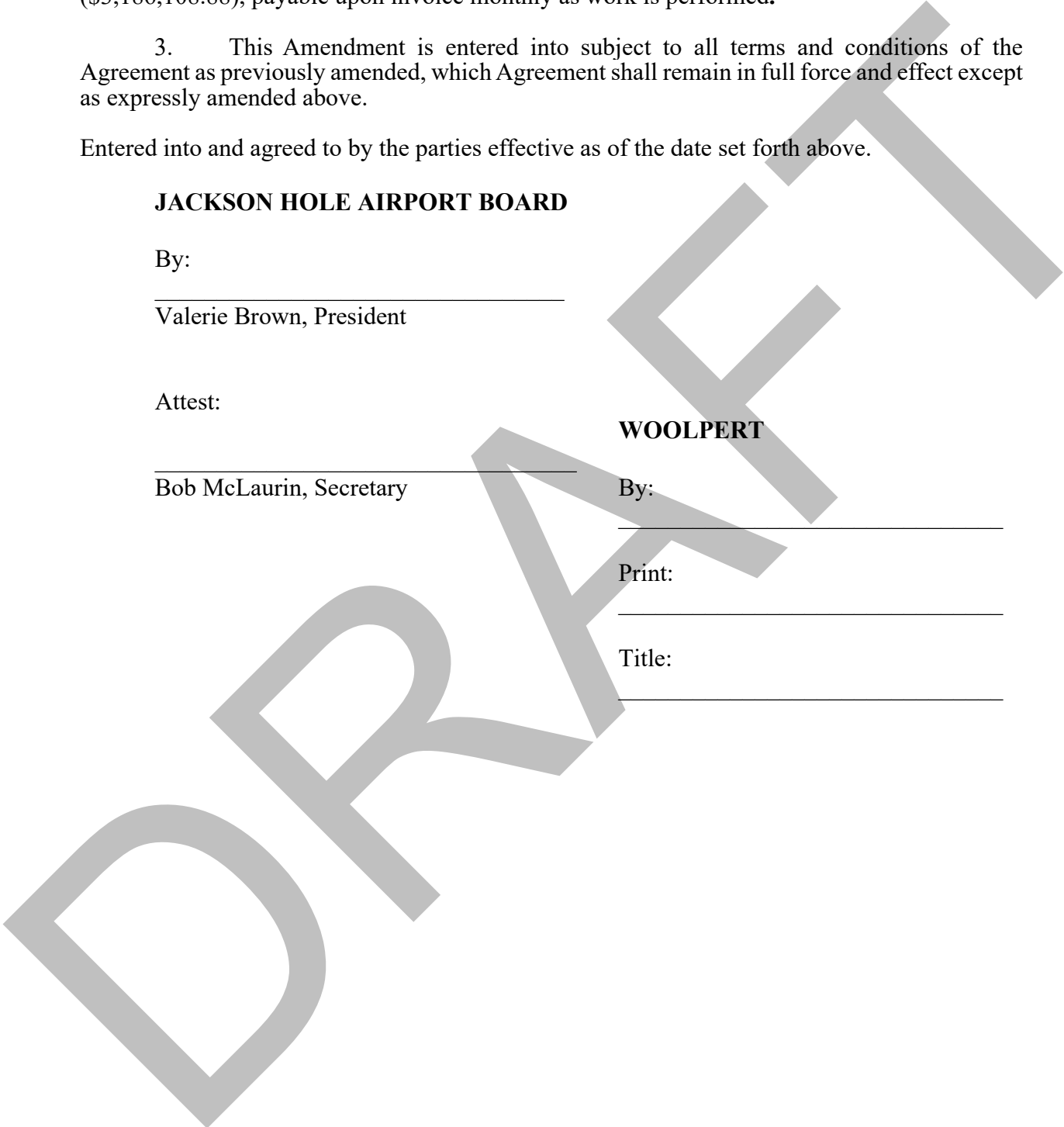
Bob McLaurin, Secretary

WOOLPERT

By: _____

Print: _____

Title: _____



**SCOPE OF WORK
FOR
JACKSON HOLE AIRPORT
Jackson, Wyoming
AIP Project No. AIP-3-56-0014-XX-2024
WYDOT Project No. AJA024D
Deice Pad and Collection System Improvements
Design and Construction Administration and Management**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and Woolpert, Inc., for providing professional services. For the remainder of this scope the Jackson Hole Airport is indicated as “Sponsor” and Woolpert, Inc., is indicated as “Engineer.” In addition, all staff listed are Aviation unless indicated otherwise. The construction budget for this project is approximately \$16,500,000.00 This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the Deice Pad and Collection System Improvements – Phase 2 Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

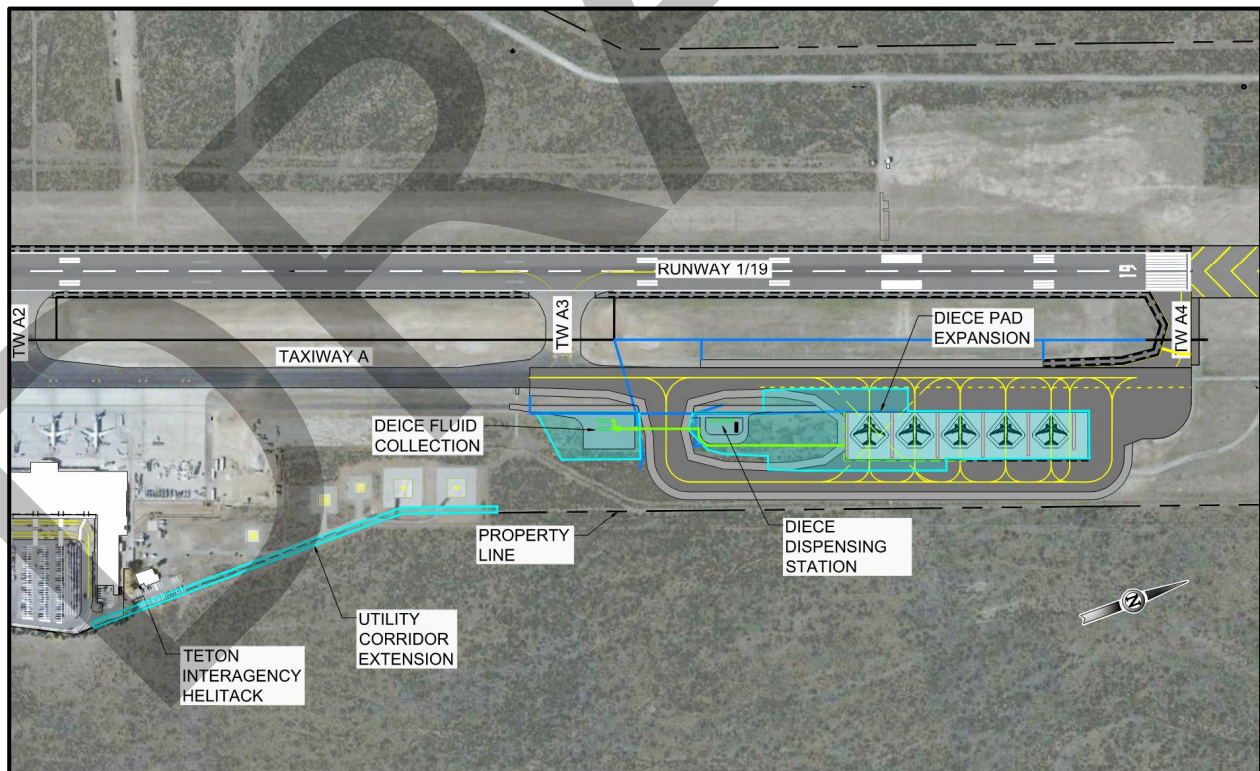


EXHIBIT NO. 1

DESCRIPTION

This project shall consist of increasing the existing deice pad length to the south by approximately 470 feet. This expansion will more than double the capacity of the existing deice pad and will bring it up to current FAA safety standards. Concrete and asphalt paving, grading, drainage, airfield electrical, an aircraft deicing collection system design, an aircraft deice dispensing station design, a utility corridor design, deice collection and dispensing system monitoring controls and design, and design of a portable deice command building design will be the main components of the project.

The proposed deice pad expansion will consist of portland cement concrete pavement placed over an aggregate base course. There will be asphalt tie-ins constructed on the east and west side of the deice pad expansion in order to tie this new pad into existing Taxiway A to the west and existing Taxiway B1 to the east. This pavement section will consist of bituminous asphalt placed over an asphalt stabilized base course which will sit on an aggregate base course. 30-foot paved shoulders will be constructed on the southern edge of the deice pad expansion as well as along the south side of the asphalt pavement tie-ins. Within the paved shoulders, an underdrain and electrical conduit, cable, and lighting will be completed. On the Taxiway A tie-in portion of the paved shoulders, slotted drains will be installed at the outer edge of the paved shoulder and at the edge of the full strength pavement. These slotted drains will capture storm water surface runoff and send it to the subsurface drainage system that discharges into the underground detention and filtration system on the south end of the airfield.

Trench drains will be installed around the perimeter of the new deice pad expansion as well as a portion of the existing deice pad in order to keep storm drainage runoff and aircraft deicing fluid runoff separated. The storm drain runoff collected will be sent to the subsurface drainage system that discharges into the underground detention and filtration system on the south end of the airfield. The runoff from aircraft deicing that is collected will be sent through subsurface pipe to be collected in two (2) 30,000 underground storage tanks. Periodically, these tanks will be pumped out and the collected runoff with aircraft deicing fluid will be trucked off site to a recycling facility.

The aircraft deicing runoff collection facility will consist of a trench drain on the south and east side of the deice pad that will capture flows and send them to collection tanks as described above. Prior to entering the tanks, the runoff will pass through a diversion structure, which during deicing season, will send the glycol-laden runoff to the two (2) underground storage tanks. During the non-deicing season, valves in the diversion structure will direct flows captured from storm events to the subsurface drainage system that discharges into the underground detention and filtration system on the south end of the airfield. A sand/oil interceptor will be installed between the diversion structure and the underground storage tanks to allow sand, sediment, and oil to be trapped and separated out of the deicing runoff collected. When full, the underground tanks will be pumped out using either a pump system that sits above the tank and sucks the collected runoff out into a tanker truck or by installing pumps in the bottom of the tanks to pump out the collected runoff into a tanker truck. This truck will then deliver the collected runoff to a recycling facility. The tanks and collection system will be set up in such a way that if future on-site treatment systems are developed that allow for this runoff to be treated on-site, the collected deice runoff can be sent there. All piping, electrical, communication, and controls for this system will also be included.

The deice station will consist of two (2) underground tanks for glycol – a 30,000 gallon tank for Type 1 glycol and a 12,000 gallon tank for Type 4 glycol. These tanks will feed automatic mixers that will sit on grade. These units will mix the glycol and water which will be fed through a hose to fill aircraft deicing trucks. Pumps will be required to deliver the glycol for the underground storage tanks to the on-grade deice mixers. All piping, electrical, communication, and controls for this system will also be included.

A portable deice command center/building will be included as part of this project. This portable facility will have the capability to be moved, as needed, for airport purposes. During deicing season, the building will be placed in its location near the deicing pad. This building will serve as a command center for aircraft deicing operations. As such, the building will have interior office space, a small break area, and a restroom that will have hookups for water and sewer. Communication and electrical lines will be provided to the building so that any information for monitoring and controlling the deice systems can be available from this facility. It is proposed that this building will sit on a concrete pad to the south of the deice pad during the deicing season. A structural engineer will be utilized to complete a design for the concrete pad.

Finally, monitoring and control for all of the various systems deicing systems, including the monitoring of tanks for leaks and fill levels, control of valves and pumps, as well as other types of monitoring and control will be completed. The intent is to provide for the monitoring and control of these systems remotely, possibly with locations for monitoring and controlling located in the ARFF building and the portable deice command building.

Approximately 8 acres will need to be topographically surveyed to determine the existing grades and infrastructure located within the project area. In addition, approximately 2 acres will need to be surveyed in order to development on-site embankment plans for excess native excavation that will be removed from the project site.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Pre-Construction Coordination Phase (CY 2025 and CY 2026), 5) Construction Administration Phase (CY 2025 and CY 2026), 6) Post-Construction Coordination Phase (CY 2025 and CY 2026), 7) On-Site Construction Coordination Phase or Field Engineering (CY 2025 and CY 2026), and Reimbursable Costs During Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including topographical survey for design, deice station mixing and delivery design support, structural design, utility design and engineering, future runoff treatment system analysis, quality assurance testing during construction, and post-construction pipe inspection. Parts A and B and the seven phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor, FAA, and WYDOT. Project understanding meetings with the Sponsor, FAA, and WYDOT will take place to discuss existing conditions, strategies and options, establish the proposed project/funding schedule, determine the feasibility of the proposed project and to establish the need for additional topographical surveying and/or geotechnical testing. Establishment of critical dates for the AIP schedule will be completed. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. Presentation material will be prepared by the Engineer for each meeting in order to provide an update on the progress of design, schedule, and any challenges or recommended design changes encountered during design. The Project Manager IV will take the lead in producing presentations while others will develop exhibits, drawings, technical analysis, or other material for the meetings. The Engineer will establish the agenda and prepare meeting minutes for each of the meetings. It is anticipated that there will be a minimum of five (5) meetings with the Sponsor, FAA, and WYDOT during the design effort. It is anticipated that one pre-design meeting will be two (2) hours in duration and four project coordination meetings will be one

(1) hour in duration. The Resident Construction Manager IV and Project Manager IV will attend meetings via teleconference.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete. The Engineer will also attend the Sponsor Board meeting where the Scope of Work and Fees are presented and to answer any questions in relation to the project. It is anticipated the Project Manager IV and the Resident Construction Manager IV will attend this board meeting which will be three (3) hours in duration.

1.03 Conduct Pre-Proposal Meeting with Design Subconsultants and Internal Staff. This task includes conducting a pre-proposal design meeting with the perspective design sub-consultants along with internal design staff that will be assisting with various design components of the project. This meeting will provide a high level overview of the project so that all parties understand the design intent of the project. This meeting will be attended by two (2) Project Manager IV's (one Aviation/one Water), a Resident Construction Manager IV, Project Manager III (Water), and two (2) Engineer II's (one Water/one Controls). It is anticipated that this meeting will be two (2) hours in length.

1.04 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.21.

1.05 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.06 Conduct Internal Project Meetings. The Engineer will conduct weekly internal project coordination meetings during the design effort with the internal design team consisting of the Project Manager IV, Resident Construction Manager IV, Engineer Designer II, Project Manager II, Engineer Technician III, and Project Coordinator. These meetings will monitor the progress of the project as well as address any questions, concerns, or design considerations/changes that arise. The proposed project schedule will be evaluated and any changes that need to be made in order to accommodate the schedule will be discussed. It is anticipated that these meetings will be one (1) hour in duration and that a total of sixteen (16) meetings will be held. An additional twenty (20) meetings will be conducted concurrently with Task 1.07 meetings.

1.07 Conduct Project Team Coordination Meetings. The Engineer will conduct bi-weekly project team meetings during the effort with the entire design team consisting of the staff mentioned in Task 1.06 as well as an Project Manager III (Water) and two (2) additional Engineer II's (one Water/one Controls) and all subconsultant representatives working on design elements of the project. It is anticipated that these meetings will be one and one-half (1.5) hours in duration and that a total of twenty (20) meetings will be held. Other engineering staff, such as another Project Manager IV (Electrical) and Project Manager IV (Water) will attend eight (8) and four (4) of these meetings respectively at various times throughout the project. The Project Manager IV will prepare an agenda for each meeting and the Project Coordinator II will prepare meeting minutes for each meeting.

1.08 Conduct Meetings with Wyoming Department of Environmental Quality (WDEQ). The Engineer will conduct coordination meetings with WDEQ to verify and discuss the proposed design and understand what permits and approval may be needed from WDEQ in relation to surface runoff capture and storage/treatment from the deice pad and the new deice dispensing station. The Project Manager IV, Resident Construction Manager IV, Project Manager II, and Planner III will attend these meetings. It is anticipated that these meetings will be one (1) hour in duration and that a total of three (3) meetings will be held. The Engineer will prepare an agenda and produce meeting minutes for each of these meetings.

1.09 Conduct Meetings with National Park Service (NPS). The Engineer will assist the Sponsor preparing for meetings that will be held with the National Park Service (NPS) by producing and reviewing any presentations, producing exhibits, drawings, or other material that may be needed during these meetings. The Project Manager IV will take the lead in producing presentations while others will develop exhibits, drawings or other material for the meetings. It is anticipated that there will be three (3) meetings held during the design effort with the NPS. One meeting will be a project discovery meeting to discuss the proposed upcoming project with the NPS. It is anticipated that this meeting will be held via teleconference and the Resident Construction Manager IV, Project Manager IV, and Planner III will attend. The second meeting will be a presentation meeting to the NPS that provides details that will be needed in order to move forward with any environmental compliance that may be required. It is anticipated that this meeting will be attended by the Resident Construction Manager IV with the Project Manager IV and Environmental Planner III attending via teleconference. The final meeting will take place prior to bidding to ensure the NPS is acceptable of final locations of haul routes, contractor staging/batch plant locations, and material storage locations. It is anticipated that the Resident Construction Manager and Project Manager will attend this meeting via teleconference. It is anticipated that each of these meetings will be two (2) hours in duration. The Engineer will prepare all presentation materials/exhibits along with an agenda for the meetings and produce meeting minutes for each of the meetings.

1.10 Conduct Coordination Meetings with Teton Interagency Helitack. The Engineer will conduct coordination meetings with the Teton Interagency Helitack to discuss construction that may impact the helitack, such as the installation of the utility corridor from the entrance of the helitack to the expanded deice pad. It is anticipated that there will be three (3) three meetings with the Teton Interagency Helitack

that will last for two (2) hours each. It is anticipated that these meetings will be attended by the Resident Construction Manager IV and Project Manager IV via teleconference. The Engineer, led by the Project Manager IV with support from other staff, will produce presentation material for proposed construction, evaluation of impacts to the helitack, and other items for the meetings. The Engineer will also prepare agendas and produce meetings minutes for each meeting.

1.11 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

1.12 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area, and scheduling a time for the survey to be completed. Negotiating with the survey firm for a cost to perform the work and providing an on-site representative of the Engineer during the survey is also included in this task. During design, the need may arise to verify other existing survey information or to extend the limits of the survey.

1.13 Coordinate Structural Design. This task includes preparing the requirements for the structural design elements of the project, including the concrete slab for the portable deice command building, the concrete slabs that will site over the subsurface storage tanks for aircraft deice runoff and glycol storage. and other miscellaneous structural design that may be required. Negotiating with the structural engineering firm for a cost to perform the work is also included in this task.

1.14 Coordinate Utility Design. This task includes preparing the requirements to provide engineering and design for utility corridor that will run just inside the airport perimeter fence and adjacent to the Teton Interagency Helitack. Negotiating with the utility design firm for a cost to perform the work is also included in this task.

1.15 Coordinate Various Deicing Systems Monitoring and Controls Design. This task includes preparing the requirements to provide a complete design for the various deicing systems (collection and dispensing) that will be installed with the expanded deice pad. Negotiating with the monitoring and controls system design firm or internal Woolpert staff for a cost to perform the work is also included in this task.

1.16 Coordinate Future Surface Runoff Treatment System Preliminary Analysis. This task includes preparing the requirements to complete a preliminary analysis and report related to the future surface runoff treatment system to explain how this system will provide a secondary cleaning of the stormwater collected that contains residual aircraft deicing products. Negotiating with the subject matter expert (SME) for a cost to complete this work is also included in this task.

1.17 Coordinate Utility Service (Installation/Relocation) with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary. It is anticipated that there will be three (3) meetings that will last for one (1) hour each and be attended by the Resident Construction Manager IV, the Project Manager IV, and a Project Manager IV (Electrical). The Engineer will prepare agendas and produce meeting minutes for each of these meetings.

1.18 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.19 Prepare Environmental Documentation. The FAA determined that a Categorical Exclusion (CATEX) applies according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved on August 19, 2020, through a documented CATEX completed under AIP 3-56-0014-063-2020. The environmental conditions and scope of the project have had some minor changes in project limits and disturbance areas since original environmental determination. The environmental exhibit created as part of the previously approved CATEX will be updated for accuracy and referenced throughout this project.

It is anticipated that updates due to additional areas of disturbance around the proposed project site will be included. This includes showing the additional area on the original CATEX exhibit and coordinating the re-evaluation of this area with the FAA and GTNP. It is anticipated that there will be one (1) meeting to discuss the additional areas included in the project for re-evaluation and to understand what the FAA and/or GTNP may need to approve these areas environmentally. It is anticipated this meeting will be two (2) hours in duration and that the Project Manager IV, Resident Construction Manager IV, and Planner III will attend. The Engineer will create the agenda and complete minutes for this meeting. Any additional environmental documentation required for the project by GTNP outside of the CATEX, such as nesting bird surveys or native sage disturbance areas, will also be completed under this task.

1.20 Prepare Disadvantaged Business Enterprise (DBE) Goal. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

1.21 Prepare Quarterly Performance Reports – Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the Sponsor. The Engineer will assist the Sponsor in managing grant activities to ensure compliance with applicable Federal requirements. The Engineer will submit a quarterly performance report while the grant is active. It is estimated there will be two quarterly performance reports completed during the design phase of this project.

1.22 Manage BlackCat Files. This task includes managing BlackCat Files for the Sponsor. The Engineer will ensure all documentation necessary for the project, including scope of work, record of negotiations, grant applications, etc. are uploaded into BlackCat throughout the duration of the Project.

TASK 1 DELIVERABLES	TO GTNP/WDEQ	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting		✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓	✓
1.04 Preliminary Cost Estimate		✓	✓
1.05 Design Schedule, PSR, and Monthly Invoicing		✓	✓
1.08 WDEQ Presentation Material, Agenda, and Minutes	✓		✓
1.09 NPS Presentation Material, Agenda, and Minutes	✓		✓
1.17 Utility Coordination Meetings, Agenda, and Minutes			✓
1.18 Federal Grant Application		✓	✓
1.19 Environmental Documentation	✓	✓	✓
1.20 DBE Goal		✓	✓
1.21 Quarterly Performance Reports			✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meetings and Project Coordination/Update Meetings Through Design	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV and one (1) Project Manager IV Assume Two (2) hours via teleconference for pre-design meeting (1 meeting) Assume One (1) hour via teleconference for project coordination/update meetings (4 meeting)
1.02 Prepare Project Scope of Work and Contract – Attend Airport Board Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV and one (1) Project Manager IV Assume Three (3) hours via teleconference for JAC Airport Board Meeting meeting (1 meeting)
1.03 Pre-Proposal Meeting	<ul style="list-style-type: none"> • Denver, CO Two (2) Project Manager IV's (one Aviation/one Water), one (1) Resident Construction Manager IV, one (1) Project Manager III (Water), and two (2) Engineer II's (one Water/one Controls). Assume Two (2) hours via teleconference (1 meeting)

<p>1.06 Internal Project Meetings</p>	<ul style="list-style-type: none"> Denver, CO One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Engineer Designer II, one (1) Project Manager II, one (1) Engineer Technician III, and one (1) Project Coordinator Assume One (1) hour via teleconference (16 meetings)
<p>1.07 Project Team Meetings</p>	<ul style="list-style-type: none"> Denver, CO One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Engineer Designer II, one (1) Project Manager II, one (1) Engineer Technician III, two (2) Engineer II's (one Water/one Controls), one (1) Project Manager III (Water), and one (1) Project Coordinator Assume One and one-half (1.5) hours via teleconference (20 meetings) One (1) Project Manager IV (Electrical – 8 meetings) One (1) Project Manager IV (Water – 4 meetings) Assume One and one-half (1.5) hours via teleconference
<p>1.08 WDEQ Meetings</p>	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Project Manager II, and one (1) Planner III Assume One (1) hour via teleconference for each meeting (3 meetings)
<p>1.09 NPS Meetings</p>	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, and one (1) Planner III Assume Two (2) hours via teleconference for each meeting (2 meetings) Jackson, WY One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume Two (2) hours via teleconference for each meeting (1 meeting)
<p>1.10 Teton Interagency Helitack Meetings</p>	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and one (1) Project Manager IV Assume Two (2) hours via teleconference or each meeting (3 meetings)
<p>1.17 Utility Coordination Meetings with Local Utility Companies</p>	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, and one (1) Project Manager IV (Electrical) Assume One (1) hour via teleconference for each meeting (3 meetings)

1.19 GTNP/FAA Environmental Meeting	<ul style="list-style-type: none">• Jackson, WY One (1) Project Manager IV , one (1) Resident Construction Manager IV, and one (1) Planner III Assume Two (2) hours via teleconference for each meeting (1 meetings)
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2.0 Design Phase

2.01 Design Kickoff Meeting/Site Visit. A meeting will be held on-site at JAC Airport with members for the design team and the subconsultants to examine existing site conditions, understand existing utilities and equipment, and meet with JAC airport staff. During this kickoff meeting/site visit the additional tasks will be accomplished:

- Understanding the size, portability, facilities, utilities, equipment and features desired by the Sponsor for the Deice Command Center Facility
- Understanding the requirements, utilities, equipment, features, and function desired by the Sponsor for the Deice Dispensing Station
- Understanding the requirements, utilities, equipment, features, and function desired for the deice collection and deice dispensing systems monitoring and controls
- Understanding the various pump requirements for water and glycol for the portable deice command facility and deice dispensing station
- Understanding the pump requirements for the aircraft deice runoff collection system

It is expected that the design kickoff meeting and site visit will be completed over two (2) days in addition to one (1) or two (2) full days of travel depending on origination of trip. It is anticipated that the Project Manager IV, Resident Construction Manager IV, Project Manager III (Water), and two (2) Engineer II's (one Water/one Controls) will be in attendance for this meeting/site visit. The Project Manager IV will take the lead, supported by other staff, in producing exhibits for the meeting. In addition, the Engineer will produce a kick-off meeting agenda as well as product meeting minutes for this meeting.

2.02 Analyze Topographic Survey Data. This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- Input raw survey data into AutoDesk Civil 3D to sort data into the Engineer's standard layers for efficient analysis.
- Verify surveyor horizontal and vertical control.
- Verify survey data from as-built conditions.
- Sort all data points by layers and descriptions for computer modeling.
- Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- Generate three-dimensional contour model from TIN surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.03 Analyze Geotechnical Investigation Data. This task includes analyzing the previously performed geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine on-site sources and quantities of suitable material for embankment.

- Determine appropriate data for benching design.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.
- Coordinate with Structural Engineer on geotechnical findings.

2.04 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed in accordance with FAA Advisory Circular (AC) 150/5335-5 (Current Edition), *Standardized Method of Reporting Airport Pavement Strength – PCR*, to determine the deice apron PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

It is anticipated that five (5) different pavement designs will need to be prepared for the following areas:

- Deice Apron Concrete Pavement (Aircraft Rated)
- Taxiway/Taxilane Asphalt Pavement Tie-In (Aircraft Rated)
- Taxiway/Taxilane Asphalt Paved Shoulders
- Asphalt Vehicle Service Road
- Deice Runoff Collection Area and Aircraft Deice Dispensing Area (Concrete or Asphalt)

2.05 Review Structural Design Features. Using the existing geotechnical investigation, the Structural Engineer will analyze the data to provide design for the following tasks:

- Structural design for the concrete slab for the portable deice command building.
- Structural design for the concrete slabs that will be placed over the underground deice runoff collection tanks and glycol storage tanks.

The Engineer will hold discussions with the Structural Engineer to assure that all design elements are thoroughly considered and implemented.

2.06 Coordinate with Underground Tank Manufacturers and Prepare Tank Design. This task includes coordinating with various underground tank manufacturers to compare tank features, understand cost, and complete a design that meets the intent of the Sponsor. It is anticipated that meetings will be held with multiple tank manufacturers to determine which tank best meets the requirements of the project, including all requirements for Buy American.

2.07 Coordinate with Pump Manufacturers and Prepare Pump Design. This task includes coordinating with various pump manufacturers to compare pump features and operating requirements, understand cost, and complete a design that meets the intent of the Sponsor. It is anticipated that meetings will be held with multiple pump manufacturers to determine which pumps best meet the requirements of the project, including all requirements for Buy American.

2.08 Coordinate with Valve Manufacturers and Prepare Valve Design. This task includes coordinating with various valve manufacturers to compare valve features and operating requirements, understand cost, and complete a design that meets the intent of the Sponsor. It is anticipated that meetings will be held with multiple valve manufacturers to determine which valves best meet the requirements of the project, including all requirements for Buy American.

2.09 Coordinate with Sponsor IT to Integrate Control and Monitoring Systems Design. This task includes coordinating with the Sponsor's IT department to understand the existing control systems as well as the requirements and components needed in order to integrate the various deicing systems (collection and dispensing) into the current virtual platform. It is anticipated that multiple meetings will be held with the Sponsor's IT staff to complete the design and integration of the new deicing systems monitoring and controls.

2.10 Coordinate with Portable Building Manufacturers and Prepare Requirements for Deice Building. This task includes coordinating with various portable building manufacturers to compare building features and designs, understand cost, and complete requirements for the portable deice command building that meet the intent of the Sponsor. It is anticipated that meetings will be held with multiple portable building manufacturers to determine which facilities best meet the requirements of the project, including all requirements for Buy American.

2.11 Develop On-Site Grading Plans. This task includes developing potential on-site embankment area grading plans to place excavated material from the project site. It is anticipated two to three different grading options will be developed during this task. Aerial photography and survey will be used to develop the grading plans and associated quantities for all potential embankment area(s).

2.12 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.13 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage

rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.14 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor’s normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.15 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	7
Sheet Layout Plan	1
Survey Control Plan	1
Geotechnical Investigation Plan and Soil Boring Information	7
Safety Notes	1
Construction Layout Plan	2
Construction Phasing Plan	7
Construction Haul Routes and Signage Plan	1
Environmental Requirements and Details	1
Demolition Plan	12
Geometric Layout Plan	12
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	12
On-Site Embankment Plan	1
Pavement Spot Elevation	6
Joint Layout Plan	4
Joint Details	1
Typical Sections	3
Pavement Marking Plan/Details	8
Drainage Plan and Profile/Details	15
Seeding and Erosion Control Plan/Details	5
Utility Layout Plan/Details	12
Underground Tank Layout/Details	6
Deice Dispensing Station Layout/Details	8
Underground Pump/Valve Layout and Details	6
Portable Deice Facility Layout/Details	3
Deice Systems Control and Monitoring Layout/Details	8
Electrical Demolition Plan	6
Electrical Layout Plan	12

Electrical Details	5
Total Sheet Count	175

2.16 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-208 Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-501 Cement Concrete Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements
- Item P-606 Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-702 Slotted Drains
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-905 Topsoil
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Section 26 0519 Low-Voltage Electrical Power Conductors and Cables
- Section 26 0526 Grounding And Bonding for Electrical Systems
- Section 26 0529 Hangers And Supports for Electrical Systems
- Section 26 0534 Conduit
- Section 26 0537 Boxes
- Section 26 0553 Identification for Electrical Systems

- Section 26 2200 Low Voltage Transformers
- Section 26 2416 Panelboards
- Section 26 2701 Electrical Service Entrance
- Section 26 2716 Electrical Cabinets And Enclosures
- Section 26 2726 Wiring Devices
- Section 23 11 15 Fiberglass Reinforced Plastic Underground Tanks

Wyoming Public Works

- Section 01010 Summary of Work
- Section 01340 Submittals
- Section 02220 Trench Excavation
- Section 02225 Trench Backfill
- Section 02665 Water Distribution and Transmission
- Section 02670 Hydrostatic Testing
- Section 02671 Water Well and Pumps
- Section 02675 Disinfection
- Section 02700 Sanitary Sewer Systems
- Section 02896 Pipeline Insulation

2.17 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, Instruction Manuals, Construction Closeout, and clauses specific to Jackson Hole Airport and Grand Teton National Park..

2.18 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*. The design of the drainage system for the deice pad expansion and deice collection system will include two independent trench drains, one to collect storm runoff containing glycol that is collected from the deice pad, and one to collect regular storm runoff before it enters the deice pad. In addition, there will be the design of a storm system to collect the runoff containing glycol and transport it to the two underground storage tanks as well as a storm drain system that can collect regular storm runoff during the non-deicing aircraft seasons.

2.19 Produce Drainage Report for Wyoming Department of Environmental Quality (WDEQ). This task will include producing exhibits and a report that focuses on the overall drainage improvements for this project and how they fit into the overall surface runoff capture system and on-site stormwater detention systems at JAC. This report will be necessary for any permits that WDEQ will require for the aircraft deice collection system and/or stormwater surface runoff collection system.

2.20 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, utilities, construction dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will

assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.21 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.22 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.23 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.23 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.24 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.25 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design. In addition, reviews of design documents will take place by internal staff working on the project at the 60% and 90% stages to ensure the design intent of the project is being met.

2.26 Prepare and Submit 60% Review Documents to GTNP. At the 60% design stage, plan drawing documents will be prepared and submitted to GTNP for internal review comments from the NPS. Comments received from GTNP will be incorporated to the greatest extent as long as the design intent of the project and FAA Safety criteria and standards are not compromised.

2.27 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will

be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer’s in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.28 Prepare and Submit 100% Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report. A final set of Construction Plans (11” x 17”), Specifications, Contract Documents, and the Engineer’s Design Report will be prepared and submitted to the Sponsor, WYDOT, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided. The FAA will provide the authority for the Sponsor to advertise the project after submission of the 100% design documents.

2.29 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

TASK 2 DELIVERABLES	TO GTNP/WDEQ	TO FAA/STATE	TO SPONSOR
2.04 Proposed Pavement Design		✓	✓
2.13 Preliminary Contract Documents for Sponsor’s Review			✓
2.14 CSPP at 30% and 95% Complete		✓	✓
2.19 Drainage Report for WDEQ	✓		
2.24 Modifications of Standards to FAA Website		✓	✓
2.25 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report		✓	✓
2.26 60% Plan Drawings to GTNP	✓		
2.28 IFC Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report		✓	✓
2.29 Airfield Signing and Marking Plan		✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Design Kickoff/Site Visit.	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Project Manager III (Water), and two (2) Engineer II’s (one Water/one Controls) Assume Two (2) full days for design kickoff and site visit Assume One (1) full day of travel from Denver, CO to Jackson, WY and Three (3) overnight stays for Project Manager IV Assume Two (2) Full days of travel to/from Atlanta, GA to Jackson, WY and Three (3) overnight stays for Project Manager III (Water) and two (2) Engineer II’s (one Water/one Controls)

<p>2.25 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.</p>	<ul style="list-style-type: none"> • Jackson, WY One (1) each Resident Construction Manager IV and Project Manager IV for 30% and 60% review Assume Four (4) hour via teleconference (2 meetings) • Jackson, WY One (1) each Resident Construction Manager IV and Project Manager IV for 90% plans-in-hand review Assume One (1) day for 90% review Assume One (1) full day of travel to/from Denver, CO to Jackson, WY and One (1) overnight stay for Project Manager IV
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3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) with the Sponsor.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. It is anticipated that this meeting will be three (3) hours in duration with additional time for preparation required.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If

rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV and one (1) Resident Construction Manager IV for in-person attendance Assume two (2) full days for pre-bid preparation, meeting, and travel for Project Manager IV Assume travel to/from Denver, CO to Jackson, WY with one (1) overnight stay for Project Manager IV • One (1) Project Manager IV (Electrical), One (1) Project Manager II, One (1) Project Manager IV (Water), one (1) Project Manager III (Water) and two (2) Engineer II's (one Water/one Controls) for three (3) hours for virtual attendance of pre-bid meeting.
3.05 Attend Bid Opening	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV One (1) Project Manager IV (virtual) Assume one (1) hour for bid opening

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the Pre-Construction Coordination Phase, Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase, (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the proposed topographical survey for design, deice fluid dispensing station support, structural design, quality assurance testing during construction, post-construction pipe inspection, and future runoff treatment system planning and preliminary engineering.

4.0 Pre-Construction Coordination Phase (CY 2025 and CY 2026)

4.01 Coordinate and Attend Meetings with the Sponsor, FAA, and WYDOT. Meetings with the Sponsor, FAA, and WYDOT will take place to discuss potential funding strategies, determine the timing of the proposed project, and discuss potential project updates, including any construction phasing revisions, Schedule awards, etc. It is anticipated that there will be one meeting in CY 2025 and up to two meetings in CY 2026 with the Sponsor, FAA, and WYDOT for the pre-construction coordination phase.

4.02 Prepare Federal Grant Application(s). This task consists of preparing federal grant application(s). The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing. Up to four (4) grant applications will be completed for this project, including:

- FY 2025 BIL AIG grant funds.
- FY 2025 Entitlement grant funds.
- FY 2026 Entitlement grant funds.
- FY 2026 Discretionary grant funds.

4.03 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction. There will be at least two (2) submittals of the 7460 for construction in CY 2025 and CY 2026, one for each construction season.

4.04 Review Material Submittals Prior to Construction Start. It is anticipated that the contractor will submit materials for use on the project for approval prior to the start of construction. The Engineer will review any construction submittals for items the Contractor is proposing to use on the construction projects in CY 2025 and CY 2026. It is assumed that these activities will take place in March-April 2025 and again during January-May 2026. This will especially be true for long lead item products that will be used on the project, such as underground tanks, pumps, valves, slotted drains, and various electrical components. During this time, it is anticipated that the Project Manager IV, Project Manager IV (Electrical) Resident Construction Manager IV, Project Manager II, Project Manager III (Water), Engineer II (Water,

and Engineer II (Controls) will spend time each week providing material submittal review and inspection of material that is hauled to the site.

4.05 Perform Pre-Construction Survey Design Verification. It is anticipated that there will be design revisions required once the pre-construction verification survey is completed and provided for review. Generally, design changes are in areas where the proposed design for pavement is tied to existing pavement grades. The redesign will likely impact proposed grades and tie in locations to existing pavement. Anticipated plan sheets affected include grading and drainage sheets (4 total), pavement spot elevation sheets (4 total), and drainage profile sheets (4 total). The following tasks will be included:

- ➔ Input raw survey data into AutoDesk Civil 3D to sort data into the Engineer’s standard layers for efficient analysis.
- ➔ Verify surveyor horizontal and vertical control between previous existing survey and pre-construction survey.
- ➔ Sort all data points by layers and descriptions for computer modeling.
- ➔ Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- ➔ Generate three-dimensional contour model from TIN surface model.
- ➔ Compare previous existing survey data use during the design and the pre-construction survey to verify any differences.
- ➔ Update design, as required, based upon updated survey data.
- ➔ Reissue affected plan sheets in the Issued for Construction documents for Schedules II-V.

4.06 Perform Construction Documents Review by Field Staff. Prior to construction start, each field staff member (excluding the Resident Construction Manager IV) will review the construction documents in preparation for the project.

4.07 Conduct Pre-Construction Coordination Meetings. Pre-Construction coordination meetings will be held with the Sponsor, the Contractor, the Teton Interagency Helitack, the Air Traffic Control Tower, and other stakeholders in order to review construction details and timing and to answer any questions that may arise. It is anticipated that there will be up to six (6) meetings held for pre-construction purposes that will last for one (1) hour each. It is anticipated that two (2) of these meetings will be held in CY 2025 and four (4) of these meetings will be held in CY 2026. The Resident Construction Manager IV, Project Manager IV, and Project Coordinator II will attend these meetings as well as produce agendas and meeting minutes for each meeting.

TASK 4 DELIVERABLES	TO GTNP/ WQEQ	TO FAA/STATE	TO SPONSOR
4.02 Federal Grant Application(s)		✓	✓
4.03 FAA Form 7460		✓	

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Sponsor/FAA/WYDOT Funding Strategy and Construction Phasing/Timing Meetings	<ul style="list-style-type: none"> • Jackson, WY (CY 2025) One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume Two (2) hour via teleconference (1 meeting)

4.01 Sponsor/FAA/WYDOT Funding Strategy and Construction Phasing/Timing Meetings (Cont'd)	<ul style="list-style-type: none"> • Jackson, WY (CY 2026) One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume Two (2) hour via teleconference (2 meetings)
4.07 Pre-Construction Coordination with Stakeholders	<ul style="list-style-type: none"> • Jackson, WY (CY 2025) One (1) Project Manager IV, one (1) Resident Construction Manager IV, and one (1) Project Coordinator II Assume One (1) hour via teleconference (2 meetings) • Jackson, WY (CY 2026) One (1) Project Manager IV, one (1) Resident Construction Manager IV, and one (1) Project Coordinator II Assume One (1) hour via teleconference (4 meetings)

5.0 Construction Administration Phase (CY 2025 and CY 2026)

5.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding. In addition, any Schedules of work or items not awarded will be identified in the Construction Plans and Contract Documents and noted as Not In Contract.

It is assumed that each of these documents listed above will be produced for each construction year in CY 2025 and CY 2026.

5.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. At this time, it is assumed that there will be a 60 calendar construction project in CY 2025 and a 100 calendar day project in CY 2026 for which Project Coordination will be required. These duties include:

- ➔ Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- ➔ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ➔ The Project Manager will review progress reports weekly and monthly.
- ➔ Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance

- with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
 - Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
 - Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
 - The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

5.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

5.04 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

5.05 Assist with FAA Safety Risk Management. The Engineer will assist the Sponsor at the FAA Safety Risk Management (SRM) meetings. The Engineer will assist with developing, reviewing and determining final recommendations for potential safety risks associated with the project. The Engineer will also assist with the close-out of the SRM report, including updating the plans and contract documents as determined necessary through the SRM process.

5.06 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct two pre-construction meetings, one in CY 2025 and one in CY 2026 to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of these meetings, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

It is anticipated that for CY 2025 representatives of the Engineer attending in person will include the Resident Construction Manager IV and Project Manager IV and for CY 2026 representatives of the Engineer will include the Resident Construction Manager IV, Project Manager IV, Construction Manager II, and Engineer II (Controls). One (1) Engineer II (Water), one (1) Project Manager III (Water), and one Project Manager IV (Electrical) will attend via teleconference in CY 2026.

5.07 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the

stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

An initial Construction Management Plan will be completed for the CY 2025 construction and will later be updated to include all requirements for the CY 2026 construction.

5.08 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

Two SPCD documents will be reviewed by the Engineer, one for the CY 2025 construction and one for the CY 2026 construction.

5.09 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer in person will include a Resident Construction Manager IV and a Construction Manager II, while a Project Manager IV will attend via teleconference. Paving operations will not be permitted prior to this meeting's occurrence. This meeting will occur prior to the CY 2026 construction when paving will occur on the deice pad and surrounding areas.

5.10 Attend Weekly Construction Meetings. The Project Manager IV will attend weekly construction meetings via teleconference throughout the CY 2025 and CY 2026 construction. In addition, an Engineer II and another senior Construction Manager IV will attend some weekly meetings via teleconference. It is estimated that the Project Manager IV will be required to attend a total of twenty-four (24) weekly meetings, the Engineer II (Controls) will attend a total of eight (8) meetings, and the senior Construction Manager IV will attend a total of four (4) weekly meetings.

5.11 Perform Site Visits During Construction. The Project Manager IV shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager IV will make up to two (2) site visits to the project during CY 2025 construction and three (3) site visits during CY 2026 construction. It is assumed that each of these site visits will be three days in duration, including travel. In addition, during CY 2026, an Engineer II (Water) will make an on-site visit and it will be four (4) days in duration, including travel. Another Engineer II (Controls) will make an on-site visit and it will be

six (6) days in duration, including travel. Finally, a Project Manager III (Water) will make an on-site visit and it will be four (4) days in duration, including travel.

5.12 Provide Support for Control System Integration. The Engineer II (Controls) will provide support for the installation and implementation and of the deice collection system and deice dispensing station control systems equipment and programming. In addition, the Engineer II (Controls) will provide real-time support during the testing and validation phase for the control systems to ensure the systems are operating as required based upon the design intent. It is anticipated that during construction and installation of the control systems, multiple clarifications, questions, or problem solving meeting and discussions will occur between the Contractor and the Engineer. It is anticipated that the testing and validation of the controls systems for the various pieces of equipment will take two (2) days to complete. All of this support will be provided remotely, through teleconference meetings, video conferencing, or other means available.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
5.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
5.02 Monthly Invoice and Monthly PSR	✓	✓
5.02 Weekly/Monthly Reports	✓	✓
5.02 Quarterly Performance Reports	✓	✓
5.02 Change Orders/Supplemental Agreements	✓	✓
5.05 Assist with SRM Meeting Minutes and Documents	✓	✓
5.06 Pre-Construction Agenda and Meeting Minutes	✓	✓
5.07 Construction Management Plan	✓	✓
5.08 Review and Approval of SPCD and Final SPCD	✓	✓
5.09 QA/QC Workshop Meeting Minutes	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.05 FAA Safety Risk Management Meetings	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume one meeting (8 hours) via teleconference
5.06 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> Jackson, WY (CY 2025) One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume full day meeting and site visit (1 meeting) Assume One (1) full day travel to/from Denver, CO to Jackson, WY with one (1) overnight stay for Project Manager IV

<p>5.06 Conduct Pre-Construction Meeting (Cont'd)</p>	<ul style="list-style-type: none"> • Jackson, WY (CY 2026) One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Construction Manager II, and one (1) Engineer II (Controls) Assume full day meeting and site visit (1 meeting) Assume One (1) full day travel to/from Denver, CO to Jackson, WY with one (1) overnight stay each for Project Manager IV and Construction Manager II Assume Two (2) full day travel to/from Atlanta, GA to Jackson, WY with two (2) overnight stays for Engineer II (Controls). <p>One (1) Engineer II (Water), (One (1) Project Manager III (Water), and One (1) Project Manager IV (Electrical) for three (3) hours for virtual attendance.</p>
<p>5.09 Attend QA/QC Workshop</p>	<ul style="list-style-type: none"> • Jackson, WY (CY 2026) One (1) each Resident Construction Manager IV and one (1) Construction Manager II Assume four (4) hours for meeting (1 meeting) Assume Project Manager IV will attend via teleconference.
<p>5.10 Attend Weekly Construction Meetings</p>	<ul style="list-style-type: none"> • Jackson, WY (CY 2025) <u>One (1) Project Manager IV</u> Assume One (1) hour meeting via teleconference for each meeting (8 meetings) • Jackson, WY (CY 2026) <u>One (1) Project Manager IV</u> Assume One (1) hour meeting via teleconference for each meeting (16 meetings) <u>One (1) Engineer II (Controls)</u> Assume One (1) hour meeting via teleconference for each meeting (8 meetings) <u>One (1) Senior Construction Manager IV</u> Assume One (1) hour meeting via teleconference for each meeting (4 meetings)
<p>5.11 Perform Site Visits During Construction</p>	<ul style="list-style-type: none"> • Jackson, WY (CY 2025) <u>One (1) Project Manager IV</u> Assume three (3) full days for each site visit, including travel (2 site visits) Assume travel to/from Denver, CO to Jackson, WY with two (2) overnight stay for Project Manager IV for each site visit

<p>5.11 Perform Site Visits During Construction (Cont'd)</p>	<ul style="list-style-type: none"> • Jackson, WY (CY 2026) <u>One (1) Project Manager IV</u> Assume three (3) full days for each site visit, including travel (3 site visits) Assume travel to/from Denver, CO to Jackson, WY with two (2) overnight stay for Project Manager IV for each site visit <u>One (1) Engineer II (Water)</u> Assume four (4) full days for each site visit, including travel (1 site visit) Assume travel to/from Atlanta, GA to Jackson, WY with three (3) overnight stay for Engineer II for site visit <u>One (1) Engineer II (Controls)</u> Assume six (6) full days for each site visit, including travel (1 site visit) Assume travel to/from Atlanta, GA to Jackson, WY with five (5) overnight stay for Engineer II for site visit <u>One (1) Project Manager III (Water)</u> Assume four (4) full days for each site visit, including travel (1 site visit) Assume travel to/from Atlanta, GA to Jackson, WY with three (3) overnight stay for Engineer II for site visit
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6.0 Post-Construction Coordination Phase (CY 2025 and CY 2026)

6.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA and WYDOT for review and approval.

Separate Final Testing Reports will be completed and submitted for FAA and WYDOT review and approval for both CY 2025 and CY 2026 construction projects.

6.02 Perform As-Built Aeronautical Survey Data Collection and Final Surveys: The Engineer will complete an as-built survey and submit the required as-built data to the FAA Airports Data and Information Portal (ADIP) website as outlined in the following guidance:

- ➔ FAA Advisory Circular 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- ➔ FAA Advisory Circular 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys.*
- ➔ FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*

The Engineer shall collect as-built survey of the deice pad and taxiway elements effected this project as well as collect as-built imagery for submission to ADIP. The Engineer will perform an as-built survey that includes the following tasks:

- Initiate and complete an AGIS Project within the Airport Data and Information Portal (ADIP). A Safety-Critical Data Collection, Not Including Design Data survey project will be created.
 - Develop and submit the Project SOW
 - Develop and submit an Imagery Plan
 - Develop and submit a Survey and Quality Control Plan
- Establish or validate airport Geodetic Control. It is assumed that the existing PACS and SACS at the airfield are in good condition and can be verified. If it is determined the PACS and SACS are lost and/or disturbed, Temporary Survey Marks (TSMs) will be established in accordance with -16B and utilized as the basis of control for this project.
 - Perform, document, and report the tie to National Spatial Reference System (NSRS)
 - Document control features requiring digital photographs
 - Document control features requiring sketches
- Establish photogrammetric control and collect stereo imagery covering the extents of airport property.
 - Estimated 5 control points and 5 check points.
 - Collect imagery with a 6" ground sample distance (GSD), flight layout will be provided.
- Geo-referencing of aerial photography
- Prepare a 6" pixel resolution ortho-rectified aerial photo from collected imagery covering the extent of airport property.
- Field verify the extents of as-constructed taxiway and taxilane connector pavement outline.
- Collect Safety Critical only elements as required:
 - Taxiway Intersection
 - Apron (De-ice pad area)
- Develop and submit a final project report.
- Develop and submit an imagery acquisition report.

The As-Built Survey shall be completed by, or under the direct supervision of, a Professional Land Surveyor licensed in the State appropriate State and/or jurisdiction.

6.03 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

A Clean-up Item List will be required for both the CY 2025 and CY 2026 construction.

6.04 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), and WYDOT (if available) shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA and WYDOT prior to final inspection.

6.05 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA and WYDOT electronically.

6.06 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

A Preliminary Construction Report will be completed for the CY 2025 construction. Following the CY 2026 construction, a Final Construction Report will be completed and submitted to the FAA and WYDOT for review and approval.

6.07 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

6.08 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA and WYDOT for final approval

6.09 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

6.10 Coordinate and Attend Training for Deice Systems Monitoring and Controls. The Engineer as well as manufacturer representatives will coordinate with the Sponsor and manufacturer top provide post-construction training on the operation of the Deice Systems (collection and dispensing) monitoring and controls. It is assumed that this training will take one full day on site and will be attended by the Resident Construction Manager IV, Project Manager IV, and Engineer II (Controls).

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01 Final Testing Report	✓	✓
6.02 As-Built Survey	✓	✓
6.02 As-Built Airports GIS Submittal	✓	✓
6.03 Clean-up List		✓
6.04 Punchlists	✓	✓
6.05 Record Drawings	✓	✓
6.06 Final Construction Report	✓	✓
6.07 DBE Uniform Report	✓	✓
6.08 Updated ALP	✓	✓
6.09 Project Cost Summary	✓	✓

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.02 As-Built Survey	<ul style="list-style-type: none"> Jackson, WY One (1) Surveyor Assume 4 days for survey Assume travel to/from Denver, CO to Jackson, WY with three (3) overnight stays for the Surveyor
6.04 Conduct Final Inspection	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume full day site visit (1 site visit) Assume full day travel to/from Denver, CO to Jackson, WY with one (1) overnight stay for Project Manager for each site visit

6.10 Monitoring and Controls Training	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, and One (1) Engineer II (Controls) Assume full day site visit (1 site visit) Assume full day travel to/from Denver, CO to Jackson, WY with one (1) overnight stay for Project Manager for each site visit Assume Two (2) full days travel to/from Atlanta, GA to Jackson, WY with two (2) overnight stays for Engineer II (Controls).
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7.0 On-Site Construction Coordination Phase (CY 2025 and CY 2026)

This phase will consist of providing one lead Resident Project Representative (RPR) for the CY 2025 construction season and one lead Resident Project Representative (RPR) supported by one additional full-time RPR for the CY 2026 construction season. It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **60 calendar days** to complete construction during the CY 2025 construction season and **110 calendar days** to complete the construction during the CY 2026 construction season. Incidental travel costs, including vehicle usage, lodging, per diem, etc., are in addition to the engineering hours expended.

7.01 Provide Resident Engineering. During the CY 2025 construction season it is estimated that the lead Resident Project Representative (RPR) will work approximately **12 hours per day**. During the CY 2026 construction season it is estimated that the lead Resident Project Representative will work approximately **12 hours per day** and the full-time supporting RPR will work approximately **12 hours per day**. It is assumed that the RPR(s) will be able to complete all daily project documentation during the course of their shift. The total time allotted for the completion of construction is during CY 2025 is anticipated to be **60 calendar days**. It is assumed that the Contractor will work **six (6) days** per week during the CY 2025 construction period **resulting in 51 working days**. The total time allotted for the completion of construction is during CY 2026 is anticipated to be **110 calendar days**. It is assumed that the Contractor will work **six (6) days** per week during the CY 2026 construction period **resulting in 94 working days** for the lead RPR and full time support RPR. Should the contractor be required to work seven (7) days per week or longer than anticipated hours to maintain the project schedule, the RPR’s efforts may increase from those estimated here.

Prior to the commencement of construction for each of the CY 2025 and CY 2026 construction periods, there will be a Pre-Construction Mobilization Phase during which time the RPR(s) will be on-site to coordinate the Contractor’s pre-construction survey and required utility locates, identify phase limits and traffic control/barricade locations, verify the adequacy of traffic control and airfield safety devices, and coordinate the setup of any required temporary facilities. The Pre-Construction Mobilization Phase is scheduled for **three (3) working days** for each CY 2025 and CY 2026 prior to the beginning of the project calendar day count, and, thus, are in addition to the number of working days outlined above. In addition, the Lead Resident RPR will be on-site for the post-construction pipe inspection in CY 2026 which is anticipated to take **two (2) working days**.

In summary, the following personnel is proposed for CY 2025 and CY 2026, respectively:

PERSONNEL	CALENDAR DAYS/YEAR		
	2025	2026	TOTAL
Lead Resident RPR	63	115	178
Support RPR No. 1		113	113

In addition to the time provided for on-site construction coordination during the project calendar day contract period, the Support RPR’s travel time, mobilization, and demobilization to and from the project location, as well as badging coordination time, are also included under this task. It is assumed that this will consist of **two (2) eight (8)-hour days**, one prior to and one following the primary phase of construction.

The following tasks will be performed during the course of a typical day’s shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project’s Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The RPR will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process field directives and change orders.
- e. Conduct labor standards interviews of the Contractor's and subcontractor’s employees, and review weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor’s records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

- m. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

7.02 Provide Resident Engineering for Punchlist Work. It is anticipated that, following the substantial completion of the project within the allotted calendar day contract period, it will be necessary for the Contractor to return to the project site to address or correct any outstanding incomplete or unacceptable work items. It is estimated that up to **two (2) 12-hour working days in CY 2025** and up to **four (4) 12-hour working days in CY 2026** will be required for the lead Resident Project Representative (RPR) for this task.

TASK 7 DELIVERABLES	TO FAA/STATE	TO SPONSOR
7.01a Coordinate Submittal Reviews		✓
7.01c Coordinate RFIs	✓	✓
7.01d Field Directives and Change Orders	✓	✓
7.01e Payroll Reviews	✓	✓
7.01f Quality Assurance/Quality Control Results Compilation	✓	✓
7.01h Periodic Cost Estimates	✓	✓
7.01k Weekly Reports	✓	✓

TASK 7 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
7.01 Provide Resident Engineering	<ul style="list-style-type: none"> • Jackson, WY (CY 2025) One (1) Resident Project Representative Assume 63 calendar days for project • Jackson, WY (CY 2026) One (1) Resident Project Representative and One (1) supporting Resident Project Representative Assume 113 calendar days for project and two (2) travel days for one (1) full-time supporting Resident Project Representative for a total of 115 nights of lodging
7.02 Provide Resident Engineering for Punchlist Work	<ul style="list-style-type: none"> • Jackson, WY (CY 2025) One (1) Resident Project Representative Assume two (2) working days • Jackson, WY (CY 2026) One (1) Resident Project Representative Assume four (4) working days

EX Reimbursable Costs During Construction. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4, 5, and 6 Reimbursables are invoiced on a lump sum basis and Section 7 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Topographical Survey. Survey will be required in order to complete the design of the project. Survey will include the following:

- The project limits of the Existing Deice Pad and surrounding areas.
- The ground survey area is approximately 8 acres, with approximately two acres being high accuracy survey and 6 acres being GPS survey.
- Verification of the existing pavement elevations and infrastructure located within the project area.
- Verification of the existing terrain to create an accurate topographical drawing.
- All existing utilities in the project limits from locates performed prior to surveying operations.
- During design, there may be the need to verify other existing survey information or extend the limits of the existing survey.

Structural Design. A Structural Engineer will be retained to provide structural design elements for the project, including the concrete pad for the portable deice command building and the structural design of concrete pads that will be placed over the top of the underground deice runoff collection tanks and the underground glycol storage tanks. The Structural Engineer will provide layout plans, details and specifications for each of the tasks previously listed.

Utility Design and Engineering: Utility Engineering will be required to complete the proposed sanitary sewer line installation and the well-fed water system. These utilities will tie into the existing lines at the north end of the Terminal area and will also serve the Deice Mixing and Dispensing Area and the Portable Deice Command Facility. In addition, the utility corridor where the sanitary sewer is installed will include electrical conduit for Lower Valley Energy, natural gas line, and spare conduits for power and communication. The Utility Engineer will provide layout plans, details and specifications for each of the tasks previously listed. In addition, coordination with various entities, including the Wyoming Department of Environmental Quality (WDEQ), Town of Jackson Wastewater, and other entities required to complete and provide a permit for the use of the utilities.

Future Runoff Treatment System Analysis: During the design of the Deice pad expansion collection System, an SME will analyze the future surface runoff treatment system to explain how this system will provide a secondary cleaning of the stormwater collected that contains residual aircraft deicing products that are applied during deicing season. This analysis will also include how the runoff capture system that will collect the residual aircraft deice fluid after and aircraft leaves the deice pad will tie into this future treatment system. A report that summarizes the analysis of the future system will be produced.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-208 Aggregate Base Course
- Item P-401 Plant Mix Bituminous Pavements
- Item P-501 Portland Cement Concrete Pavement
- Item P-610 Structural Portland Cement Concrete
- Special Inspections for Buried Underground Tanks

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Aerial Imagery Acquisition. A subconsultant will be retained to collect the necessary imagery to support this project.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. During periods of On-Site Construction Coordination covered under Task 7, a \$5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily “Field Vehicle and Equipment” expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.
3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
5. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
7. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
8. This scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
9. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region’s Regional Updates for Specifying Construction of Airports and related circulars.

- Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
10. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
 11. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
 12. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
 13. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.
 14. The proposed day counts for *7.0 On-site Construction Coordination* phase are estimated due to the fact that the design for this project has not been started and the CSPP has not been completed. As the design progresses, the day counts for *7.0 On-site Construction Coordination* phase may be adjusted based upon the design and the anticipated construction effort required.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.
- As-built survey and aerial imagery for submission into AGIS

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

Labor Category	Total Hours	Billing Rate	Total Cost
3.0 Bidding Phase (Lump Sum)			
Market Director	4 hrs. x	\$ 350.00 /hr =	\$ 1,400.00
Engineer Project Mgr IV	81 hrs. x	\$ 295.00 /hr =	\$ 23,895.00
Construction Manager IV	51 hrs. x	\$ 245.00 /hr =	\$ 12,495.00
Engineer Project Mgr II	11 hrs. x	\$ 200.00 /hr =	\$ 2,200.00
Eng Designer II	12 hrs. x	\$ 195.00 /hr =	\$ 2,340.00
Engineering Techn III	32 hrs. x	\$ 160.00 /hr =	\$ 5,120.00
Project Coordinator I	8 hrs. x	\$ 125.00 /hr =	\$ 1,000.00
Engineer Project Mgr IV	11 hrs. x	\$ 295.00 /hr =	\$ 3,245.00
Engineer Project Mgr IV	3 hrs. x	\$ 295.00 /hr =	\$ 885.00
Engineer Project Mgr III	9 hrs. x	\$ 250.00 /hr =	\$ 2,250.00
Engineer II	13 hrs. x	\$ 200.00 /hr =	\$ 2,600.00
Engineer II	11 hrs. x	\$ 200.00 /hr =	\$ 2,200.00
SUBTOTAL	246 hrs.	SUBTOTAL \$	\$ 59,630.00
Reimbursables			
Auto Rental	2 Day x	\$ 130.00 /Day=	\$ 260.00
Lodging + Tax & Fees	1 Day x	\$ 430.00 /Day=	\$ 430.00
Per Diem	2 Day x	\$ 79.00 /Day=	\$ 158.00
Travel & Airline Costs	1 Trip x	\$ 1,200.00 /Trip=	\$ 1,200.00
SUBTOTAL		SUBTOTAL \$	\$ 2,048.00
PHASE SUBTOTAL		\$	\$ 61,678.00

TASK	LABOR CATEGORY													Phase Item Costs
	Market Director	Engineer Project Mgr IV	Construction Manager IV	Engineer Project Mgr II	Eng Designer II	Engineering Techn III	Project Coordinator I	Engineer Project Mgr IV	Engineer Project Mgr IV	Engineer Project Mgr III	Engineer II	Engineer II		
3.0 Bidding Phase (Lump Sum)														
3.01 Provide Bid Assistance		20	12											\$ 9,740.00
3.02 Prepare/Conduct Pre-Bid Meeting		16	6	3				3	3	2	2	3	3	\$ 10,510.00
3.03 Prepare Addenda	4	24	8	8	12	32	8	8	4	8	8			\$ 27,060.00
3.04 Consult with Prospective Bidders		12	12											\$ 6,480.00
3.05 Attend Bid Opening		1	1											\$ 540.00
3.06 Review Bid Proposals		4	4											\$ 2,160.00
3.07 Prepare Recommendation of Award		4	8											\$ 3,140.00
TOTALS	4	81	51	11	12	32	8	11	3	9	13	11		\$ 59,630.00

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 Pre-Construction Coordination Phase (CY 2025 and CY 2026) (Lump Sum)			
Engineer Project Mgr IV	66 hrs. x	\$ 295.00 /hr =	\$ 19,470.00
Construction Manager IV	102 hrs. x	\$ 245.00 /hr =	\$ 24,990.00
Engineer Project Mgr II	22 hrs. x	\$ 200.00 /hr =	\$ 4,400.00
Eng Designer II	24 hrs. x	\$ 195.00 /hr =	\$ 4,680.00
Engineering Techn III	16 hrs. x	\$ 160.00 /hr =	\$ 2,560.00
Construction Manager II	16 hrs. x	\$ 180.00 /hr =	\$ 2,880.00
Project Coordinator I	18 hrs. x	\$ 125.00 /hr =	\$ 2,250.00
Engineer Project Mgr IV	24 hrs. x	\$ 295.00 /hr =	\$ 7,080.00
Engineer Project Mgr III	4 hrs. x	\$ 250.00 /hr =	\$ 1,000.00
Engineer II	16 hrs. x	\$ 200.00 /hr =	\$ 3,200.00
Engineer II	12 hrs. x	\$ 200.00 /hr =	\$ 2,400.00
SUBTOTAL	320 hrs.	SUBTOTAL \$	\$ 74,910.00
Reimbursables			
Auto Rental	Day x	\$ 130.00 /Day=	\$ -
Lodging + Tax & Fees	Day x	\$ 430.00 /Day=	\$ -
Per Diem	Day x	\$ 79.00 /Day=	\$ -
Travel & Airline Costs	Trip x	\$ 1,200.00 /Trip=	\$ -
SUBTOTAL		SUBTOTAL \$	\$ -
PHASE SUBTOTAL		\$	\$ 74,910.00

TASK	LABOR CATEGORY													Phase Item Costs
	Engineer Project Mgr IV	Construction Manager IV	Engineer Project Mgr II	Eng Designer II	Engineering Techn III	Construction Manager II	Project Coordinator I	Engineer Project Mgr IV	Engineer Project Mgr III	Engineer II	Engineer II			
4.0 Pre-Construction Coordination Phase (CY 2025 and CY 2026) (Lump Sum)														
4.01 Coordinate and Attend Meetings with Sponsor and FAA	10	10												\$ 5,400.00
4.02 Prepare Federal Grant Application(s)	2	6					8							\$ 3,060.00
4.03 Compile/Submit FAA Form 7460		12												\$ 2,940.00
4.04 Review Material Submittals Prior to Construction	32	64	16					24	4	16	12			\$ 42,000.00
4.05 Perform Pre-Construction Survey Design Verification	12		6	24	16									\$ 11,980.00
4.06 Perform Construction Documents Review by Field Staff						16								\$ 2,880.00
4.07 Conduct Pre-Construction Coordination Meetings	10	10					10							\$ 6,650.00
TOTALS	66	102	22	24	16	16	18	24	4	16	12			\$ 74,910.00

Labor Category	Total Hours	Billing Rate	Total Cost
5.0 Construction Administration Phase (CY 2025 and CY 2026) (Lump Sum)			
Market Director	4 hrs. x	\$ 350.00 /hr =	\$ 1,400.00
Engineer Project Mgr IV	394 hrs. x	\$ 295.00 /hr =	\$ 116,230.00
Construction Manager IV	138 hrs. x	\$ 245.00 /hr =	\$ 33,810.00
Engineer Project Mgr II	3 hrs. x	\$ 200.00 /hr =	\$ 600.00
Eng Designer II	4 hrs. x	\$ 195.00 /hr =	\$ 780.00
Engineering Techn III	70 hrs. x	\$ 160.00 /hr =	\$ 11,200.00
Construction Manager II	4 hrs. x	\$ 180.00 /hr =	\$ 720.00
Planner III	12 hrs. x	\$ 265.00 /hr =	\$ 3,180.00
Project Coordinator I	48 hrs. x	\$ 125.00 /hr =	\$ 6,000.00
Project Accountant I	16 hrs. x	\$ 115.00 /hr =	\$ 1,840.00
Engineer Project Mgr IV	3 hrs. x	\$ 295.00 /hr =	\$ 885.00
Engineer Project Mgr IV	7 hrs. x	\$ 295.00 /hr =	\$ 2,065.00
Engineer Project Mgr III	45 hrs. x	\$ 250.00 /hr =	\$ 11,250.00
Engineer II	55 hrs. x	\$ 200.00 /hr =	\$ 11,000.00
Engineer II	144 hrs. x	\$ 200.00 /hr =	\$ 28,800.00
SUBTOTAL	947 hrs.	SUBTOTAL \$	\$ 229,760.00
Reimbursables			
Auto Rental	36 Day x	\$ 130.00 /Day=	\$ 4,680.00
Lodging + Tax & Fees	26 Day x	\$ 430.00 /Day=	\$ 11,180.00
Per Diem	38 Day x	\$ 79.00 /Day=	\$ 3,002.00
Travel & Airline Costs	12 Trip x	\$ 1,200.00 /Trip=	\$ 14,400.00
SUBTOTAL		SUBTOTAL \$	\$ 33,262.00
PHASE SUBTOTAL		\$	\$ 263,022.00

TASK	LABOR CATEGORY															Phase Item Costs
	Market Director	Engineer Project Mgr IV	Construction Manager IV	Engineer Project Mgr II	Eng Designer II	Engineering Techn III	Construction Manager II	Planner III	Project Coordinator I	Project Accountant I	Engineer Project Mgr IV	Engineer Project Mgr IV	Engineer Project Mgr III	Engineer II	Engineer II	
5.0 Construction Administration Phase (CY 2025 and CY 2026) (Lump Sum)																
5.01 Prepare Construction Contract and Documents	4	16	4		4	64			8	16					\$ 19,120.00	
5.02 Provide Project Coordination		160	12						40						\$ 56,980.00	
5.03 Review Environmental Documentation		2	2					12							\$ 4,260.00	
5.04 Coordinate Quality Assurance Testing		4													\$ 1,180.00	
5.05 Assist with FAA Safety Risk Management		8	8			6									\$ 2,380.00	
5.06 Prepare/Conduct Pre-Construction Meeting		40	16	3						3	3	3	3	32	\$ 25,840.00	
5.07 Prepare/Submit Construction Management Plan		8	80												\$ 21,960.00	
5.08 Review Contractor's Safety Plan Compliance Document		4	8												\$ 3,140.00	
5.09 Coordinate and Attend Quality Assurance/Quality Control Workshop		4	8												\$ 3,860.00	
5.10 Attend Weekly Construction Meetings		28					4								\$ 11,460.00	
5.11 Perform Site Visits During Construction		120											8	8	\$ 61,200.00	
5.12 Provide Support for Control System Integration											4	36	36	48	\$ 15,480.00	
TOTALS	4	394	138	3	4	70	4	12	48	16	3	7	45	55	\$ 229,760.00	

Labor Category	Total Hours	Billing Rate	Total Cost
6.0 Post Construction Coordination Phase (CY 2025 and CY 2026) (Lump Sum)			
Market Director	8 hrs.	x \$ 350.00 /hr = \$	2,800.00
Engineer Project Mgr IV	80 hrs.	x \$ 295.00 /hr = \$	23,600.00
Construction Manager IV	360 hrs.	x \$ 245.00 /hr = \$	88,200.00
Construction Manager II	36 hrs.	x \$ 180.00 /hr = \$	6,480.00
Eng Designer II	12 hrs.	x \$ 195.00 /hr = \$	2,340.00
Engineering Techn III	84 hrs.	x \$ 160.00 /hr = \$	13,440.00
Engineer II	32 hrs.	x \$ 200.00 /hr = \$	6,400.00
Geospatial Project Mgr II	25 hrs.	x \$ 200.00 /hr = \$	5,000.00
Surveyor 1 (Crew Chief)	48 hrs.	x \$ 130.00 /hr = \$	6,240.00
Geospatial Phase Mgr II	12 hrs.	x \$ 155.00 /hr = \$	1,860.00
Geospatial Technician III	66 hrs.	x \$ 115.00 /hr = \$	7,590.00
GS Team Leader II	24 hrs.	x \$ 185.00 /hr = \$	4,440.00
SUBTOTAL	787 hrs.	SUBTOTAL \$	168,390.00
Reimbursables			
Auto Rental	8 Day	x \$ 130.00 /Day= \$	1,040.00
Lodging + Tax & Fees	5 Day	x \$ 430.00 /Day= \$	2,150.00
Per Diem	8 Day	x \$ 79.00 /Day= \$	632.00
Travel & Airline Costs	3 Trip	x \$ 1,200.00 /Trip= \$	3,600.00
Survey Lodging + tax & Fees	3 Day	x \$ 430.00 /Day= \$	1,290.00
Survey Per Diem	4 Day	x \$ 79.00 /Day= \$	316.00
Survey Supplies & Equip.	1 Each	x \$ 500.00 /Trip= \$	500.00
Survey Field Vehicle	4 Day	x \$ 135.00 /Day= \$	540.00
SUBTOTAL \$			10,068.00
PHASE SUBTOTAL \$			178,458.00

TASK	LABOR CATEGORY											Phase Item Costs	
	Market Director	Engineer Project Mgr IV	Construction Manager IV	Construction Manager II	Eng Designer II	Engineering Techn III	Engineer II	Geospatial Project Mgr II	Surveyor 1 (Crew Chief)	Geospatial Phase Mgr II	Geospatial Technician III		GS Team Leader II
6.0 Post Construction Coordination Phase (CY 2025 and CY 2026) (Lump Sum)													
6.01 Prepare Final Testing Report		8	80	8									\$ 23,400.00
6.02 Perform As-Built Aeronautical Survey Data Collection and Final Surveys							25	48	12	66	24		\$ 25,130.00
6.03 Prepare Clean-up Item List			16	4									\$ 4,640.00
6.04 Conduct Final Inspection		16	8										\$ 6,680.00
6.05 Prepare Engineering Record Drawings	4	16	24	12	12	72							\$ 28,020.00
6.06 Prepare Final Construction Report	4	12	200	12									\$ 56,100.00
6.07 Prepare DBE Uniform Report			8										\$ 1,960.00
6.08 Update and Modify Airport Layout Plan (ALP)		4				12							\$ 3,100.00
6.09 Summarize Project Costs		8	16										\$ 6,280.00
6.10 Coordinate and Attend Training for Deice Systems Monitoring and Controls		16	8			32							\$ 13,080.00
TOTALS	8	80	360	36	12	84	25	48	12	66	24		\$ 168,390.00

Labor Category	Total Hours	Billing Rate	Total Cost
7.0 On-Site Construction Coordination Phase (CY 2025 and CY 2026) (Cost Plus Fixed Fee)			
Construction Manager IV	1896 hrs.	x \$ 72.00 /hr = \$	136,512.00
Construction Manager II	1168 hrs.	x \$ 53.00 /hr = \$	61,904.00
SUBTOTAL	3064 hrs.	SUBTOTAL \$	198,416.00
Direct Labor Cost			
Overhead (% of Direct Labor Cost)		213.77% = \$	424,153.88
Total Labor Cost		= \$	622,569.88
Fixed Fee		= \$	124,500.00
SUBTOTAL PHASE LABOR \$			747,069.88
Reimbursables			
Field Vehicle and Equipment	291 Day	x \$ 135.00 /Day= \$	39,285.00
Lodging + Tax & Fees	115 Day	x \$ 430.00 /Day= \$	49,450.00
Per Diem	115 Day	x \$ 79.00 /Day= \$	9,085.00
Travel & Airline Costs	2 Trip	x \$ 1,200.00 /Trip= \$	2,400.00
SUBTOTAL \$			100,220.00
PHASE SUBTOTAL \$			847,289.88

TASK	LABOR CATEGORY		Phase Item Costs
	Construction Manager IV	Construction Manager II	
7.0 On-Site Construction Coordination Phase (CY 2025 and CY 2026) (Cost Plus Fixed Fee)			
Estimated Calendar Days from Scope of Work	178	113	
Estimated Working Days/Week from Scope of Work	6	6	
Total Days Scoped for Resident Engineering	152	96	
Estimated Hours/Day from Scope of Work	12	12	
7.01 Provide Resident Engineering	1,824	1,152	\$ 192,384.00
Travel Time, Mobilization, and Demobilization		16	\$ 848.00
7.02 Provide Resident Engineering for Punchlist Work	72		\$ 5,184.00
TOTALS	1,896	1,168	\$ 198,416.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost	
PART A - BASIC SERVICES (LUMP SUM)					
1.0 Preliminary Design Phase (Lump Sum)	933	\$ 218,690.00	\$	\$ 218,690.00	
2.0 Design Phase (Lump Sum)	3982	\$ 855,670.00	\$ 14,391.00	\$ 870,061.00	
3.0 Bidding Phase (Lump Sum)	246	\$ 59,630.00	\$ 2,048.00	\$ 61,678.00	
	5161	SUBTOTAL \$	1,133,990.00	\$ 1,150,429.00	
PART B - SPECIAL SERVICES (LUMP SUM)					
4.0 Pre-Construction Coordination Phase (CY 2025 and CY 2026) (Lump Sum)	320	\$ 74,910.00	\$	\$ 74,910.00	
5.0 Construction Administration Phase (CY 2025 and CY 2026) (Lump Sum)	947	\$ 229,760.00	\$ 33,262.00	\$ 263,022.00	
6.0 Post Construction Coordination Phase (CY 2025 and CY 2026) (Lump Sum)	787	\$ 168,390.00	\$ 10,068.00	\$ 178,458.00	
	2054	SUBTOTAL \$	473,060.00	\$ 516,390.00	
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)					
7.0 On-Site Construction Coordination Phase (CY 2025 and CY 2026) (Cost Plus Fixed Fee)	3064	\$ 622,569.88	\$ 124,500.00	\$ 747,069.88	
	3064	SUBTOTAL \$	622,569.88	\$ 747,069.88	
SUBCONSULTANT 1					
Wind River Survey - Topographical Survey				\$ 25,000.00	
SUBCONSULTANT 2					
Vertex - Structural Engineering				\$ 30,000.00	
SUBCONSULTANT 3					
Jorgenson Engineering - Utilities Engineer				\$ 160,000.00	
SUBCONSULTANT 4					
Naturally Wallace - Future Runoff Treatment System Analysis (SME)				\$ 30,000.00	
SUBCONSULTANT 5					
Strata - Quality Assurance Testing				\$ 392,000.00	
SUBCONSULTANT 6					
R & R Visual - Post-Construction Pipe Inspection				\$ 25,000.00	
SUBCONSULTANT 7					
Aerial Imagery Acquisition				\$ 10,000.00	
				SUBTOTAL \$ 672,000.00	
TOTAL		\$ 2,229,619.88	\$ 124,500.00	\$ 159,989.00	\$ 3,186,108.88

*For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred except in cases where specific client requirements exist that limit lodging to GSA standards.