



Jackson Hole Airport Board Special Meeting

Date: January 22, 2024

Time: 10:00 am

Place: Board Room

- I. **Call to Order**
- II. **Consent Agenda**
 - A. [Approval of the Minutes – December 18, 2023 – Special Meeting](#)
 - B. [ARINC Communications Equipment Agreement](#)
 - C. [Woolpert 7th Amendment – Aeronautical Survey and Airspace Analysis](#)
 - D. [Resolution 2024-01 – Adopting the Wyoming Region 8 – 2020 Hazard Mitigation Plan](#)
 - E. [Woolpert 8th Amendment – FEMA BRIC Program Grant Application](#)
 - F. [Woolpert 9th Amendment – USDOT RAISE Program Grant Application](#)
- III. **Administration and FBO Building Project Overview**
- IV. **Public Comment**
- V. **Action Items**
 - A. [GMP Amendment 2024-01 for Administration and FBO Building](#)
 - B. Bank Selection for Revenue Bonds for Administration and FBO Building
 - C. [Amendment to Construction Administration and Construction Observation Agreement with KLJ](#)
 - D. [Amendment to Owners Representative Agreement with KLJ](#)
- VI. **Adjourn**



JACKSON HOLE AIRPORT

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James P. Elwood, AAE, Executive Director



MINUTES OF THE JACKSON HOLE AIRPORT SPECIAL MEETING

Date: December 18, 2023

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

OTHERS PRESENT: Jim Elwood, Michelle Anderson, Aimee Crook, Dustin Havel, Craig Foster, Anna Valsing, Meg Jenkins, Kevin Dunnigan, Jamey Miles, Apinya Wright, Esther Borja, Bryce Beatty, Jordyn McDougall, Jackson Hole Airport Board; Bruce Able, START; Mike Gierau and Rhea Brough of Jedediah's Corporation; Ryk Dunkelberg and Jen Wolchansky, Mead & Hunt; Jeremy Barnum, Grand Teton National Park; Nick Delmolino, Grand Teton Association; Jonathan Schechter, Town of Jackson Council; Lealan Miller, Eide Bailly; 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 President Liebzeit called the Board Meeting to order at 9:00 AM.
- II. **EMPLOYEE OF THE MONTH:** Elwood congratulated the Jackson Hole Airport Finance Department as the Employees of the Month.
- III. **COMMUNITY OUTREACH:** Jenkins shared that annual Holiday Food Drive will continue to run through the Holiday's; so far over 220 pounds have been donated. She shared that the START Bus pilot program started on Saturday and welcomed Bruce Abel to speak about the ribbon cutting event. Abel thanked the Board for the support with the pilot shuttle program. He shared that 59 people rode on the first day and 39 on Sunday. Abel shared he was pleased with the ridership on the first days because that means the communication and outreach was working, and that communication would need to continue for the four months. He stated the benchmark target established is 10 to 12 riders per hour, which is 170 to 200 riders a day.
- IV. **COMMENTS FROM GRAND TETON NATIONAL PARK, THE TOWN OF JACKSON, TETON COUNTY, AND THE PUBLIC:** Barnum shared there is not enough snow to groom trails for cross country skiing yet, but there are places to get snowshoe and ski and the Park welcomes visitors. He congratulated START for the pilot program; the Park continues to stay interested in reducing traffic, parking congestion, and allowing people to focus on scenery and this is a great step. Barnum shared his appreciation to the Board about discussing NightSky designation. He shared that the Park is pursuing it as well. Barnum introduced Nick Delmolino, Executive Director of Grand Teton Association. Delmolino thanked the Board for welcoming him and thanked Elwood and the operations team for being so helpful and great partners.

Schechter shared the deep appreciation the Town of Jackson has for the Boards efforts with the START pilot shuttle. He shared that in mid-October, Jackson will be hosting Mountain Towns

Conference 2030, which is 80 or so communities which have pledged to be carbon neutral by the year 2030.

As public comment, Kathryn Turner, Sally Painter, and Jenny Cordina shared their concerns with noise and the FBO projects.

V. PURSUIT OF DARKSKY INTERNATIONAL DESIGNATION: Elwood gave background of the Mead and Hunt team and their work with the airport on the DarkSky International Designation. Dunkelberg introduced Jen Wolchansky. Wolchansky gave an overview of DarkSky International and explained the work previously conducted by the airport staff and consultants starting back in 2016. She shared the next steps in the process and requested to come back to the Board with a scope of work and materials to continue on this path. The Board gave direction to continue to develop the scope of work as this is an important project.

VI. CONSENT AGENDA:

- A. Approval of the Minutes – November 8, 2023 – Special Meeting
- B. Turo Peer to Peer Vehicle Sharing Concession Agreement

Brown requested to remove item B from the consent agenda.

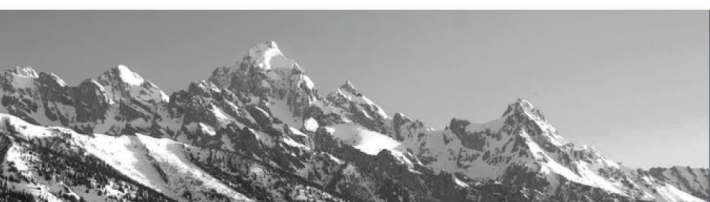
Brown moved approval of consent agenda item A. Turley seconded the motion, which passed unanimously.

Brown asked for additional information on the insurance policy deviation requested by Turo. Reimer shared that the insurance requirement is the same as the previous agreement. Elwood shared that JAC was the first airport to have an agreement with Turo, most other airports do not have an agreement, most of this work is uncharted territory. Brown asked why rental car companies are required to have more insurance coverage. Reimer stated that rental cars have a higher risk because of the level of activity while on property and JAC has not treated the Turo agreement the same as rental car agreements. Brown stated the precedent it sets might begin to create issues.

Turley moved to approve the Turo Peer to Peer Agreement. Wallace seconded the motion which passed: Wallace- yes, Turley- yes, Liebzeit- yes, Brown- no, McLaurin absent from the vote.

VII. ACTION ITEMS:

- A. **Financial Reports:** Anderson advised that the July 1- November 30, 2023, income and expenses are below budgeted levels due to lower-than-projected fuel sales. She shared that the airport continues to receive capital reimbursements on schedule. Wallace moved approval of



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the October and November 2023 financials reports. Brown seconded the motion, which passed unanimously, McLaurin absent from vote.

- B. FY2022-2023 Audit Acceptance:** Anderson gave background on the audit conducted by an independent third-party auditor and introduced Lealand Miller to speak on the audit. Anderson shared there were no findings or recommendations and the net position of the airport improved due to an increase in current assets. Miller shared how the audit process went and thanked Anderson and her team for the preparedness they show with respect to the audit process. Wallace moved acceptance of the audit FY 2022-2023. Brown seconded the motion, which passed unanimously, McLaurin absent from the vote.
- C. Jedediah's Price Adjustments:** Gierau requested a price adjustment to made-to-order items and bar menu items. McLaurin moved approval of the Jedediah's Price Adjustments. Wallace seconded the motion which passed unanimously.

Gierau stated the losses from the construction and late opening exceeded the anticipated losses that were previously shared. He requested an additional two-year lease extension due to those losses. Elwood shared the history on the current lease agreement and amendments.

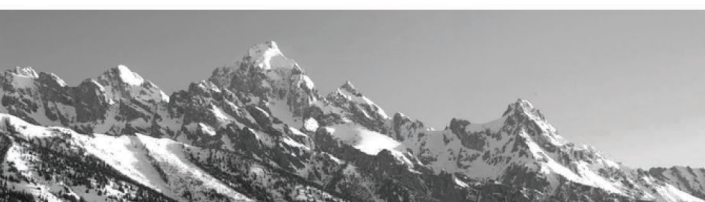
Liebzeit requested staff run analysis with the anticipated timeline of the Board discussing the request in the next few months.

- D. Mead and Hunt 4th Amendment – Airport Carbon Accreditation:** Elwood shared this amendment would allow Mead and Hunt to move forward with analysis and validation against industry standards of the carbon emissions emitted by this airport. He explained after the analysis, the team would then move toward mitigation and minimization of those emissions. Wolchansky explained the different levels of Carbon Accreditation. She shared that only a few airports in the world have managed to go above level two of the Carbon Accreditation.

Brown moved approval of the 4th Amendment to the Mead and Hunt On-Call Environmental Consulting Services Agreement, in the form presented, in the not-to-exceed amount of 101,610. Turley seconded the motion, which passed unanimously.

- E. Resolution 2023-14: Rental Car Customer Facility Charge:** Elwood shared annually the Board reviews the rates and charges resolution, and the Rental Car Customer Facility Charge, CFC, resolution here is to align those documents together. Elwood stated CFCs are a common industry standard and most if not all airports have this in place.

McLaurin moved approval of Resolution 2023-14: Rental Car Customer Facility Charge, in the form provided. Turley seconded the motion, which passed unanimously.



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VIII. DIRECTORS COMMENTS: Elwood shared the historic operations graphics. He stated over the 20-year historic period overall operations declined an average of 0.04% per year, essentially having a flat trend line. Elwood shared general aviation operations have shown a 1.4% average decrease over the same period. Brown shared would be interested in the noise impact of the change of operations, looking at the noise contour for that period of time.

Havel shared the maintenance team has been focused on behind the scenes projects, utilizing the seasonal team until it starts snowing, and the operations team has been working with the airlines to make sure everything runs as smoothly as possible as the flights start to ramp up for the season. Havel shared hangar 3 is progressing with the roofing materials on site. He updated the Board that the deice project is concluded for the season and work will begin again early spring.

Crook shared this off-season the security team has continued with additional training. She stated that they were able to host an interagency team including Park, Town, and County Officers for active shooter training that was extremely valuable to all who participated. Crook stated that screening wait times remained on average below five minutes for both standard and pre-check. She shared that TSA advised her that their staffing levels for this winter will be sillier to what they had in the summer, being a combination of local employees and National Deployment Offices, NDO's.

Foster shared that the winter season operations have kicked in. He stated the training his staff did this off-season has already proved valuable as operations have gone smoothly. Foster updated the Board with the continued messaging of the voluntary curfew and showed the dash cards that have been distributed. Brown asked for verification on services offered after voluntary curfew. Foster stated there are no services offered. Liezeit requested an additional banner be placed on the airside of the gate to make sure all passengers see the voluntary curfew hours.

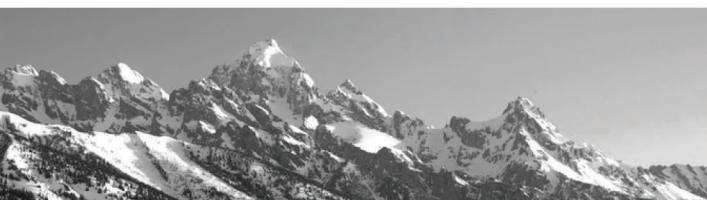
Elwood shared how happy he is with the team and all the great work everyone does.

IX. BOARD COMMENTS: McLaurin said he is grateful to be reappointed and to be with this Board.

Turley shared the enjoyment she has had with this Board this year and is grateful for the opportunity to work on the Board and team.

Wallace welcomed McLaurin back to the Board and echoed Elwood's and Turley's comments about the Team.

Brown echoed the other Board members' comments and shared she thinks this is one of the best airports in the world. She shared there was a major medical emergency upon approach on her flight in, and the EMT team who responded were incredible. She shared the communication with the airline and passengers was so impressive and a great example of how this team comes together to be the best.



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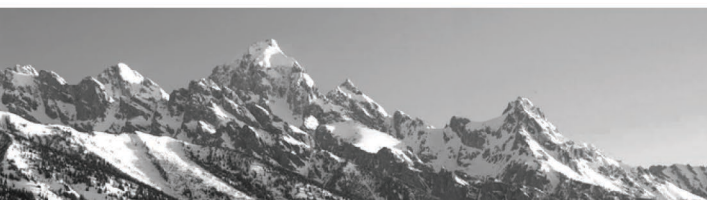
Liebzeit shared how honored he was to be in the President's role this last year. He shared the accomplishments the airport has made and how grateful he is to be working with this team.

- X. ADJOURN:** McLaurin motioned to adjourn the meeting at 11:35AM. seconded the motion, which passed unanimously.

Ed Liebzeit, President

Melissa Turley, Secretary

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James P. Elwood, AAE, Executive Director

**License to Install and Maintain
Communications Structures and Equipment
at the Jackson Hole Airport**

This License Agreement, effective January 1, 2024, is entered into between the Jackson Hole Airport Board (“Board”), a joint powers board of the State of Wyoming, and –ARINC Incorporated, a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Wyoming (“Company”) (together the “Parties”).

RECITALS

WHEREAS, the Board is the operator and proprietor of the Jackson Hole Airport (“Airport”), located within Grand Teton National Park, and operates the Airport pursuant to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board, dated April 27, 1983, as amended (“NPS Agreement”);

WHEREAS, the Board maintains authority under the NPS Agreement to grant rights to access and occupy portions of the Airport for the purpose of generating revenue and serving Airport passengers and users; and

WHEREAS, the Board has the obligation under the NPS Agreement and the Board’s contractual obligations to the Federal Aviation Administration to suitably maintain the Airport and to protect against hazards to air navigation; and

WHEREAS, the Company desires to access and occupy a portion of the Airport for the limited purpose of constructing, installing, operating and maintaining communications structures and equipment that may serve the Airport and surrounding areas; and

WHEREAS, the Board and Company desire to, and have the requisite authority to, enter into this License Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and considerations herein contained, Board and Company hereby agree as follows:

1. Company Rights and Obligations

1.1. Board hereby grants and Company hereby accepts the limited right to install, operate and maintain the communications structure and equipment specified in Exhibit “A”

("Communication Facility") in an airport provided compartment in a cabinet in Room 132 at the Airport. Additionally, the Company will maintain appurtenant rooftop antennae and connecting cabling as long as they are approved by the Board (non-penetrating roof mount, under 9 feet tall, connected to the lightning protection system and been evaluated for any potential interference), on the portion of the Airport specified in Exhibit "B" ("Premises").

- 1.2. Company has performed due diligence with respect to the Airport and Premises and acknowledges that the same are fit for Company's use and enjoyment of the rights granted hereunder and accepts the same in their present condition.
- 1.3. Company may use the Premises to install, construct, maintain, operate, test, repair, replace and upgrade the Communication Facility, including any fixtures and related equipment, cables, and accessories.
- 1.4. Company's rights to use the Premises for the Communication Facility shall include the air space above the ground space subject to the height limitations, requirements and standards herein.
- 1.5. Company may use the Premises to transmit and receive communications signals provided that such signals do not interfere with communications signals used by the Federal Aviation Administration ("FAA") air traffic control, pilots, the Board, or any aeronautical users of the Airport.
- 1.6. Company shall have a right of access to the Premises during all regular business hours of operation of the Airport throughout the term of this License Agreement for the purpose of constructing, inspecting, maintaining, repairing, upgrading and replacing the Communication Facility. Company shall provide advance notice to the Board of any intended construction activities and all such activities shall be subject to this License Agreement, the Airport Rules and Regulations, Airport Security Program, and any further conditions as the Board reasonably may impose to ensure that construction activities do not unduly interfere with the safe and efficient use of the Airport by tenants, passengers, pilots and other users thereof. Company shall not allow any lien to attach or remain in connection with construction or the performance of any work or labor on the Premises.
- 1.7. Company shall have a right of limited access beyond the Premises as may be necessary to connect the Communication Facility to the source of electrical power, telephone and other utilities at such junctions as may be mutually agreed by the Parties. Electrical power shall be provided by the Board and the cost thereof shall be deemed to be included in the

rent. Company shall be responsible for the cost to connect the Communication Facility to the nearest such junction. The Company shall assume financial responsibility for all other utilities serving the Communication Facility. In no event shall the connection to and use of any utilities interfere with the operation of the Airport by the Board or use by other tenants, licensees, permittees and users thereof.

1.8. Company shall not engage in any destructive testing in connection with construction or other use or intended use of the Premises without the Board's prior written consent.

1.9. Company will keep and maintain the Premises and Company's personal property in good condition, reasonable wear and tear and damage from the elements excepted. The Board shall keep and maintain all structural elements of the Premises and building in which the Premises are located in good condition.

1.10. Company shall not use the Premises or Airport for any purpose other than the purposes set forth in this Section 1.

1.11. Company shall clearly label the Communication Facility with Company's name, contact information, and the nature of the structure or equipment.

1.12. Company agrees that the Premises will not be used for disposal of hazardous or toxic materials. Company shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the Term. The Company is not responsible or liable for environmental contamination arising prior to, during or after the Term that was not caused by the Company.

2. Board Rights and Obligations

2.1. The Board will maintain and repair the Airport in accordance with its obligations to the U.S. Department of the Interior and the FAA.

2.2. The Airport Executive Director shall have the authority to adjust the designation of the Communication Facility, and revise Exhibit "A" as necessary, without further action by the Airport Board, with at least 60 days' advance notice to the Company, so long as the adjustment does not affect the designation of the Premises as set forth in Exhibit "B" and

use of the Premises set forth in Section 1. In addition, in the event the Board requires the Premises for its purposes during the Term of this Agreement, the Board shall have the right, subject to a minimum of sixty (60) days' prior written notice to the Company, to relocate the Company's equipment to a substantially similar space on the Airport, subject to technical requirements of the Company. Technical requirements must meet those provided for in the original Premises in ARINC's sole determination. In the event the Board is not able to relocate the Company's equipment to a suitable space, either party may terminate this Agreement, without further liability or obligation to each other, upon sixty (60) days written notice.

- 2.3. So long as Company remains in compliance with the terms of this License Agreement, the Board shall not unduly interfere with Company's rights hereunder, including without limitation the right to transmit and receive communications signals and to access the Premises. Board shall not knowingly grant the right to any other entity to transmit and receive communications signals on such frequencies as may unduly interfere with Company's rights hereunder, provided that this obligation shall not attach to any agreement between the Board and the FAA concerning or involving communications to, from and at the Airport. For purposes of this subsection, interference may include, but is not limited to, electronic or physical obstruction with, or degradation of, the communication signals from the Communication Facility.
- 2.4. Board reserves the right of access to the Premises for the purpose of inspection, cleaning, maintenance and repair, subject to the non-interference obligations of this Section
- 2.5. The Board reserves the right to further improve and develop the Airport. The Board will endeavor to ensure that any maintenance, construction, alteration or improvement of the Airport does not interfere with the Communication Facility. Should the Parties determine that interference is unavoidable, the Parties may seek to relocate the Communication Facility to an alternate location on the Airport, at the Board's expense. If no alternate location is agreed upon, the Parties may terminate this License Agreement as provided in Section 7 hereof. In the event that Company's use of the Communication Facility is negatively impacted, the Board agrees to provide rental credit equal to the amount of each number of days that Company experiences interference.
- 2.6. The Board reserves for the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the Premises. This public right of flight shall include the right to cause noise, vibration and other impacts inherent in the operation of aircraft. Company agrees that the normal operation of the Airport and aircraft shall not constitute

interference with Company's rights hereunder. Company further agrees that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport.

- 2.7. The Board shall make available to Company backup electrical power to maintain continued operation of the Communication Facility during a temporary, emergency power outage.

3. Term and Holding Over

- 3.1 The initial term of this License Agreement ("Term") shall be one (1) year, commencing on January 1, 2024, and expiring on December 31, 2024.
- 3.2 The Term of this License Agreement shall automatically extend for up to nine (9) successive one-year option periods upon the same terms and conditions as specific herein and any amendments to this License Agreement provided that Company is not in default of any terms of this License Agreement past the applicable period for notice and cure. In no event shall the total term of this License Agreement exceed ten (10) years. During the Term, the Board and the Company shall both have the ongoing right to terminate this Agreement at any time by delivering written notice to the other party of such election to terminate at least sixty (60) days in advance of the desired termination date.
- 3.3 If Company remains in possession of the Premises after the expiration of this License Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this License Agreement, but shall create only an access right from month to month that may be terminated by the Board upon thirty (30) days prior written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this License Agreement and amendments hereto executed prior to its expiration.

4. Payments to Board

- 4.1. Company shall pay the Board \$1,500 per month ("License Fee") during the initial term for the rights and privileges conferred herein.
- 4.2. The Board shall invoice Company for the License Fee on a monthly basis. Invoices to the Company shall be sent to the following email address, or to such other address as the Company may designate in writing to the Board: ims-realestatepay@collins.com. Company

shall pay each invoice within forty-five (45) days of issuance or may arrange automatic monthly payment. Each invoice shall be in either electronic PDF format, or physical hardcopy, as mutually agreed between the parties, labelled with the word "Invoice", shall include the payment address (and banking information if payment is to be by ACH/electronic funds transfer), a unique invoice number, shall clearly state the amount due, and shall include a narrative summary of each charge. The Board shall provide to the Company upon execution of this Agreement the completed/signed forms required by the Company to establish the Board as a payee: an IRS Form W-9; a signed letter on Airport letterhead designating the Board's physical payment address, banking instructions for electronic funds transfer; and designee/contact on Board's staff who can verify the payment instructions by phone and/or email.

- 4.3. The payments of the License Fee hereunder shall be subject to adjustment effective on the commencement date of each annual renewal of the Term. The adjustment shall be an increase of three percent (3%) above the rate for the prior period.
- 4.4. All payments required hereunder shall be made to the Jackson Hole Airport Board, P.O. Box 159, Jackson, Wyoming, 83001, or such other address as the Board may designate in writing to the Company.
- 4.5. In the event of Company's failure to make timely payment of fees hereunder, the Board at its option may impute interest at a rate of eighteen percent (12%) per annum on any outstanding balance, in addition to any other remedy available to the Board hereunder.
- 4.6. Company shall have no payment obligation for invoices submitted more than 24 months after the License Fee period in question.

5. **Protection of the Airport**

- 5.1. Company shall comply with the notice requirement contained in 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), as the same may be amended from time to time ("FAR Part 77"). If the Board provides notice to the FAA pursuant to FAR Part 77 in connection with the Communication Facility, Company shall cooperate fully by, for example and without limitation, providing all relevant information as may be required by the Board or FAA in connection with the notice.
- 5.2. Company shall not construct, erect or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation.

Company acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. Company shall comply with any conditions, limitation, supplemental notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77.

6. Compliance with Law

- 6.1. Company shall not use the Premises or Airport, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees or licensees for any illegal purposes and shall, at all times during the term of this License Agreement, comply with the Airport Rules and Regulations and all applicable resolutions, laws, ordinances and rules and regulations of the State of Wyoming, Town of Jackson or of the U.S. Government, and of any governmental entity having jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder. For example and without limitation, Company shall comply with all applicable requirements of the Federal Communications Commission, U.S. Department of Labor, or any other regulatory agency as may exist or be imposed during the term of this License Agreement for the protection of human health and the environment in connection with the transmission of communication signals and the operation of the Communication Facility.
- 6.2. Company at all times shall procure and observe and keep in full force and effect from all governmental authorities having jurisdiction over the operations of Company hereunder, all licenses, franchise, certificates, permits or other authorizations which may be necessary for the conduct of Company's business and operations.
- 6.3. In all its activities within the scope of its airport program, Company 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. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company. This provision obligates Company for the period during which the property is used or possessed by Company and the Board remains obligated to the FAA. This provision

is in addition to that required by Title VI of the Civil Rights Act of 1964.

- 6.4. During the performance of this License Agreement, Company for itself, its assignees, and successors in interest, agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-259); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12101 *et seq.*) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; the Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 *et seq.*).
- 6.5. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Board and the United States, relative to the operation or maintenance of the Airport, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport Act, the Airport and Airway Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time. This Agreement is expressly subject to the terms and conditions of the lease between the United States Department of the Interior and the Jackson Hole Airport Board, dated April 27, 1983, as amended and as may hereafter be amended from time to time. This License Agreement and all rights of Company hereunder are subordinated and subject to the lien and provisions of any pledge, assignment or security interest made or granted by Board to secure any obligations authorized by law to be issued for the development, operation or improvement of the Airport and not inconsistent with the terms of this License Agreement.

7. Default and Remedies

- 7.1. The following shall constitute Events of Default with respect to Company hereunder:
- 7.1.1. The failure to pay the fees due hereunder, or any other monies owed under this License Agreement, or under any other agreement between the Board and Company when due, and the continuance of such failure for more than thirty (30) days after receipt of notice of same;
 - 7.1.2. Any other failure by Company to perform any covenant or obligation required by this License Agreement (other than the payment of fees or other monies due hereunder), or by any other agreement between the Board and Company, and the failure to cure, or take substantial steps to cure, said default within a period of thirty (30) days following written notice of said default;
 - 7.1.3. Company's filing of a petition for relief under the Bankruptcy Reform Act of 1978, as amended or recodified, or under any other present or future federal or state law regarding bankruptcy, reorganization or other relief to debtors, or Company's insolvency or inability to pay its debts as they mature, or Company's making a general assignment for the benefit of its creditors, or Company's applying for a receiver, trustee, custodian or liquidator for Company or any of its property, or the filing by or against Company of a petition or the commencement of any other procedure to liquidate or dissolve Company; or
- 7.2. The following shall be Events of Default with respect to the Board hereunder: (1) the failure of the Board to permit Company's operations at the Airport or interference with Company's operations at the Airport in accordance with this License Agreement; or (2) the breach of any other promise or covenant of the Board made herein which shall continue and not be cured within thirty (30) days after Company has given written notice to the Board of such breach.

8. Upon the occurrence of an Event of Default which has not been cured within the applicable period for notice and cure, the non-defaulting party may at its election terminate this License Agreement by written notice to defaulting party of such election with 60 days written notice. In addition, the non-defaulting party may pursue any and all legal and equitable remedies for any breach as may be provided by applicable law. Except as otherwise provided in this License Agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Company in, on or about the Airport shall be deemed to be personal property and shall remain the property of Company. Company shall have the right at any time during the term of this License Agreement, or any renewal or extension hereof, and for an additional period of ten (30) days after the expiration or sooner termination of this License Agreement, to remove any or all of such property from the Airport, subject, however, to Company's obligation to repair all damage, if any, resulting from such removal, reasonable wear and tear excluded. Any and all property not removed by Company after the expiration of the aforesaid period shall be deemed abandoned and shall thereupon become a part of the land on which it is located and title thereto shall vest in the Board. The Board may, however, require and accomplish the removal of said property at its option and at the expense of Company. Neither the Board, nor its officers or employees shall have any liability to Company with respect to such abandoned property.

9. Indemnification and Insurance

- 9.1. Company agrees to indemnify the Board against all liability for injuries to persons or damage to property caused by Company's intentional and/or negligent operations of, at or upon the Airport in connection with this License Agreement, except to the extent that such injuries or damage are caused by the intentional or reckless acts of the Board. Notwithstanding the foregoing, in no event shall this agreement to indemnify extend to any indirect and/or consequential injuries to persons or damages.
- 9.2. Company shall procure and maintain all insurance required under this License Agreement at its expense and maintain such insurance for the entire term of this License Agreement or such additional period as may be necessary or required to provide coverage for events occurring during the term.
- 9.3. Company shall procure and maintain insurance as set forth by the Board in its Resolution entitled "Insurance Requirements", as the same may be amended during the term of this License Agreement. Company acknowledges that it shall be bound by this Board Resolution on the subject of insurance.

- 9.4. Company shall furnish to the Board, in accordance with the notice provisions hereof, a certificate, or certificates, of insurance showing compliance with this section. Company shall provide notice to the Board immediately upon receiving notice from its insurer of mid-term cancellation or non-renewal. Failure on the part of Company to immediately replace cancelled or non-renewed insurance shall constitute an event of default.
- 9.5. Company agrees to include the insurance requirements set forth in this License Agreement in all subcontracts under such agreement. The Board shall hold Company responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this License Agreement. The Board reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Company if, in the Board's opinion, such variations do not substantially affect the Board's interests.
- 9.6. All insurance required under its agreement with the Board shall be provided with responsible insurance underwriters qualified to transact business in the State of Wyoming and carry an AM Best Company rating no lower than "A".
- 9.7. Any policy required under an agreement with the Board shall identify the Board and its respective members, officers, and employees as an additional insured. The additional insured endorsement shall accompany the certificate(s) of insurance when submitted to the Board in accordance with the requirements hereof.
- 9.8. All insurance coverage required to be carried by Company shall be primary and non-contributory. Any insurance maintained by the Board shall be considered excess.

10. Assignment and Sublease

- 10.1. Company shall not assign this License Agreement or sublease the Premises or any part thereof without the Board's prior written consent. Notwithstanding the generality of the foregoing, Company shall be authorized to assign its rights and obligations under this License Agreement to a parent, subsidiary or other subsidiary of the same parent. Company further shall have the right to identify a successor to its business that will assume Company's rights and obligations under this License Agreement resulting from merger, consolidation, voluntary sale or transfer of substantially all of Company's assets. Company shall provide written notice to the Board no more than ninety (90) days after the execution of any such transaction by which a parent, subsidiary, other subsidiary of the same parent,

or successor-in-interest will assume Company's obligations hereunder.

11. Notice

11.1. Any notice given pursuant to this License Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to the Board:

Jackson Hole Airport Board
P.O. Box 159
Jackson, Wyoming 83001
Telephone Number (307) 733-7695

With a copy to:

If to Company:

ARINC Incorporated; Attn: Real Estate Dept.
c/o Collins Aerospace
2551 Riva Road
Annapolis, MD 21401-7435
Telephone Number: (410) 266-4108

Notice shall be deemed given when delivered if hand-delivered by courier or five days after the date indicated on the postmark if sent by U.S. Mail. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

12. General Provisions

12.1. This License Agreement and all disputes arising hereunder shall be governed by the laws of the State of Wyoming. Venue and jurisdiction for all actions taken with respect to this License Agreement shall be in the United States District Court of the District of Wyoming or in the Teton County District Court.

12.2. In the event any provision of this License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall affect materially

the right of either party as set forth herein.

12.3. This License Agreement and all provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

12.4. This License Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein.

12.5. This License Agreement may be amended only in writing and executed by duly authorized representatives of the Parties. The Parties acknowledge and agree that this License Agreement may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

ATTEST:

JACKSON HOLE AIRPORT BOARD

Melissa Turley, Secretary

By: _____
Ed Liebzeit, President

ATTEST:

ARINC INCORPORATED

By: _____
Name: Susan Keegan
Title: Vice President
Date: _____

Exhibit A

Product Cut Sheet

E-SERIES ISP CO LOCATION CABINET

Three separate, secure compartments in the 7' (2.1 m) cabinet provide 14 usable rack-mount spaces for equipment mounting in each compartment. The E-Series ISP Co Location Cabinet is available in standard 30" and 36" (760 mm and 910 mm) usable mounting depths to accommodate most file server variations. The internal width is 19" or 23".

The cabinet features patented self-squaring construction to allow shipment in both fully assembled and partially assembled configurations. A patented, secure, 3-channel vertical cable raceway provides security for both data and power to each compartment. The cable raceway accommodates either overhead or floor cable access. Separate power distribution to each compartment protects each co-locator's equipment from power surges or outages caused by adjacent co-locators. Front and rear doors are lockable with optional keysets unique for each compartment. Each of the three compartments includes a separate vertical power strip (see bottom of page).

E-Series Cabinets feature an optional door mounted rear fan that draws in ambient air and expels heated air for effective temperature maintenance. For optimum efficiency when using the fan, the rear door features a solid (rather than perforated) design. Load Rating: 2000 lb (907.2 kg).

Patented



Optional door-mounted fan keeps equipment cool.



Each compartment includes a 125 VAC, 15 Amp rated power strip.

Part Number Configurator

When ordering an E-Series Cabinet, the part number is always preceded by the letter E. Use the part number matrix below to configure your E-Series Cabinet. Choose the Width, Height, Depth, Cabinet Style, Color, Door, and Shipping Option. **Example Cabinet Part Number: E1051-732**

E		W		H		D		S		-		C		D		O	
2. Width/Rails																	
in																	
19, Tapped 1																	
23, Tapped 2																	
19, Square-punched 3																	
23, Square-punched 4																	
3. Height																	
in mm																	
04 2130 0																	
(0) 14U compartments																	
4. Depth																	
in mm																	
30 760 3																	
36 910 5																	
6. Shipping Option																	
1 Knocked Down																	
2 Assembled																	
7. Doors																	
3 Vertically-plexiglass front/perforated metal rear																	
4 Perforated metal front/perforated metal rear																	
Perforated metal doors are 63% open for high airflow.																	
6. Color																	
1 Gray																	
2 Computer Beige																	
7 Black																	
5. Cabinet Style/Accessories																	
0 Side panels, no fan, standard locks																	
1 Side panels, fan, standard locks																	
2 Side panels, no fan, custom-keyed locks																	
3 Side panels, fan, custom-keyed locks																	
4 Baying, no fan, standard locks																	
5 Baying, fan, standard locks																	
6 Baying, no fan, custom-keyed locks																	
7 Baying, fan, custom-keyed locks																	



Cabinet Style

Notes:
Color refers to mounting rails, side panels and metal/perforated metal door panels. Frame is silver/colored anodized aluminum. For further assistance visit www.chatsworth.com.

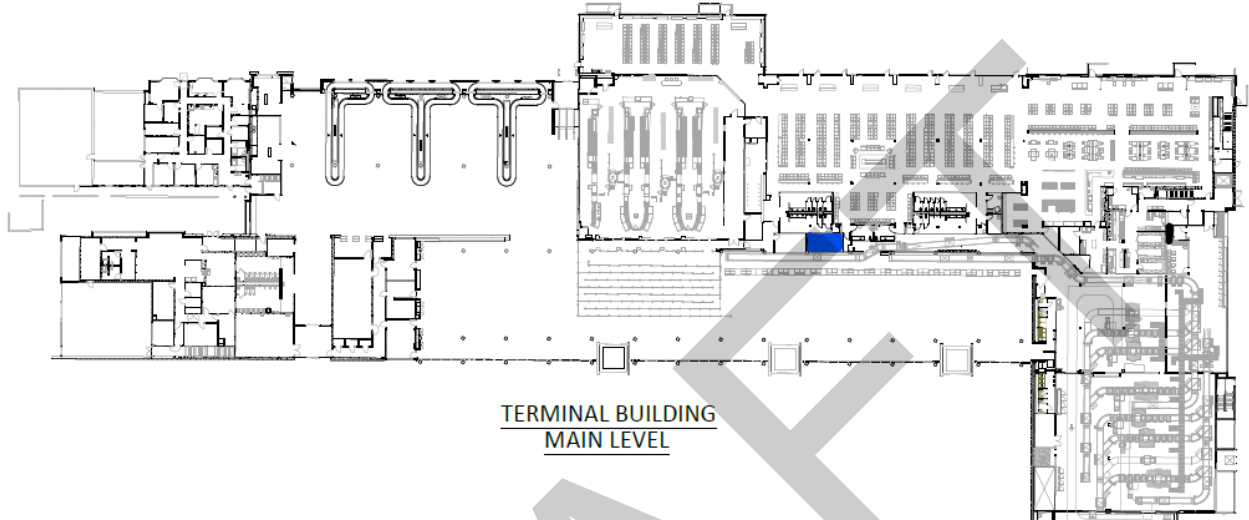
800-834-4969 in U.S. & Canada • www.chatsworth.com



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Exhibit B

**Room 132 Highlighted in Blue
Roof Penetration for Cabling in Room 132**



**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 7
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH JVIATION, A WOOLPERT COMPANY**

Aeronautical Survey and AC 18B Airspace Analysis

This Amendment No. 7 (the “Amendment”) is to that certain Engineering Services Agreement (the “Agreement”) between the **Jackson Hole Airport Board** ("Sponsor"), and **Woolpert, (formerly Jviation, a Woolpert Company)** ("Engineer") and is dated effective January 22, 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; and a Sixth Amendment to the Agreement, dated November 10, 2023 for DBE Goal and Reporting.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 7 to the Agreement to provide services as outlined in the Aeronautical Survey and AC 18B Airspace Analysis Supplement Scope of Work letter dated December 11, 2023.

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 December 11, 2023, 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, including the work of all sub-consultants described therein, shall be as set form in **Exhibit A**, and shall be in a not to exceed amount of Fifty Nine Thousand Four Hundred and Fifty Dollars and Zero Cents (\$59,450.00), 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.

SIGNATURES ON FOLLOWING PAGE

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

JACKSON HOLE AIRPORT BOARD ATTEST

By:

Ed Liezeit, President

By:

Melissa Turley, Secretary

WOOLPERT

By: _____

Print: _____

Title: _____

DRAFT

**SCOPE OF WORK
FOR
Jackson Hole Airport (JAC)
Jackson, Wyoming
AIP Project No. 3-56-0014-064-2020
Aeronautical Survey and AC 18B Airspace Analysis
Supplement to Amendment No. 1 Scope of Work for Runway 1/19 Reconstruction –
Construction Administration and Construction Management**

Woolpert will complete an aeronautical survey and airspace analysis to support the submission of as-built data from the recent Runway reconstruction project. This survey will follow the standards for an aeronautical survey and submission to the FAA Airports GIS (AGIS) through the FAA's Airport Data and Information Portal (ADIP) 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.*

This project will consist of completing an aeronautical survey and data collection project following the ***Instrument Procedure Development*** Column from Table 2-1 of the FAA AC -18B, a Vertically Guided Runway airspace analysis for all existing runways.

The specific task and task details are as follows:

1.0 Aeronautical Survey Data Collection and Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces

Woolpert will collect and submit the necessary data for an airspace analysis based on existing airfield conditions. All necessary existing data will be submitted through the Airport Data and Information Portal (ADIP) as required by the aforementioned Advisory Circulars (AC). The following items will be performed as a part of this survey:

- 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
- Prepare Airport Manager/Operator interviews
- 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 surface area defined by the **-18B Vertically guided (VG)** surfaces, as shown in *Exhibit No. 1*.
- Estimated 18 control points and 5 check points.
 - Collect imagery with a 6" ground sample distance (GSD), flight layout will be provided.
 - Collected with leaf-on conditions.
- Geo-referencing of aerial photography
- Perform or validate and document an airport airspace analysis based on existing airfield conditions for objects penetrating the Vertically Guided surfaces.
- Woolpert will request existing obstacle data from the FAA for review of the OIS. As a value-added service, Woolpert will validate and update existing obstacles as necessary to reduce the number of duplicated obstacles within the FAA obstacle database.
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- Field verify a sampling of critical existing obstacle data currently in the FAA Obstacle Authoritative Source
- Survey, monument, and document runway critical points (ends, thresholds, blast pads, stopways)
- Determine runway length and width
 - Determine runway profile on all runways using 50-foot station elements (10-foot stations and 10-foot offset left and right for all Part 139 airports)
 - Determine the touchdown zone elevation
 - Determine the runway true azimuth
 - Document runway critical features requiring digital photographs
 - Document runway critical features requiring sketches
- Determine or validate and document the position of navigational aids (NAVAID) and runway abeam points
- Document NAVAID features requiring digital photographs
 - Document NAVAID critical features requiring sketches
- Collect major landmark features within imagery coverage.
- Populate calculable and required attributes.
- Develop an AGIS-compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Prepare a 6" pixel resolution ortho-rectified aerial photo from collected imagery covering the extent identified in *Exhibit No. 2*
- Develop and submit a final project report
- Develop and submit an imagery acquisition report

Delivery Schedule

Woolpert will deliver the final deliverables for this project no later than August 15th, 2024, assuming NTP is issued prior to March 1, 2024. A formal project delivery schedule will be compiled based on project needs and negotiated prior to starting this project.

Fee Breakdown

The fee breakdown shown in the following table is based on Lump Sum progress billing. These fees are valid for 90 days from the date of this Statement of Work.

Fee Breakdown – Lump Sum	
Task Description	Fee
1.0 – Aeronautical Survey and AGIS Data Submittal	\$59,450
Lump Sum Fee Total	\$59,450

DRAFT

Exhibit No. 1 Surface Analysis AOI and Imagery Limits

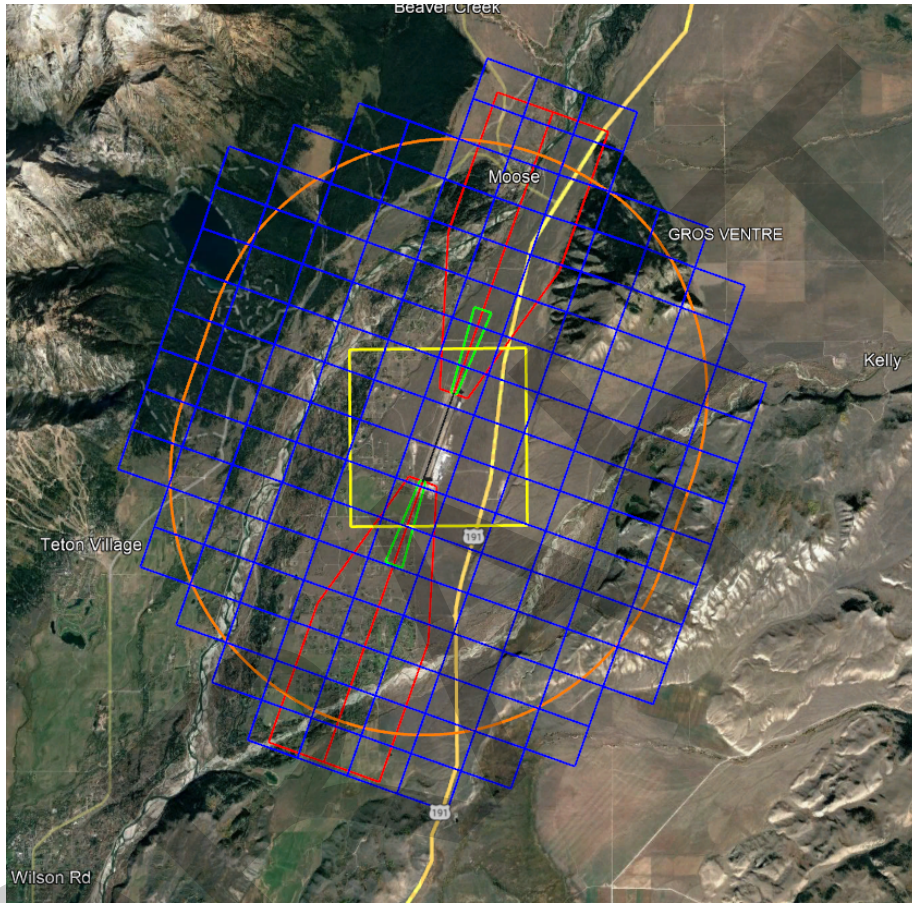


Exhibit No. 2
6" Ortho Limits

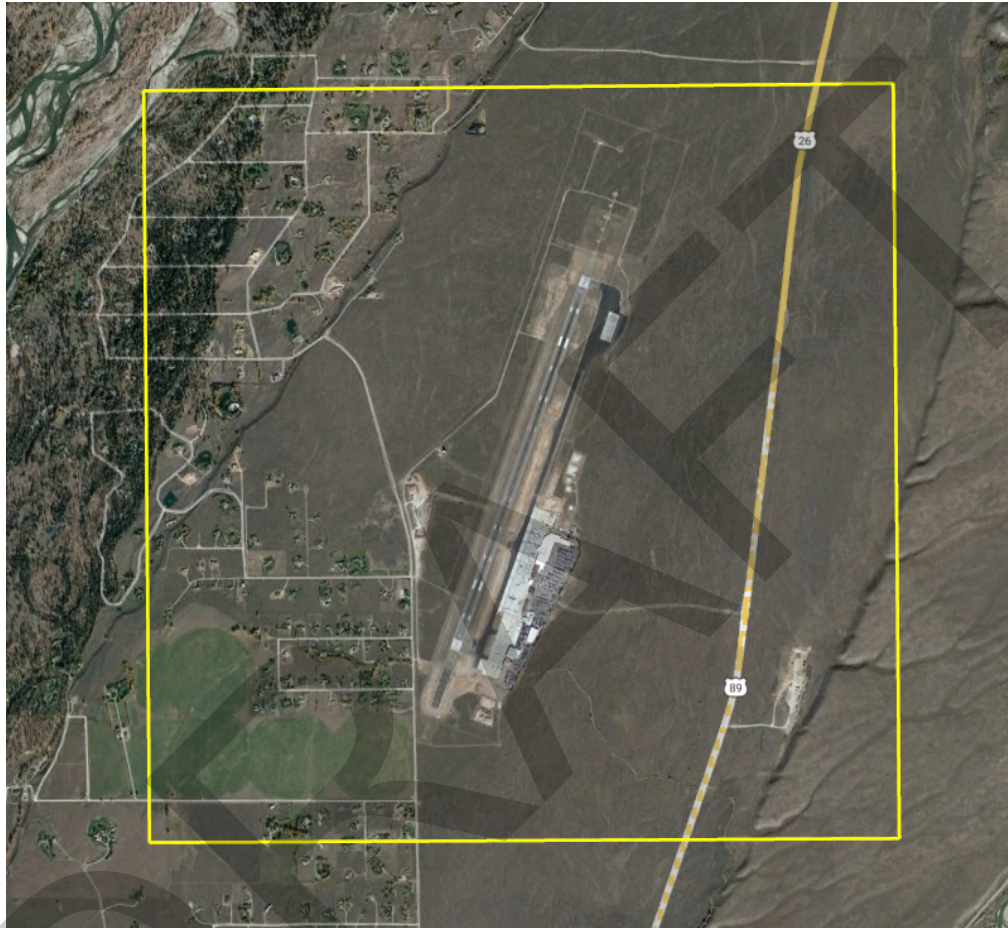


Exhibit No. 3

Table 2-1 Survey Requirements Matrix from AC 150/5300-18B

Intended End Use of the Data	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development	Comments
Required Tasks V				
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	•	
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	•	
Survey runway end(s)/threshold(s)	150/5300-18	•	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	• ¹	
Identify and survey any displaced threshold(s)	150/5300-18	•	•	
Monument displaced threshold(s)	150/5300-18	• ¹	•	
Document displaced threshold(s) location	150/5300-18	•	•	
Determine or validate runway length	150/5300-18	•	•	
Determine or validate runway width	150/5300-18	•	•	
Determine runway profile using 50 foot stations	150/5300-18	• ²	•	
Determine runway profile using 10 foot stations	150/5300-18	• ²	•	
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	•	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•		
Determine and document the horizontal extents of any Stopways	150/5300-18	•	•	
Determine any Stopway profiles	150/5300-18	•	•	
Determine if the runway has an associated clearway	150/5300-18	•		
Survey clearway to determine objects penetrating the slope	150/5300-18	•	•	
Determine and document the taxiway intersection to threshold distance	150/5300-18	•		
Determine runway true azimuth	150/5300-18	•	•	
Determine or validate and document the position of navigational aids	150/5300-18	•	•	
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18		•	
Determine potential navigational aid screening objects	150/5300-18			
Collect and document VOR receiver checkpoint location and associated data	150/5300-18			
Perform or validate and document an airport airspace analysis	150/5300-18	•	•	

Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	•	
Collect or validate and document airport planimetric data	150/5300-18	•		
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•		
Perform or validate a topographic survey	150/5300-18	•	• ⁴	
Collect and document runway and taxiway lighting	150/5300-18	•		
Collect and document parking stand coordinates	150/5300-18			
Collect cultural and natural features of landmark value	150/5300-18	•		
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•		
Determine all Land Use to 65 DNL contour	150/5300-18	•		Not provided by Woolpert
Document features requiring digital photographs	150/5300-18	•	•	
Document features requiring sketches	150/5300-18	•	•	
Collect position and type of runway markings	150/5300-18	•		
Collect position and type taxiway markings	150/5300-18			
Locate, collect, and document photo ID points	150/5300-17			
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•		Not provided by Woolpert
Collect imagery	150/5300-17	•	•	
Provide a final Project Report	150/5300-16/18	•	•	

¹Only when runway construction is involved.

²All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

³Only required for the identified Category II and III special topographic survey³³

⁴For Cat II and III radar altimeter area or if specifically requested

Exhibit No. 4

AC 150/5300-18B Required Feature Collection Table (when applicable)

Safety Critical			
Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
5.4.	Airfield		
5.4.10.	RunwayIntersection	X	
5.4.11.	RunwayLAHSO	X	
5.4.12.	RunwayElement	X	
5.4.18.	TouchDownLiftOff	X	
5.4.19.	MarkingArea (Runway only)	X	
5.4.20.	MarkingLine (Runway only)	X	
5.4.22.	Runway	X	
5.4.25.	RunwayBlastPad	X	
5.4.26.	RunwayEnd	X	
5.4.27.	RunwayLabel	X	
5.4.28.	Runway Safety Area Boundary (Existing)	X	
5.4.8.	RunwayCenterline	X	
5.4.9.	RunwayHelipadDesignSurfaces (Existing)	X	X
5.5.	Airspace		
5.5.2.	Obstacle	X	X
5.5.3.	ObstructionArea	X	X
5.5.4.	ObstructionIDSurface	X	X
5.8.	Geospatial		
5.8.	AirportControlPoints	X	X
5.8.9.	CoordinateGridArea	X	X
5.10.	Navigational Aids		
5.10.	Navaidequipment	X	X

Non-Safety Critical			
Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
5.4.	Airfield		
5.4.1.	AircraftGateStand	X	
5.4.14.	Taxiwayholdingposition	X	
5.4.15.	AirportSign	X	
5.4.16.	Apron	X	
5.4.17.	Deicing Area (Existing)	X	
5.4.19.	MarkingArea (Off Runway)	X	
5.4.2.	AircraftNonMovementArea	X	
5.4.20.	MarkingLine (Off Runway)	X	
5.4.21.	MovementArea	X	
5.4.24.	RunwayArrestingArea	X	
5.4.29.	Shoulder	X	
5.4.30.	TaxiwayIntersection	X	
5.4.31.	TaxiwayElement	X	
5.4.4.	AirfieldLight	X	
5.4.5.	ArrestingGear	X	
5.4.7.	PassengerLoadingBridge	X	
5.5.	Airspace		
5.5.1.	LandmarkSegment	X	X
5.5.5.	RunwayProtectArea (Existing)	X	
5.7.	Environmental		
5.7.11.	Shoreline	X	X
5.7.12.	Wetland (no official delineation)	X	
5.7.3.	Flood Zone	X	X
5.7.5.	Forest Stand Area	X	X
5.7.7.	Noise Contour	X	X
5.8.	Geospatial		
5.8.10.	ElevationContour	X	X
5.8.11.	ImageArea	X	X
5.9.	Man Made Structures		
5.9.1.	Building	X	X
5.9.4.	Fence	X	

5.9.5.	Gate	X	
5.9.6.	Tower	X	X
5.13.	Surface Transportation		
5.13.1.	Bridge	X	X
5.13.2.	DrivewayArea	X	
5.13.3.	DrivewayCenterline	X	
5.13.4.	ParkingLot	X	X
5.13.5.	RailroadCenterline	X	X
5.13.6.	RailroadYard	X	X
5.13.7.	RoadCenterline	X	X
5.13.8.	RoadPoint	X	X
5.13.9.	RoadSegment	X	X
5.14.	Utilities		
5.14.1.	TankSite	X	

DRAFT

**RESOLUTION NO. 2024-01
OF THE
JACKSON HOLE AIRPORT BOARD**

RE: ADOPTING THE WYOMING REGION 8 - 2020 HAZARD MITIGATION PLAN

January 22, 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 recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments;

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Jackson Hole Airport Board fully participated in the FEMA-prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Wyoming Office of Homeland Security and the Federal Emergency Management Agency Region VIII officials have reviewed the “Wyoming Region 8 – 2020 Hazard Mitigation Plan”, and approved it contingent upon this official adoption of the participating governing body;

WHEREAS, the Jackson Hole Airport Board desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the “Wyoming Region 8 – 2020 Hazard Mitigation Plan”.

WHEREAS, adoption by the governing body for the Jackson Hole Airport Board, demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Hazard Mitigation Plan.

WHEREAS, adoption of this legitimacies the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Upon motion duly made and seconded, the foregoing Resolution was adopted by the Jackson Hole Airport Board on this 22nd day of January, 2024.

Attest:

JACKSON HOLE AIRPORT BOARD

Melissa Turley, Secretary

Ed Liebzeit, President

DRAFT

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 8
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH JVIATION, A WOOLPERT COMPANY**

FEMA BRIC Program Grant Application

This Amendment No. 8 (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 January 22, 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; and a Seventh Amendment to the Agreement, dated January 22, 2024 for Aeronautical Survey and AC 18B Airspace Analysis.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 8 to the Agreement to provide services as outlined in the FEMA BRIC Program Grant Application for Subsurface Aerated Gravel Beds Surface Water Treatment System Scope of Work letter dated January 17, 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 January 17, 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, including the work of all sub-consultants described therein, shall be as set form in **Exhibit A**, and shall be in a not to exceed amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), 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.

SIGNATURES ON FOLLOWING PAGE

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

JACKSON HOLE AIRPORT BOARD ATTEST

By: _____

Ed Liezeit, President

By: _____

Melissa Turley, Secretary

WOOLPERT

By: _____

Print: _____

Title: _____

DRAFT

SCOPE OF WORK FOR JACKSON HOLE AIRPORT

Jackson, Wyoming
Project No. 10016808.08

FEMA BRIC Program Grant Application for Subsurface Aerated Gravel Beds Surface Water Treatment System

This is an Appendix attached to, made a part of and incorporated by reference to the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Jackson Hole Airport is indicated as “Sponsor” and Jviation, a Woolpert Company, is indicated as “Engineer.”

This project shall consist of preparing an application for a FEMA (Federal Emergency Management Agency) BRIC (Building Resilient Infrastructure and Communities) Program funding opportunity. The project being applied for is the Subsurface Aerated Gravel Beds Surface Water Treatment System Project and includes providing assistance, as requested by the Sponsor, for appropriate government support. 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.

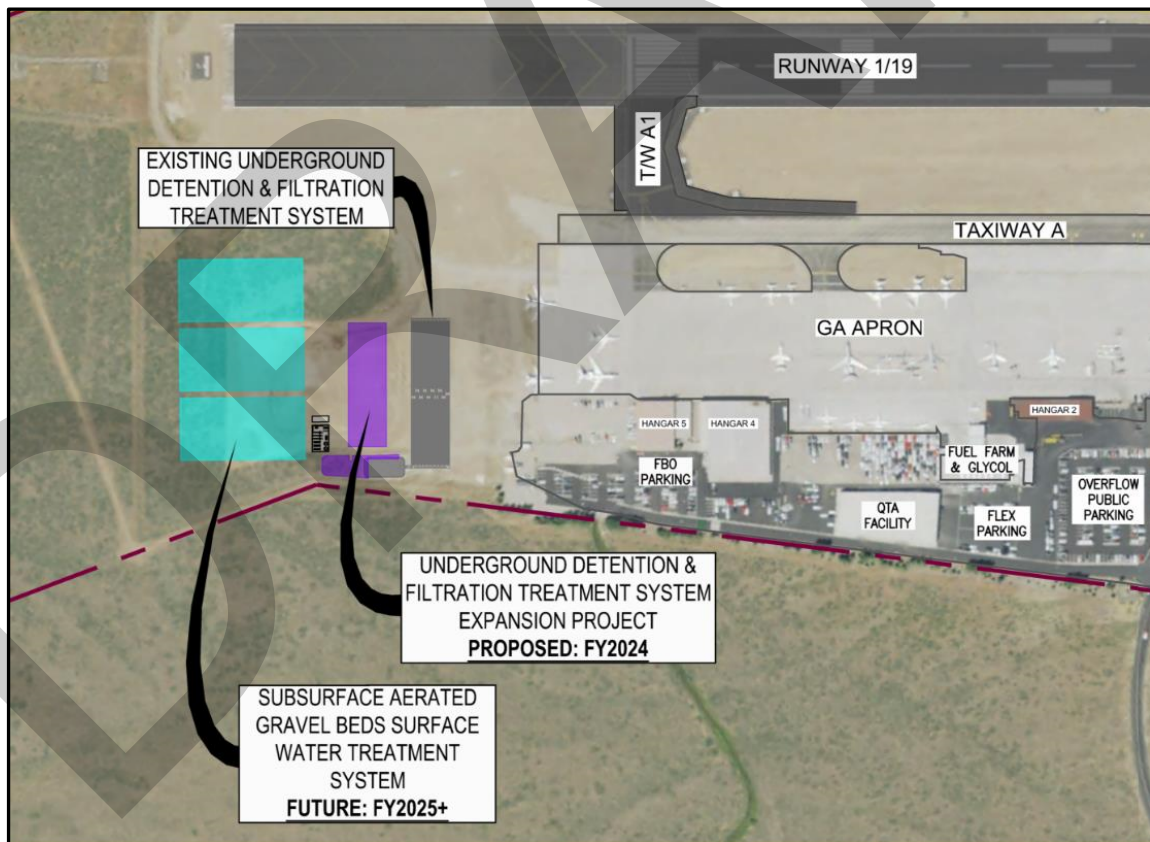


EXHIBIT NO. 1

DESCRIPTION

This project shall consist of completing all the required documentation, exhibits, costing, and other information for the FEMA BRIC Program Grant Application Funding Opportunity. Also included in this grant application is a Cost Benefit Analysis (CBA) that will be performed by a subconsultant. The due date for this application is February 28, 2024 and is contingent upon the approval of the Wyoming SHMO (State Hazard Mitigation Officer). Finally, this project will include appropriate government support, as requested by the sponsor, both prior to and following the submittal of the application.

1.0 Prepare FEMA BRIC Grant Application

1.01 Coordinate Cost Benefit Analysis (CBA). This task includes preparing the requirements for the CBA and negotiating with CBA subconsultant for a cost to perform the work included in the CBA.

1.02 Prepare Preliminary FEMA BRIC Grant Application. This task includes completing all the required documentation, exhibits, costing, and other items required for the FEMA BRIC application. This includes, but is not limited to:

- ➔ A minimum of 4 (four) infographic style maps for the project
- ➔ Describing the project with an emphasis on environmental hazard mitigation through natural based solutions
- ➔ Providing any data/statistics from similar projects at other airports
- ➔ Preparing and providing a cost estimate and any other required information for a subconsultant to complete the CBA
- ➔ Reviewing and providing comments to the CBA subconsultant
- ➔ Providing any photos of the existing site or other comparable systems at other airports
- ➔ Coordinate on getting letters of support from relevant organizations and local/regional/congressional political members.
- ➔ Developing and providing budget data
- ➔ Developing preliminary key project dates

1.03 Review Preliminary FEMA BRIC Grant Application with Sponsor. A web conference will be held with the Sponsor to review the preliminary FEMA BRIC Grant Application at least 4 days prior to submitting the final application to ensure accuracy and to allow the Sponsor to provide any comments that may need to be incorporated into the application.

1.04 Prepare Final FEMA BRIC Grant Application. Following the web conference under Task 1.03, a final FEMA BRIC grant application for the Subsurface Aerated Gravel Beds Surface Water Treatment System Project that includes any recommended updates or changes will be completed and sent to the Sponsor for submittal.

TASK 1 DELIVERABLES	TO SPONSOR
1.02 Preliminary FEMA BRIC Grant Application	✓
1.04 Final FEMA BRIC Grant Application	✓

2.0 Government Support

2.01 Provide Appropriate Government Support. This task includes providing any appropriate assistance and government support, as requested by the Sponsor, for the Subsurface Aerated Gravel Beds Surface Water Treatment System Project. This support will be provided before and after the submission of the FEMA BRIC grant application for the project.

Fee

The fee to perform the services described in the Scope of Work above will be on a time and materials basis with a not-to-exceed amount of \$25,000.

In addition, the fee for the subconsultant to complete the work associated with the Cost Benefit Analysis is not to exceed \$15,000.

The total fee for this project will be not to exceed of \$40,000.

Assumptions

1. The date for submitting the final FEMA BRIC grant application is February 28, 2024 and is contingent upon the approval of the Wyoming SHMO. It is assumed that coordination with the SHMO will be completed by the Sponsor and that approval will be received prior to the submission of the grant application.
2. It is assumed that all coordination, approvals, and review of the proposed project and the preliminary grant application will be completed in the appropriate time to finalize the application and send it to the Sponsor prior to the submittal due date of February 28, 2024.
3. The Sponsor will respond to a request for any information that may be required on the FEMA BRIC grant application that the Engineer may not have in an accurate and timely fashion to ensure the application can be completed and submitted by the due date of February 28, 2024.
4. The Sponsor is responsible for submitting the application through the FEMA portal as well as maintaining their registration for the portal. The Engineer can provide support for the submittal process, if needed.
5. It is assumed the Sponsor will coordinate with the Engineer for any appropriate government support that the Sponsor would like to have the Engineer assist with.

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 9
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH JVIATION, A WOOLPERT COMPANY**

USDOT RAISE Program Grant Application

This Amendment No. 9 (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 January 22, 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; and a Eighth Amendment to the Agreement, dated January 22, 2024 for FEMA BRIC Program Grant Application.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 9 to the Agreement to provide services as outlined in the USDOT RAISE Program Grant Application for Airport Entrance Road Improvements and Pedestrian/Bicycle Path Construction Scope of Work letter dated January 11, 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 January 11, 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, including the work of all sub-consultants described therein, shall be as set form in **Exhibit A**, and shall be in a not to exceed amount of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00), 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.

SIGNATURES ON FOLLOWING PAGE

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

JACKSON HOLE AIRPORT BOARD ATTEST

By: _____

Ed Liezeit, President

By: _____

Melissa Turley, Secretary

WOOLPERT

By: _____

Print: _____

Title: _____

DRAFT

SCOPE OF WORK FOR JACKSON HOLE AIRPORT

Jackson, Wyoming
Project No. 10016808.09

USDOT RAISE Program Grant Application for Airport Entrance Road Improvements and Pedestrian/Bicycle Path Construction

This is an Appendix attached to, made a part of and incorporated by reference to the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Jackson Hole Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer."

This project shall consist of preparing an application for a USDOT (United States Department of Transportation) RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Program funding opportunity. The project being applied for is the Airport Entrance Road Improvements and Pedestrian/Bike Path Construction and includes providing assistance, as requested by the Sponsor, for appropriate government support. 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.

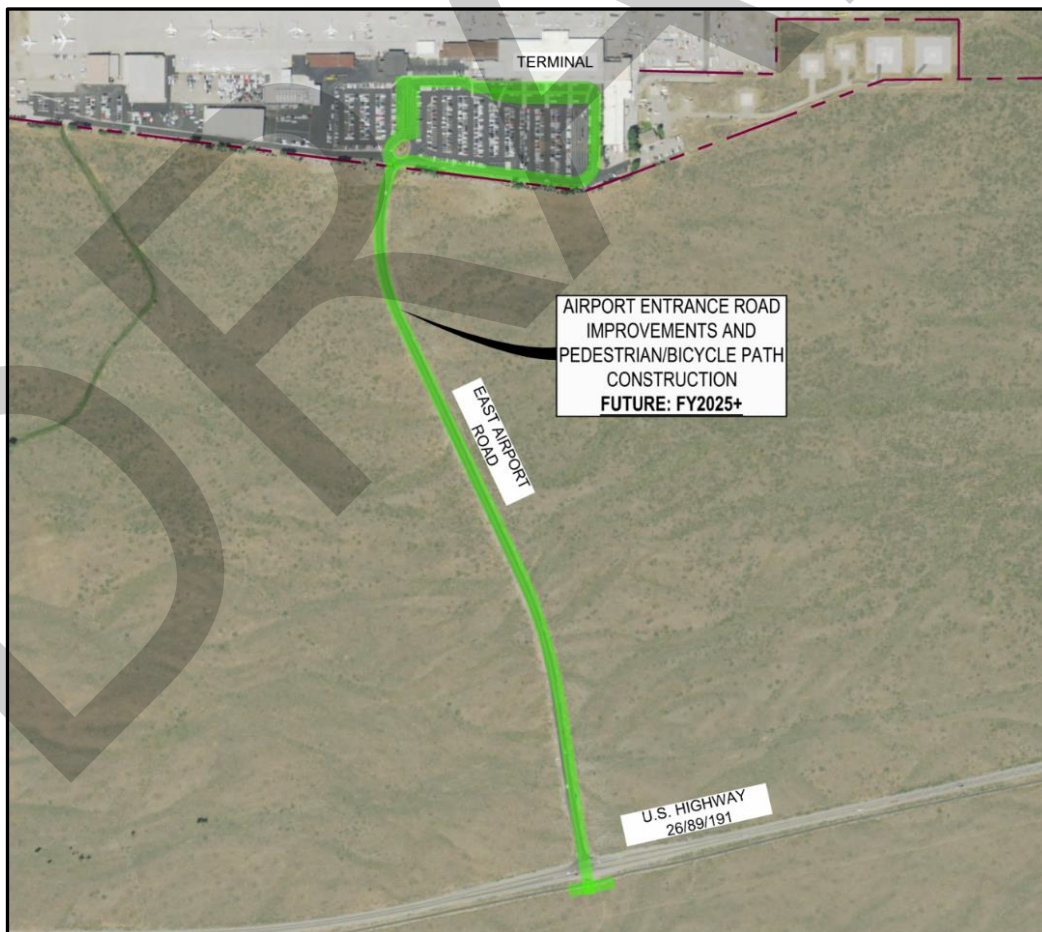


EXHIBIT NO. 1

DESCRIPTION

This project shall consist of completing all the required documentation, exhibits, costing, and other information for the USDOT RAISE Program Grant Application Funding Opportunity. Also included in this grant application is a Cost Benefit Analysis (CBA) that will be performed by a subconsultant. The due date for this application is February 28, 2024. Finally, this project will include appropriate government support, as requested by the sponsor, both prior to and following the submittal of the application.

1.0 Prepare USDOT RAISE Grant Application

1.01 Coordinate Cost Benefit Analysis (CBA). This task includes preparing the requirements for the CBA and negotiating with CBA subconsultant for a cost to perform the work included in the CBA.

1.02 Prepare Preliminary USDOT RAISE Grant Application. This task includes completing all the required documentation, exhibits, costing, and other items required for the USDOT RAISE application. This includes, but is not limited to:

- A minimum of 2 (two) infographic style maps for the project
- Describing the project with an emphasis on multi-modal, public transit, bicycle, or pedestrian facilities
- Providing any data/statistics from similar projects at other airports
- Preparing and providing a cost estimate and any other required information for a subconsultant to complete the CBA
- Reviewing the and providing comments on the CBA to the subconsultant
- Providing any photos of the existing project site
- Coordinate on getting letters of support from relevant organizations and local/regional/congressional political members
- Developing and providing land and budget data
- Developing preliminary key project dates

1.03 Review Preliminary USDOT RAISE Program Grant Application with Sponsor. A web conference will be held with the Sponsor to review the preliminary USDOT RAISE Program Grant Application at least 4 days prior to submitting the final application to ensure accuracy and to allow the Sponsor to provide any comments that may need to be incorporated into the application.

1.04 Prepare Final USDOT RAISE Grant Application. Following the web conference under Task 1.03, a final USDOT RAISE grant application for the Airport Entrance Road Improvements and Pedestrian/Bike Path Construction Project that includes any recommended updates or changes will be completed and sent to the Sponsor for submittal.

TASK 1 DELIVERABLES	TO SPONSOR
1.02 Preliminary USDOT RAISE Grant Application	✓
1.04 Final USDOT RAISE Grant Application	✓

2.0 Government Support

2.01 Provide Appropriate Government Support. This task includes providing any appropriate outreach, coordination and government support, as requested by the Sponsor, for the Airport Entrance Road Improvements and Pedestrian/Bike Path Construction Project. This support will be provided before and after the submission of the USDOT RAISE grant application for the project.

Fee

The fee to perform the services described in the Scope of Work above will be on a time and materials basis with a not-to-exceed amount of \$30,000.

In addition, the fee for the subconsultant to complete the work associated with the Cost Benefit Analysis is not-to-exceed \$25,000.

The total fee for this project will be not to exceed of \$55,000.

Assumptions

1. It is assumed that all coordination, approvals, and review of the proposed project and the preliminary grant application will be completed in the appropriate time to finalize the application and send it to the Sponsor prior to the submittal due date of February 28, 2024.
2. The Sponsor will respond to a request for any information that may be required on the USDOT RAISE grant application that the Engineer may not have in an accurate and timely fashion to ensure the application can be completed and submitted by the due date of February 28, 2024.
3. The Sponsor is responsible for submitting the application through the USDOT portal as well as maintaining their registration for the portal. The Engineer can provide support for the submittal process, if needed.
4. It is assumed the Sponsor will coordinate with the Engineer for any appropriate government support that the Sponsor would like to have the Engineer assist with.

AMENDMENT NO. 2024-5 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for
Preconstruction Services)

WORK ELEMENT: FBO Terminal & Administration Building

Dated January 22, 2024.

Pursuant to Section 3.4 of the Agreement dated January 27, 2022, between the Owner, Jackson Hole Airport Board, and the Contractor, Wadman Corporation (the "Agreement"), for Jackson Hole Airport Fixed Base Operator (FBO) Facilities Development Project (the Project), the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the work incorporated in this work element (the "Work" hereinafter). Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work included in this Amendment No. 2024-5, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is Forty-Seven Million Forty-Three Thousand Eight Hundred Fourteen Dollars and No Cents (\$47,043,814.00) (the "GMP Amount"). For detail, see attached Wadman GMP proposal, annexed hereto as **EXHIBIT B**.

Any savings resulting from completion of the Work included in this Amendment No. 2024-5 at a cost below the GMP Amount minus the Construction Contingency Allowance amount and Design Development Contingency Allowance included in the Wadman GMP proposal shall be shared 70% to the OWNER and 30% to the CONTRACTOR.

The GMP is for the performance of the Work in accordance with the Exhibits listed below and attached hereto, which are incorporated by reference, and are part of this Agreement.

EXHIBIT A Drawings and Specifications, including Addenda, previously delivered electronically by the Owner:

1. FBO Terminal & Administration Building - Permit Documents Issued for Bid Dated 09/07/2023 (248 pages)
2. FBO Terminal & Administration Building - Project Manual Permit Set dated 09/07/2023 Issued for Bid Dated 10/23/2023 (1,347 pages)
3. Addendum No. 1 - Narrative Issue Date 11/06/2023 (14 pages), Plans Dated 11/06/2023 (94 pages), Project Manual Noted Issued by Addendum #1 (126 pages)
4. Addendum No. 2 - Narrative Issue Date 11/10/2023 (4 pages), Plans Dated 11/10/2023 (21 pages), Project Manual received 11/10/2023 (74 pages)



5. Addendum No. 3 – Narrative Issue Date 11/13/2023 (12 pages), Plans Dated 11/13/2023 (54 pages), Project Manual Revisions noted “Bid Addendum #3” issued 11/13/2023 (33 pages)

EXHIBIT B CONTRACTOR’s GMP proposal for this work element dated 12.01.2023, 5 pages.

EXHIBIT C Assumptions and Clarifications on which the GMP is based, dated 12.01.2023, 2 pages.

EXHIBIT D Preliminary Construction Schedule on which the GMP is based, dated 10.20.2023, 4 pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work included in this Amendment No. 2024-5 is November 14, 2025. This Substantial Completion date assumes the Contractor will be given Notice To Proceed, and all required permits will be issued no later than March 15, 2024.

Liquidated Damages of \$2,700.00 per day shall be assessed under Section 6.6.1 of the Agreement.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work included in this Amendment No. 2024-5 is within ninety (90) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

Liquidated Damages of \$500.00 per day shall be assessed under Section 6.6.2 of the Agreement.

This Amendment No. 2024-5 is entered into effective as of January 22, 2024.

OWNER: Jackson Hole Airport Board

BY: _____
Ed Liebzeit, President

ATTEST: _____
Melissa Turley, Secretary

CONTRACTOR: Wadman Corporation

BY: _____
Dave Hogan, President

WITNESS: _____
Amber Coffin, Office Manager

END OF DOCUMENT.

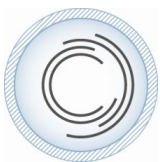


EXHIBIT B

FBO Terminal & Administration Building							
12.01.2023							
Cost Estimate							
DESCRIPTION	Estimate			Total	Size	32,789	Sq Ft
	Quantity	UM	Unit Cost				
Division 03 - Concrete	QNTY	UM	Unit Cost	Total			
Footings & Foundations	1	SUB	\$ 3,903,700	\$ 3,903,700			
Basement Walls	1	SUB	inc	inc			
Basement Slab / Topping Slabs	1	SUB	inc	inc			
Site Concrete	1	SUB	inc	inc			
Under Slab Vapor Barrier	1	SUB	inc	inc			
Rebar Package	1	SUB	inc	inc			
Precast Concrete Hollow Core Planks	1	SUB	\$ 374,656	\$ 374,656			
			System Subtotal		\$4,278,356		
Division 04 - Masonry	QNTY	UM	Unit Cost	Total			
Unit Masonry	1	SUB	\$ 1,104,000	\$ 1,104,000			
Anchored Stone Masonry Veneer	1	SUB	inc	inc			
Cast Stone	1	SUB	inc	inc			
Masonry Rebar	1	SUB	inc	inc			
			System Subtotal		\$1,104,000		
Division 05 - Metal	QNTY	UM	Unit Cost	Total			
Structural Steel Framing	1	SUB	\$ 2,480,812	\$ 2,480,812			
Architecturally-Exposed Structural Steel Framing	1	SUB	inc	inc			
Structural Thermal Breaks	1	SUB	inc	inc			
Steel Decking	1	SUB	inc	inc			
Metal Fabrications	1	SUB	inc	inc			
Metal Pan Stairs	1	SUB	inc	inc			
Decorative Metal Stairs	1	SUB	inc	inc			
Decorative Metal Railings	1	SUB	inc	inc			
Interior Decorative Formed Metal (Blackened Steel Panels)	1	SUB	inc	inc			
Misc. Steel (Connections, Bolts, Etc.)	1	SUB	inc	inc			
Erection of Structural Steel	1	SUB	inc	inc			
Transporting W36x361 Beams to Site	1	BUDGET	\$ 10,000	\$ 10,000			Already purchased through Hangar 3, need to transport to site for new fabricator if HA fab is not used for this project.
Column Covers	1	ALLOWANCE	\$ 20,000	\$ 20,000			Drawings not clear as to where and how many - TBD
			System Subtotal		\$2,510,812		
Division 06 - Wood	QNTY	UM	Unit Cost	Total			
Miscellaneous Rough Carpentry	1	SUB	\$ 532,302	\$ 532,302			
Sheathing	1	SUB	inc	inc			
Finish Carpentry	1	SUB	inc	inc			
Exterior Finish Carpentry	1	SUB	inc	inc			
Wood on Planters	1	SUB	inc	inc			
Wadman Carpentry	1	WADMAN	\$ 50,000	\$ 50,000			
Architectural Wood Casework	1	SUB	\$ 605,506	\$ 605,506			
Countertops	1	SUB	inc	inc			
Metal Countertops	1	SUB	inc	inc			
			System Subtotal		\$1,187,808		
Division 07 - Thermal & Moisture Protection	QNTY	UM	Unit Cost	Total			
Self-Adhering Sheet Waterproofing	1	SUB	\$ 337,466	\$ 337,466			
Rigid Insulation	1	SUB	inc	inc			
Fluid-Applied Membrane Air Barrier	1	SUB	inc	inc			
Thermal Insulation / Foamed-In-Place Insulation	1	SUB	\$ 107,205	\$ 107,205			
Metal Plate Wall Panels	1	SUB	\$ 2,645,648	\$ 2,645,648			
Panelized Facade Screen System	1	SUB	inc	inc			
Rainscreen Attachment System	1	SUB	inc	inc			
Formed Metal Wall Panels	1	SUB	inc	inc			
PVC Roofing / Insulation System	1	SUB	\$ 635,506	\$ 635,506			
Sheet Metal Flashing and Trim	1	SUB	inc	inc			
Roof Specialties	1	SUB	inc	inc			
Roof Accessories	1	SUB	\$ 8,850	\$ 8,850			
Firestopping	1	BUDGET	\$ 85,000	\$ 85,000			
Joint Sealants	1	BUDGET	inc	inc			
			System Subtotal		\$3,819,675		
Division 08 - Openings	QNTY	UM	Unit Cost	Total			
Doors, Frames, Hardware	1	SUB	\$ 262,738	\$ 262,738			

	Door Installation	1	BUDGET	\$ 40,000	\$ 40,000	
	Aluminum-Framed Entrances and Storefronts	1	SUB	\$ 1,346,967	\$ 1,346,967	
	Aluminum Framed Folding Glass Storefront	1	SUB	inc	inc	
	Bullet Resistant Doors and Storefront	1	SUB	inc	inc	
	Glazed Aluminum Curtain Wall / Glazing	1	SUB	inc	inc	
	Sliding Automatic Entrances	1	SUB	inc	inc	
	Interior Glass Partitions	1	SUB	inc	inc	
	Architectural Window Films	1	SUB	inc	inc	
	Mirrors	1	SUB	inc	inc	
				System Subtotal	\$1,649,705	
Division 09 - Finishes		QNTY	UM	Unit Cost	Total	
	Metal Stud Framing & Gypsum Sheathing	1	SUB	\$ 888,936	\$ 888,936	
	Acoustical Ceiling	1	SUB	\$ 1,846,361	\$ 1,846,361	
	Wood Ceiling and Wall Slats	1	SUB	inc	inc	
	Scaffolding	1	BUDGET	\$ 20,000	\$ 20,000	
	Engineered Wood Flooring	1	SUB	\$ 1,040,803	\$ 1,040,803	
	Resilient Flooring / Resilient Wall Base	1	SUB	inc	inc	
	Tile Carpeting	1	SUB	inc	inc	
	Entrance Floor Grilles	1	SUB	inc	inc	
	Tiling	1	SUB	inc	inc	
	Fluid-Applied Flooring (Epoxy)	1	SUB	\$ 46,000	\$ 46,000	
	Fluid-Applied Flooring (Concrete Sealer)	1	SUB	\$ 14,500	\$ 14,500	
	Wall Coverings / Interior and Exterior Painting	1	SUB	\$ 258,464	\$ 258,464	
	Staining & Transparent Finishing	1	BUDGET	\$ 25,000	\$ 25,000	
				System Subtotal	\$4,140,064	
Division 10 / 11 - Specialties / Food Service Equipment		QNTY	UM	Unit Cost	Total	
	Panel Signage	1	SUB	\$ 273,934	\$ 273,934	
	Monitors / Fold Down Monitors	1	SUB	inc	inc	
	Wire Mesh Partitions	1	SUB	\$ 57,421	\$ 57,421	
	Folding Panel Partitions	1	SUB	\$ 68,828	\$ 68,828	
	Phenolic Toilet Compartments	1	SUB	\$ 235,230	\$ 235,230	
	Toilet Accessories	1	SUB	inc	inc	
	Bullet Resistant Fiberglass Panels	1	SUB	inc	inc	
	Plastic Paneling	1	SUB	inc	inc	
	Emergency Aid Specialties	1	SUB	inc	inc	
	Fire Extinguishers and Cabinets	1	SUB	inc	inc	
	Metal Lockers & Misc. Accessories	1	SUB	inc	inc	
	Access Panels	1	BUDGET	\$ 25,000	\$ 25,000	
	Manufactured Fireplaces	1	SUB	\$ 48,150	\$ 48,150	
	Residential Appliances	1	SUB	\$ 98,942	\$ 98,942	
	Foodservice Equipment	1	SUB	inc	inc	
	Laundry Equipment	1	SUB	inc	inc	
	Printer	1	BUDGET	\$ 500	\$ 500	
				System Subtotal	\$808,005	
Division 12 / 14 - Furnishings / Conveying Equipment		QNTY	UM	Unit Cost	Total	
	Window Shades	1	SUB	\$ 79,784	\$ 79,784	
	Machine Room-Less Hydraulic Elevators	1	SUB	\$ 435,731	\$ 435,731	
				System Subtotal	\$515,515	
Division 21 - Fire Suppression		QNTY	UM	Unit Cost	Total	
	Fire Suppression	1	SUB	\$ 331,293	\$ 331,293	
				System Subtotal	\$331,293	
Division 22 / 23 - Mechanical		QNTY	UM	Unit Cost	Total	
	Plumbing	1	SUB	\$ 3,474,659	\$ 3,474,659	
	Geothermal Wells (2)	1	SUB	inc	inc	
	HVAC	1	SUB	\$ 4,109,345	\$ 4,109,345	
	Fixed Louvers	1	SUB	inc	inc	
				System Subtotal	\$7,584,004	
Division 26 / 27 / 28 - Electrical		QNTY	UM	Unit Cost	Total	
	Electrical	1	SUB	\$ 4,805,177	\$ 4,805,177	
	Communications	1	SUB	inc	inc	
	Electronic Safety and Security	1	SUB	inc	inc	
				System Subtotal	\$4,805,177	
Division 02 / 31 / 32 / 33 - Existing Conditions / Civil Work / Utilities / Landscape		QNTY	UM	Unit Cost	Total	
EXISTING CONDITIONS / MISC. SITE WORK						

	Survey	1	SUB	\$ 18,000	\$ 18,000	
	SWPPP	1	BUDGET	\$ 20,000	\$ 20,000	
	MOCK-UP (Footings, Demo, Framing, Etc)	1	BUDGET	\$ 75,000	\$ 75,000	
	Temporary Fencing	1	SUB	\$ 232,668	\$ 232,668	
	Permanent Fencing	1	SUB	inc	inc	
	Hydraulic Pivot Gate	1	SUB	inc	inc	
	PARCS Relocation (Skidata)	1	SUB	\$ 23,570	\$ 23,570	
	Asphalt Paving	1	SUB	\$ 324,584	\$ 324,584	
	Striping / Signage	1	SUB	inc	inc	
DEMOLITION						
	Structure Demolition	1	SUB	\$ 293,149	\$ 293,149	
	Sawcutting	1	SUB	inc	inc	
	Other Misc. Site Demolition	1	SUB	inc	inc	
CIVIL WORK						
	Site Clearing / Excavation	1	SUB	\$ 2,791,907	\$ 2,791,907	
	Demolition of Asphalt and Concrete	1	SUB	inc	inc	
	Building / Structure Excavation	1	SUB	inc	inc	
	Flatwork / Concrete Preparation	1	SUB	inc	inc	
	Shoring	1	SUB	\$ 699,558	\$ 699,558	
UTILITIES						
	Water	1	SUB	inc	inc	
	Sewer	1	SUB	inc	inc	
	Storm	1	SUB	inc	inc	
	Electrical Conduits Trench (Duct Bank)	1	SUB	inc	inc	
	Gas Service Line Trench Only	1	SUB	inc	inc	
LANDSCAPE						
	Landscape / Irrigation	1	SUB	\$ 272,500	\$ 272,500	
				System Subtotal	\$4,750,936	
HARD COSTS SUBTOTAL						
					\$37,485,350	
GENERAL CONDITIONS						
GENERAL CONDITIONS		QNTY	UM	Unit Cost	Total	
	Personnel Costs	20	MTH	\$ 113,040	\$ 2,260,800	
	Onsite General Conditions Only	20	MTH	\$ 23,901	\$ 478,023	
	Weather Conditions	1	Allowance	\$ 300,000	\$ 300,000	
	Smart Windows	1	Allowance	\$ 600,000	\$ 600,000	
	Decorative Lighting (J14)	1	Allowance	\$ 50,000	\$ 50,000	
	Signage	1	Allowance	\$ 50,000	\$ 50,000	
	Screening of Wells & Electrical Gear	1	Allowance	\$ 100,000	\$ 100,000	
	Final Cleaning	1	LS	\$ 7,869	\$ 7,869	
	Commissioning	1	LS	\$ 67,750	\$ 67,750	
	Project Management Software (Yr1)	1	LS	\$ 36,821	\$ 36,821	Procure
	Project Management Software (Yr2)	1	LS	\$ 26,821	\$ 26,821	Procure
	BIM	1	LS	\$ 131,450	\$ 131,450	Baxter BIM - clash detection/resolution
	Testing			by owner	by owner	by owner - per other projects
	Special Inspections			by owner	by owner	by owner - per other projects
				System Subtotal	\$4,109,534	
SUMMARY SUBTOTAL						
					\$41,594,884	
CMAR MARKUP						
CMAR		QNTY	UM	Unit Cost	Total	
	Contractor Fee	4.00%	%	\$ 41,594,884	\$ 1,663,795	
	General Liability Insurance	0.40%	%	\$ 41,594,884	\$ 166,380	
	Builders Risk Insurance	0.35%	%	\$ 41,594,884	\$ 145,582	
	Performance / Payment Bond	0.85%	%	\$ 41,594,884	\$ 353,557	
				System Subtotal	\$2,329,314	
GMP SUBTOTAL				\$43,924,198		
	Construction Contingency Allowance	5.00%	%	\$ 41,594,884	\$ 2,079,744	
	Design Development Contingency Allowance	2.50%	%	\$ 41,594,884	\$ 1,039,872	
GMP TOTAL				\$47,043,814		

SCHEDULE OF GENERAL CONDITIONS

CONTRACTOR: [WADMAN CORPORATION](#)
 PROJECT: [FBO Terminal Building](#)
 LOCATION: [Jackson, WY](#)
 DATE: [2023-2025](#)

STAFFING	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
Project Management				
Project Director - Dallin Chambers	1	Mth	\$1,232.00	\$1,232.00
Project Manager - Sam Venable	1	Mth	\$8,490.00	\$8,490.00
Scheduler - Baxter BIM	1	Mth	\$3,340.00	\$3,340.00
Project Assistant - Aspen Rasmussen	1	Mth	\$4,730.00	\$4,730.00
Subtotal Project Management				\$17,792.00
Site Supervision				
General Superintendent	1	Mth	\$13,321.00	\$13,321.00
Per Diem	1	Mth	\$2,100.00	\$2,100.00
Travel (Monthly)	1	Mth	\$300.00	\$300.00
Lodging	1	Mth	\$2,100.00	\$2,100.00
Assistant Superintendent	1	Mth	\$13,321.00	\$13,321.00
Per Diem	1	Mth	\$2,100.00	\$2,100.00
Travel (Monthly)	1	Mth	\$300.00	\$300.00
Lodging	1	Mth	\$2,100.00	\$2,100.00
Project Engineer	1	Mth	\$11,180.00	\$11,180.00
Per Diem	1	Mth	\$2,100.00	\$2,100.00
Travel (Monthly)	1	Mth	\$300.00	\$300.00
Lodging	1	Mth	\$2,100.00	\$2,100.00
Carpenter	1	Mth	\$8,650.00	\$8,650.00
Per Diem	1	Mth	\$2,100.00	\$2,100.00
Travel (Monthly)	1	Mth	\$300.00	\$300.00
Lodging	1	Mth	\$2,100.00	\$2,100.00
Carpenter/Security & Escorting Help	1	Mth	\$8,650.00	\$8,650.00
Per Diem	1	Mth	\$2,100.00	\$2,100.00
Travel (Monthly)	1	Mth	\$300.00	\$300.00
Lodging	1	Mth	\$2,100.00	\$2,100.00
Safety Oversight from Office - Drew Muir	1	Mth	\$1,634.00	\$1,634.00
<i>INCREASE FOR FEDERAL</i> Project Accounting - AR + PA (30 hrs per week)	1	Mth	\$7,800.00	\$7,800.00
Subtotal Site Supervision				\$87,056.00
Cellular & Data Service				
Cellular & Data for Trailers	1	Mth	\$300.00	\$300.00
Subtotal Cellular & Data				\$300.00
Administrative Vehicle & Travel Expenses				
Travel (Monthly PM)	1	Mth	\$500.00	\$500.00
Truck Expenses	1	Mth	\$7,392.00	\$7,392.00
Subtotal Administrative Expenses				\$7,892.00
TOTAL STAFFING				\$113,040.00

SITE REQUIREMENTS	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
Temporary Offices / Mobilization				
Job Mobilization/Demobilization				N/A
Office Trailer - Wadman	1	Mth	\$2,500.00	\$2,500.00
Office Trailer - KLJ	1	Mth	\$2,000.00	\$2,000.00
Weekly Housekeeping			N/A	N/A
Office Furniture - Desks, Chairs, Etc. - Contractor				included in rate
Office Supplies - Paper , Misc items				included in rate
Office Equip. - Calculators, Shredders, Etc.				included in rate
Computers - including Software / maintenance	1	Mth	\$858.00	\$858.00

	Printers / Copier				included in rate
	IT Setup and Support - Wadman				included in rate
	IT Setup and Support - KLJ				included in rate
	Subtotal Temporary Offices				\$5,358.00
Other Site Expenses					
	Project Photos / Monthly Trip	1	Mth	N/A	N/A
	Timelapse Camera	1	Mth	\$650.00	\$650.00
	Project Signs	1	Mth	N/A	N/A
	Printing	1	Mth	N/A	N/A
	Subtotal Other Site Expenses				\$650.00
Temporary Facilities					
	Temporary Toilets	1	Mth	\$1,850.00	\$1,850.00
	Connex Transport	1	Mth	\$36.00	\$36.00
	Connex Rentals (2) - For Storage Usage	1	Mth	\$1,250.00	\$1,250.00
	Temporary Site Fencing				CONSTRUCTION COST
	Temporary Video Surveillance Monitoring				N/A
	Temporary Power & Lighting Setup & Distribution				by Electrician
	TEMP GAS SET UP AND CHARGES				OWNER DIRECT
	TEMP POWER SET UP AND MONTHLY CHARGES				OWNER DIRECT
	WINTER CONDITIONS ALLOWANCE				CONSTRUCTION COST ALLOWANCE
	WINTER BLANKETS & HEATERS				CONSTRUCTION COST ALLOWANCE
	Subtotal Temporary Utilities				\$3,136.00
Safety					
	Safety Materials	1	Mth	\$200.00	\$200.00
	First Aid Supplies	1	Mth	\$50.00	\$50.00
	Subtotal Safety				\$250.00
Plan Reproduction					
	Plan Reproduction - Permit Sets by A&E	1	Mth	\$71.43	\$71.43
	As Built Drawings & Records	1	Mth	\$17.86	\$17.86
	Operating Manuals	1	Mth	\$17.86	\$17.86
	Subtotal Plan Reproduction & Record Drawings				\$107.15
Project Cleanup					
	Progress Cleaning	1	Mth	\$2,500.00	\$2,500.00
	Dumpsters	1	Mth	\$1,650.00	\$1,650.00
	Final Cleanup/Building				CONSTRUCTION COST
	Subtotal Project Cleanup				\$4,150.00
Wadman Equipment					
	Consumable Equipment (Bits, Blades, etc.)	1	Mth	\$350.00	\$350.00
	Wadman Warehouse / Transport / Misc Deliveries	1	Mth	\$2,400.00	\$2,400.00
	Scissor Lift Rental	1	Mth	\$950.00	\$950.00
	Forklift/Material Handling/ Maintenance	1	Mth	\$5,900.00	\$5,900.00
	Forklift Fuel	1	Mth	\$650.00	\$650.00
	Subtotal Equipment				\$10,250.00
	TOTAL SITE REQUIREMENTS				\$23,901.15
	SUMMARY				
	TOTAL STAFFING				\$113,040.00
	TOTAL SITE REQUIREMENTS				\$23,901.15
	TOTAL MONTHLY GENERAL REQUIREMENTS				\$136,941.15

EXHIBIT C
ASSUMPTIONS & CLARIFICATIONS

JAC FBO TERMINAL BUILDING

12.01.2023

“If the Owner does not accept this GMP Proposal by December 18th, 2023, the CMAR reserves the right to renegotiate the GMP Amount to include any labor, material, and equipment cost increases incurred by the CMAR and subcontractors during the approval delay.”

Schedule Assumptions:

The Dates of Substantial Completion of the Work Are As Follows (Pending Permit & Long Lead Items):

- See attached schedule provided - Pricing is based upon this schedule.
- GMP Amendment approved by JAC Board December 18th, 2023
- Teton County building permit issued NLT the end of March 2024
- Critical material and equipment lead times do not exceed durations shown on schedule provided.
- On-site construction starts April 15th, 2024
- Substantial Completion November 14th, 2025
- Final Completion February 14th, 2026

Long-Lead Items:

- I. Darcy Solutions - 30 weeks
- II. Electrical Gear - 72 weeks

Construction & Design Assumptions:

- I. As an exception to Article 3.19.1 of the CMAR Agreement, the Owner shall pay all permit costs.
- II. As an exception to Article 3.9. of the CMAR Agreement, the CMAR shall engage a Commissioning Authority and coordinate all commissioning requirements in accordance with Specification Section 01 91 13, GENERAL CONDITIONING REQUIREMENTS. The CMAR will assure the Owner is timely provided copies of all commissioning documents, test results, and reports. Commissioning costs are included in the GMP Amount.
- III. There are a couple instances that the exterior elevations are calling out a MTL-A. This is not specified in the project manual or on the exterior finish schedule, due to other information in the plans it appears this is referencing the MP-C (Dri-Design) panel. That is how we bid it. If MTL-A is a different material we will need further clarification.
- IV. The 8” and 10” sunscreen blades reference 02 and 03/AE395 are not possible to be made as drawn, further decisions with the design team will need to be made for a mutually agreed upon final product.
- V. Concrete Slab on Grade for building interior is priced with 4” of WYDOT Grading W Road Base. The geotechnical report calls out 4” of WYDOT Grading GR, however this is not readily available.

- VI. We assume that we can export excavation spoils to a location on the airport site as done with previous projects.
- VII. Passenger car interior based on conversations with CLB Architects and Forms + Surfaces – car front is standard #4 satin stainless steel.
- VIII. Gasketing of hoistway frames/doors is not available or provided.
- IX. Provided elevator car and hoistway sills are stainless steel and not nickel (nickel no longer available) handrails and bumper rails are standard 3/8" thick..
- X. We do not include the cost for the lighting fixture J14 as noted in the drawings. We assume the J14 will be changed to something less than \$50,000
- XI. Allowances will only be applied after Owner accepts that the cost is appropriate.
- XII. Additional asbestos testing is excluded from our proposal. We assume this will be included by the Owner.
- XIII. Asbestos Remediation, if necessary, will be handled by the Owner.
- XIV. Our temporary fence has been figured similarly to how it has been done with the other phases at the airport; we did not include barb wire at the top. We plan to attach to concrete blocks and drill into the concrete where possible.
- XV. We have anticipated any overburden from excavation to be stockpiled on site.
- XVI. Supply Chain Issues due to unforeseen circumstances out of our control will be discussed with ownership and will be subject to change in timing and cost. All unforeseen conditions may result in additional time & costs.

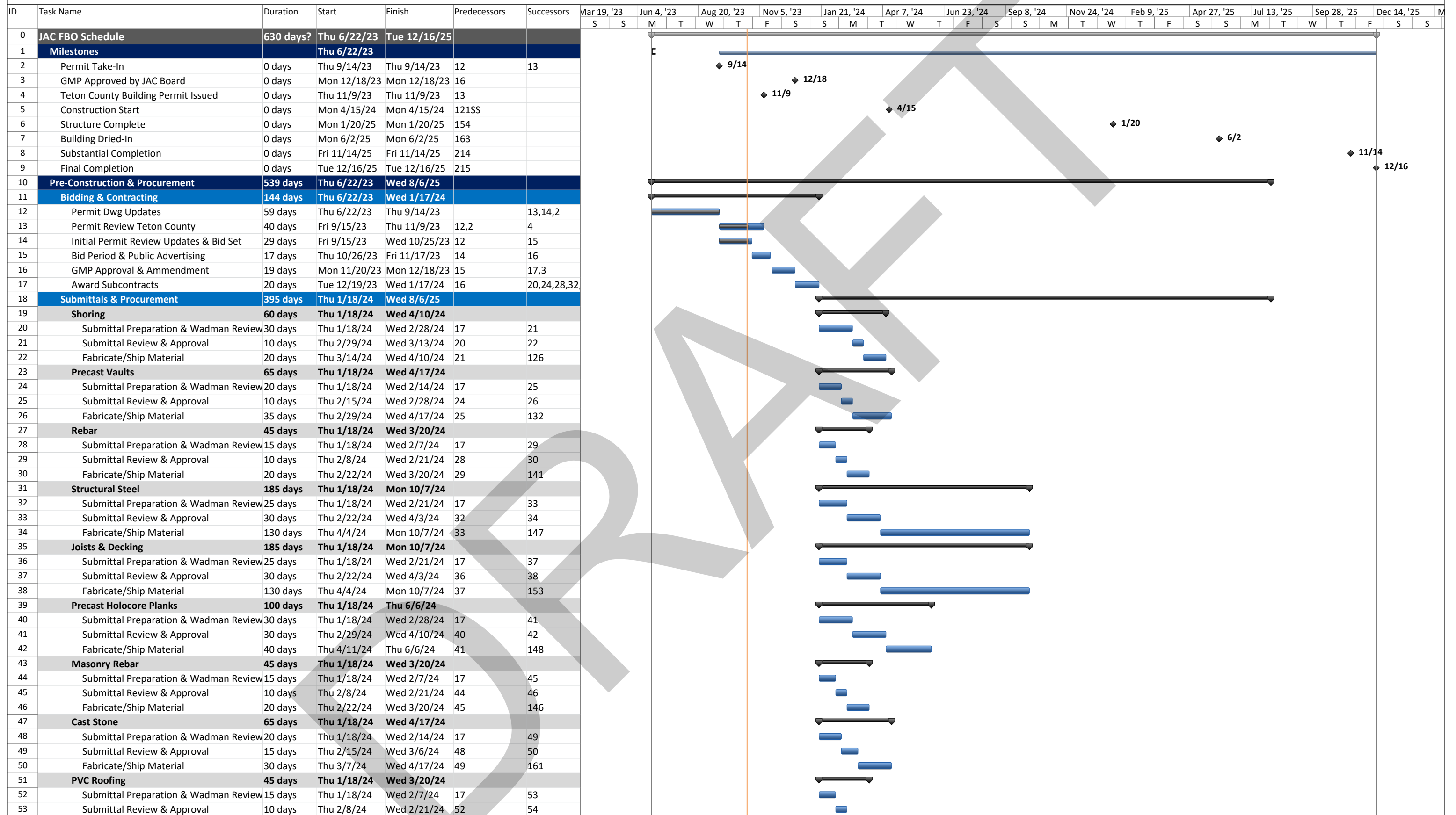
List of Drawings & Clarifications that our GMP was based upon.

1. FBO Terminal & Administration Building - Permit Documents Issued for Bid Dated 09/07/2023 (248 pages)
2. FBO Terminal & Administration Building - Project Manual Permit Set dated 09/07/2023 Issued for Bid Dated 10/23/2023 (1,347 pages)
3. Addendum No. 1 - Narrative Issue Date 11/06/2023 (14 pages), Plans Dated 11/06/2023 (94 pages), Project Manual Noted Issued by Addendum #1 (126 pages)
4. Addendum No. 2 - Narrative Issue Date 11/10/2023 (4 pages), Plans Dated 11/10/2023 (21 pages), Project Manual received 11/10/2023 (74 pages)
5. Addendum No. 3 – Narrative Issue Date 11/13/2023 (12 pages), Plans Dated 11/13/2023 (54 pages), Project Manual Revisions noted "Bid Addendum #3" issued 11/13/2023 (33 pages)

EXHIBIT D



JAC FBO Schedule

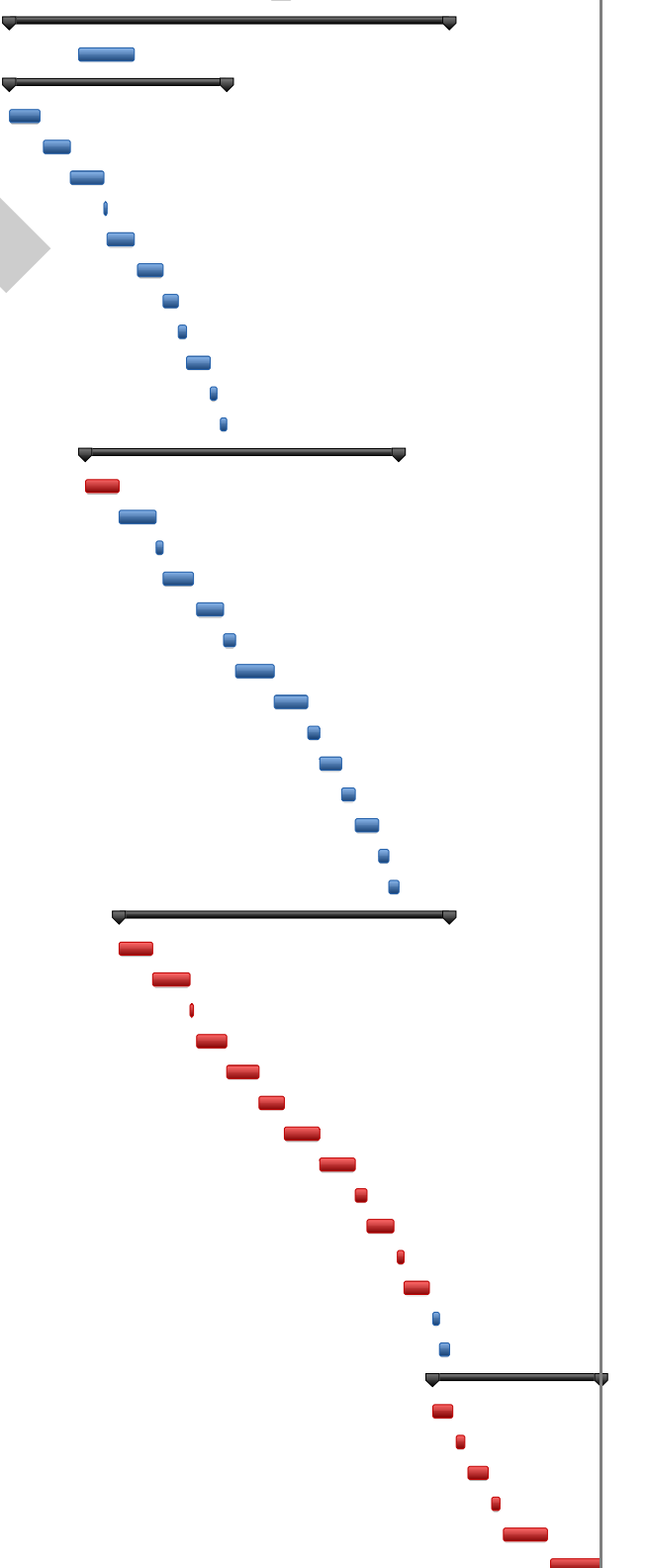


JAC FBO Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	Mar 19, '23	Jun 4, '23	Aug 20, '23	Nov 5, '23	Jan 21, '24	Apr 7, '24	Jun 23, '24	Sep 8, '24	Nov 24, '24	Feb 9, '25	Apr 27, '25	Jul 13, '25	Sep 28, '25	Dec 14, '25	M	
							S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
108	Submittal Preparation & Wadman Review	15 days	Thu 1/18/24	Wed 2/7/24	17	109																
109	Submittal Review & Approval	15 days	Thu 2/8/24	Wed 2/28/24	108	110																
110	Fabricate/Ship Material	150 days	Thu 2/29/24	Mon 9/30/24	109	148																
111	Heat Pumps (Basement)	180 days	Thu 1/18/24	Mon 9/30/24																		
112	Submittal Preparation & Wadman Review	15 days	Thu 1/18/24	Wed 2/7/24	17	113																
113	Submittal Review & Approval	15 days	Thu 2/8/24	Wed 2/28/24	112	114																
114	Fabricate/Ship Material	150 days	Thu 2/29/24	Mon 9/30/24	113	148																
115	Geothermal Pumping System (Basement)	170 days	Thu 1/18/24	Mon 9/16/24																		
116	Submittal Preparation & Wadman Review	25 days	Thu 1/18/24	Wed 2/21/24	17	117																
117	Submittal Review & Approval	20 days	Thu 2/22/24	Wed 3/20/24	116	118																
118	Fabricate/Ship Material	125 days	Thu 3/21/24	Mon 9/16/24	117	148																
119	Construction	424 days	Mon 4/15/24	Tue 12/16/25																		
120	Sitework	326 days	Mon 4/15/24	Mon 7/28/25																		
121	Site Setup & Temp Fence	3 days	Mon 4/15/24	Wed 4/17/24	17	122,55S																
122	Existing Hangar 4 Demolition	16 days	Thu 4/18/24	Thu 5/9/24	121	123																
123	Site & Pavement Demo	8 days	Fri 5/10/24	Tue 5/21/24	122	124,125																
124	Survey	2 days	Wed 5/22/24	Thu 5/23/24	123	126																
125	Erosion Control	2 days	Wed 5/22/24	Thu 5/23/24	123																	
126	Footing Excavation & Shoring (Lifts)	38 days	Fri 5/24/24	Thu 7/18/24	124,22	141																
127	Backfill & Compact Footings/Foundations	9 days	Tue 9/10/24	Fri 9/20/24	142	128																
128	Water Line	8 days	Mon 9/23/24	Wed 10/2/24	127	129																
129	Geothermal Well	16 days	Thu 10/3/24	Thu 10/24/24	128	130																
130	Sewer Line	9 days	Tue 4/1/25	Fri 4/11/25	129	131																
131	Dry Utilities	18 days	Mon 4/14/25	Wed 5/7/25	130	132																
132	Storm Water	13 days	Thu 5/8/25	Tue 5/27/25	131,26	133																
133	Grade & Prep Site Concrete	4 days	Wed 5/28/25	Mon 6/2/25	132	134																
134	F+P Site Concrete	12 days	Tue 6/3/25	Wed 6/18/25	133	135																
135	Grade & Prep Asphalt Paving	6 days	Thu 6/19/25	Thu 6/26/25	134	136																
136	Asphalt Paving	4 days	Fri 6/27/25	Wed 7/2/25	135	137,139																
137	AOA Fence & Gate	5 days	Thu 7/3/25	Thu 7/10/25	136	138																
138	Striping	2 days	Fri 7/11/25	Mon 7/14/25	137	213																
139	Landscaping	17 days	Thu 7/3/25	Mon 7/28/25	136	213																
140	Structure	126 days	Fri 7/19/24	Mon 1/20/25																		
141	F+P Footings	15 days	Fri 7/19/24	Thu 8/8/24	126,30	142																
142	F+P Foundation Walls & Columns	21 days	Fri 8/9/24	Mon 9/9/24	141	127,143																
143	Underslab Rough-Ins	7 days	Tue 9/10/24	Wed 9/18/24	142	144																
144	Grade & Prep Slab	2 days	Thu 9/19/24	Fri 9/20/24	143	145																
145	F+P SOG	7 days	Mon 9/23/24	Tue 10/1/24	144	146																
146	CMU Walls	16 days	Wed 10/2/24	Wed 10/23/24	145,46	147																
147	Steel Erection to Ground Floor	9 days	Thu 10/24/24	Tue 11/5/24	146,34	148																
148	Precast Holocore Planks	11 days	Wed 11/6/24	Wed 11/20/24	147,42,110,114,	149																
149	Topping Slab	5 days	Thu 11/21/24	Fri 11/29/24	148	150																
150	Steel Erection to Second Floor	10 days	Mon 12/2/24	Fri 12/13/24	149	151																
151	Metal Decking	4 days	Mon 12/16/24	Thu 12/19/24	150	152																
152	F+P Second Floor Slab on Deck	5 days	Fri 12/20/24	Mon 12/30/24	151	153,168																
153	Steel Erection to Roof	10 days	Tue 12/31/24	Tue 1/14/25	152,38	154,180																
154	Metal Decking & Detailing	4 days	Wed 1/15/25	Mon 1/20/25	153	156,157,6																
155	Exterior Shell	104 days	Tue 1/21/25	Mon 6/16/25																		
156	PVC Roofing	14 days	Tue 1/21/25	Fri 2/7/25	154,54	166																
157	Exterior Framing & Gyp Board	18 days	Tue 1/21/25	Thu 2/13/25	154	158,180																
158	Glazing	20 days	Fri 2/14/25	Thu 3/13/25	157,62,66	159																
159	Air Barrier	4 days	Fri 3/14/25	Wed 3/19/25	158	160																
160	Exterior Insulation Board	7 days	Thu 3/20/25	Fri 3/28/25	159	161																
161	Cast Stone	12 days	Mon 3/31/25	Tue 4/15/25	160,50	162																

JAC FBO Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	Mar 19, '23		Jun 4, '23		Aug 20, '23		Nov 5, '23		Jan 21, '24		Apr 7, '24		Jun 23, '24		Sep 8, '24		Nov 24, '24		Feb 9, '25		Apr 27, '25		Jul 13, '25		Sep 28, '25		Dec 14, '25		M	
							S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F		S
162	Metal Panel Cladding	17 days	Wed 4/16/25	Thu 5/8/25	161,58	163																														
163	Wood Cladding	16 days	Fri 5/9/25	Mon 6/2/25	162	164,7																														
164	Aluminum Vertical Panels	10 days	Tue 6/3/25	Mon 6/16/25	163	213																														
165	Interior Buildout & Finishes	183 days	Tue 12/31/24	Wed 9/17/25																																
166	Install Elevators	25 days	Mon 2/10/25	Fri 3/14/25	156,98	212																														
167	Basement	92 days	Tue 12/31/24	Thu 5/8/25																																
168	Polished Concrete Floor	13 days	Tue 12/31/24	Fri 1/17/25	152	169																														
169	Interior Framing	12 days	Mon 1/20/25	Tue 2/4/25	168,74	170,180																														
170	Rough-In MEP's	14 days	Wed 2/5/25	Mon 2/24/25	169	171																														
171	Insulation	2 days	Tue 2/25/25	Wed 2/26/25	170	172																														
172	Drywall & Finish	12 days	Thu 2/27/25	Fri 3/14/25	171	173																														
173	Paint	11 days	Mon 3/17/25	Mon 3/31/25	172	174																														
174	ACT Ceilings	7 days	Tue 4/1/25	Wed 4/9/25	173	175																														
175	Millwork	3 days	Thu 4/10/25	Mon 4/14/25	174,86,90	176																														
176	MEP Finish	10 days	Tue 4/15/25	Mon 4/28/25	175	177																														
177	Doors & Hardware	4 days	Tue 4/29/25	Fri 5/2/25	176,78	178																														
178	Specialties/Signage/Toilet Partitions	4 days	Mon 5/5/25	Thu 5/8/25	177	213																														
179	Ground Floor	130 days	Fri 2/14/25	Mon 8/18/25																																
180	Interior Framing	14 days	Fri 2/14/25	Wed 3/5/25	169,157,153	181,195																														
181	Rough-In MEP's	16 days	Thu 3/6/25	Thu 3/27/25	180,70	182																														
182	Insulation	2 days	Fri 3/28/25	Mon 3/31/25	181	183																														
183	Drywall & Finish	14 days	Tue 4/1/25	Fri 4/18/25	182	184																														
184	Paint	12 days	Mon 4/21/25	Tue 5/6/25	183	185																														
185	Interior Glazing	5 days	Wed 5/7/25	Tue 5/13/25	184	186																														
186	Wood Panel Walls	16 days	Wed 5/14/25	Thu 6/5/25	185,82	187																														
187	Wood & ACT Ceilings	14 days	Fri 6/6/25	Wed 6/25/25	186,82	188																														
188	Carpet Tile	5 days	Thu 6/26/25	Wed 7/2/25	187	189																														
189	Porcelain Tile	8 days	Thu 7/3/25	Tue 7/15/25	188	190																														
190	Millwork	6 days	Wed 7/16/25	Wed 7/23/25	189	191																														
191	MEP Finish	10 days	Thu 7/24/25	Wed 8/6/25	190	192																														
192	Doors & Hardware	4 days	Thu 8/7/25	Tue 8/12/25	191	193																														
193	Specialties/Signage/Toilet Partitions	4 days	Wed 8/13/25	Mon 8/18/25	192	213																														
194	Second Floor	137 days	Thu 3/6/25	Wed 9/17/25																																
195	Interior Framing	14 days	Thu 3/6/25	Tue 3/25/25	180	196																														
196	Rough-In MEP's	16 days	Wed 3/26/25	Wed 4/16/25	195	197																														
197	Insulation	2 days	Thu 4/17/25	Fri 4/18/25	196	198																														
198	Drywall & Finish	14 days	Mon 4/21/25	Thu 5/8/25	197	199																														
199	Paint	12 days	Fri 5/9/25	Tue 5/27/25	198	200																														
200	Interior Glazing	11 days	Wed 5/28/25	Wed 6/11/25	199	201																														
201	Wood Panel Walls	15 days	Thu 6/12/25	Wed 7/2/25	200	202																														
202	Wood & ACT Ceilings	14 days	Thu 7/3/25	Wed 7/23/25	201	203																														
203	Carpet Tile	5 days	Thu 7/24/25	Wed 7/30/25	202	204																														
204	Porcelain Tile	12 days	Thu 7/31/25	Fri 8/15/25	203	205																														
205	Millwork	4 days	Mon 8/18/25	Thu 8/21/25	204	206																														
206	MEP Finish	10 days	Fri 8/22/25	Fri 9/5/25	205,102,106	207,210																														
207	Doors & Hardware	4 days	Mon 9/8/25	Thu 9/11/25	206	208																														
208	Specialties/Signage/Toilet Partitions	4 days	Fri 9/12/25	Wed 9/17/25	207,94	213																														
209	Commissioning & Turnover	70 days	Mon 9/8/25	Tue 12/16/25																																
210	Systems Startup & Testing	10 days	Mon 9/8/25	Fri 9/19/25	206	211																														
211	Fire Protection Final Testing	5 days	Mon 9/22/25	Fri 9/26/25	210	212																														
212	Elevators Adjust & Inspect	10 days	Mon 9/29/25	Fri 10/10/25	211,166	213																														
213	Final Inspections	5 days	Mon 10/13/25	Fri 10/17/25	212,208,193,178	214																														
214	Weather Days	20 days	Mon 10/20/25	Fri 11/14/25	213	215,8																														
215	Punchlist	20 days	Mon 11/17/25	Tue 12/16/25	214	9																														



**AMENDMENT TO OWNER-ENGINEER AGREEMENT 2105-00258.3
Amendment No. 1**

The Effective Date of this Amendment is: January 22, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: June 21, 2023

Owner: Jackson Hole Airport Board

Engineer: KLJ Engineering LLC

Project: JAC FBO Terminal & Administration Building

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Refer to Exhibit A.1 and Exhibit C.1.

Agreement Summary:

Original agreement amount:	\$300,000
Net change for prior amendments:	\$0
This amendment amount:	\$4,098,436.56
Adjusted Agreement amount:	\$4,398,436.56

Change in time for services (days or date, as applicable):

Substantial Completion	November 2025
Final Completion	December 2025
Closeout	December 2026

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in **Exhibit C**.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

By: _____

Print name: _____

Title: _____

Date Signed: _____

ENGINEER:

By:  _____

Print name: Ben Dzioba

Title: Vice President, CS

Date Signed: 1/2/2024

DRAFT

This is **Exhibit A.1**, consisting of 14 pages, referred to in and part of the **Amendment to Owner-Engineer Agreement** dated January 22, 2024.

Additional Services to be Performed by Engineer

The Engineer's Services included in Exhibit A of Agreement between Owner and Engineer for Professional Services dated June 21, 2023, shall be amended to include construction, post construction, resident project representative, owner required material testing and special inspections, and furniture, fixtures & equipment design services as described below.

A1.01 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract*: The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and CMAR, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to CMAR will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with CMAR to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of CMAR's work. Duties, responsibilities, and authority of the RPR are as set forth in Article A1.03. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Article A1.03.
 3. *Progress Meetings*: Participate in virtual weekly construction meetings during the start of construction through substantial completion.
 4. *Pre-Construction Conference*: Participate in a virtual pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and CMAR jointly develop such protocols for transmittals between and among Owner, CMAR, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to CMAR and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that CMAR is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable CMAR to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of CMAR's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of CMAR's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The following site visits are anticipated to be conducted by the design team:

- 1) Project Manager = 10
 - 2) Structural Engineer = 8
 - 3) Architectural Team (Architect, Interior Designer, Electrical, Mechanical, Fire Protection, Landscape Architect) = 111
 - 4) Civil Engineer = 33
- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that CMAR has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as

a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether CMAR should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from CMAR and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and CMAR that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions*: Respond to any notice from CMAR of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required CMAR submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Engineer shall review submittals for general conformance with Buy American requirements. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any CMAR's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CMAR, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Change Proposals and Claims*: (a) Support Owner's Representative with review and response to Change Proposals. Review each duly submitted Change Proposal from CMAR and, within 30 days after receipt of the CMAR's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and CMAR. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
20. *Applications for Payment*: Support Owner's Representative with review of Applications for Payment utilizing and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends CMAR be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, CMAR's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of CMAR's Work as it is performed and furnished have been exhaustive, extended to every aspect of CMAR's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of CMAR's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CMAR's compliance with Laws and Regulations applicable to CMAR's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes CMAR has used the money paid to CMAR by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and CMAR that might affect the amount that should be paid.
21. *Review Certified Payrolls.* Conduct a review of the CMAR and subcontractor payrolls for conformance with the project wage rates and regulations.
22. *CMAR's Completion Documents:* Receive from CMAR, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from CMAR, review, and transmit to Owner the annotated record documents which are to be assembled by CMAR in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that CMAR has submitted all pages.
23. *Substantial Completion:* Promptly after notice from CMAR that CMAR considers the entire Work ready for its intended use, in company with Owner and CMAR, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to CMAR, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to CMAR. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and CMAR in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or CMAR, and will not be liable to Owner, CMAR, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
26. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to CMAR. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of CMAR as set forth in the Construction Contract.
- a. Construction Schedule is anticipated to be as follows:
- CMAR GMP Amendment Approval – December 18, 2023
- Substantial Completion – November 2025
- Final Completion – December 2025
- Closeout – December 2026
27. *FAA Grant Administration/Assistance:*
- a. *FAA Grant Pre-Application.* The Engineer shall prepare and submit the FAA grant Pre-Application for Federal Assistance for the construction portion of the project for each of the AIP and BIL /AIG grants.
- b. *Prepare and Submit FAA Grant Application.* The Engineer shall prepare and submit the FAA grant Application for Federal Assistance and State Funding Application for the construction portion of the project for each of the AIP and BIL /AIG grants.
- c. *FAA Grant Coordination/Reimbursement Processing.* The Engineer shall assist JAC Finance to prepare and coordinate the appropriate documentation required for the Owner to received reimbursement for project eligible costs through the Owner’s FAA and State grant for each of the AIP and BIL /AIG grants.
- d. *FAA Quarterly Reports.* The Engineer shall prepare and submit the FAA quarterly grant reports. This project is anticipated to have a 24-month duration. A total of eight (8) FAA quarterly grant reports are anticipated for each of the AIP and BIL /AIG grants.

- e. FAA Grant Closeout. The FAA grant closeout tasks are anticipated to include the following services for each of the AIP and BIL /AIG grants.
 - 1) Prepare Final Payment. Assist JAC Finance to prepare final outlay request for final grant payment and required acceptance forms for both AIP and AIG grants. Coordinate with WYDOT for the final grant payment and required acceptance forms for both AIP and AIG grants.
 - 2) Prepare DBE Summary Report. Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the CMAR for both AIP and AIG grants.
 - 3) Prepare Executive Summary. The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.
 - 4) Prepare Record Drawings.
 - a) Prepare record drawings and provide one (1) bound hard copy set and one (1) electronic set (PDF format) to the Owner.
 - b) Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the Contractor.
 - 5) Prepare Closeout Report Document.
 - a) Prepare summaries of all test results on materials installed as required and final testing report for both AIP and BIL grants.
 - b) Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy (PDF format) to the Owner, FAA, and State for both AIP and BIL grants.

A1.02 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with CMAR concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A.1, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.03 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. Resident Project Representative Services included herein are based upon full-time RPR services on a ten-hour workday, Monday through Friday, over a twenty-one (21) month construction schedule.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and CMAR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CMAR. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CMAR and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with CMAR, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including CMAR’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison:*
 - a. Serve as Engineer's liaison with CMAR. Working principally through CMAR's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with CMAR when CMAR's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from CMAR submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a CMAR RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to CMAR.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and CMAR-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by CMAR, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and CMAR of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from CMAR, or has not been approved by CMAR or Engineer.
8. *Proposed Modifications:* Consider and evaluate CMAR's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to CMAR.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as

a functioning whole, and provide recommendations to Engineer for addressing such Work.

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that CMAR maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether CMAR has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Federal Provisions:*

- a. RPR shall report any observed materials that do not appear to meet Buy American requirement to Engineer, CMAR and Owner's Representative.
- b. RPR shall conduct labor and compliance interviews as required by FAA to comply with AIP and BIL/AIG grants.

12. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording CMAR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
 - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of CMAR, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
13. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of CMAR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CMAR.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
14. *Payment Requests:* Assist Owner's Representative in review applications for payment with CMAR for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
15. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by CMAR are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
16. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and CMAR, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by CMAR.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of CMAR, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CMAR or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or CMAR.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than CMAR.
 - 8. Authorize Owner to occupy the Project in whole or in part.

A1.04 Material Testing and Special Inspections:

- A. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- B. As deemed reasonably necessary, request that CMAR uncover Work that is to be inspected, tested, or approved.
- C. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- D. Provide material testing and inspection services as described in Appendix 1.

A1.05 *Fixtures, Furniture & Equipment (FF&E) Selection*

- A. Assist owner with the selection of the fixtures, furniture and equipment for the project. Services will be provided by Miller Dunwiddie as a subconsultant to KLJ. Services are anticipated to include:
1. Meeting with Owner (on-site) to review scope of work and programming requirements.
 2. Develop furniture options and layouts with Owner.
 3. Develop furniture finishes and accessories.
 4. Develop FF&E package including furniture specifications and procurement documentation, including an on-site meeting with the Owner.
 5. Meet with Owner (on-site) to assist with procurement selection and coordination with the furniture dealerships.
 6. Assist in procurement document interpretation and procurement management.
 7. Review installation for compliance with procurement documentation. Perform a punch list to identify any scope of work not completed per procurement requirements. This includes up to two (2) on-site meetings.

A1.06 *Additional Design Services to Supplement the Construction Documents*

1. *Dynamic Glazing:* Change existing curtain wall system and roller shades to a dynamic glazing system. Assist owner with the development of an addenda/field order documentation to add dynamic glazing to curtain wall assemblies. It should be noted the dynamic glazing will not provide black-out conditions. Impacted windows are anticipated to include the west bump-out curtain wall in airport administration on 2nd level, west lobby curtain wall on ground and 2nd level, east lobby curtain wall on ground and 2nd level, and conference room curtain wall on 2nd level. It is assumed all curtain walls will be converted to dynamic glazing, and only the windows previously noted. Services are anticipated to include:
 - a. Removal of roller shades from scope. However, leave power and control wiring conduit and boxes for roller shades for future use.
 - b. Locate the control unit (space/distance) and photo sensor controls for the dynamic glazing.
 - c. Review and modify glazing sizes, if necessary due to product limitations. If necessary, adjust glazing layout for curtain wall framing to accommodate dynamic glazing joints.
2. *Hangar 3 Domestic Well Vault Screening:* Assist owner with the development of an addenda/field order documentation to add screening for the wellheads, vaults and associated utilities for the domestic well vault at the southeast corner of Hangar 3. The

area is to be protected from vehicles and visually screened to integrate with the FBO Campus building design and recent screening provided at Commercial Service Terminal.

3. *Jackson Hole Airport Branded Signage*

- a. Work with CMAR to establish an allowance for the signage.
- b. Assist with development/detailing, branding at the following locations:
 - 1) Exterior: East Access Drive Entry, East Terminal Entry, West Terminal Entry
 - 2) Interior: Service Counter, Airport Administration Reception
- c. Provide support structure, grading, and electrical for signage at East Access Drive Entry.
- d. Coordinate electrical power and controls for signage with construction documents.
- e. Changes will be incorporated into the construction documents via architectural supplemental instructions (ASI).

4. *Decorative Lighting*

- a. Work with CMAR to establish allowance in GMP for decorative/task lighting.
- b. Provide final fixture selection for J10 and J14 fixtures identified on sheet E800.
- c. Coordinate electrical power and controls for decorative lighting with construction documents.
- d. Changes will be incorporated into the construction documents via architectural supplemental instructions (ASI).

A1.07 Additional Services Not Included (In Addition to Services Previously Defined in Exhibit A)

1. Construction surveying, aside from control survey(s) noted herein.
2. Meetings and site visits in addition to those outlined herein.
3. Commissioning services.
4. FF&E procurement, deliver, storage or installation.
5. Preparation of Buy American Waivers.

This is **Appendix 1 of Exhibit A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 22, 2024.

Material Testing & Special Inspection Services

The Engineer's Services included in Exhibit A shall also include owner supplied testing and special inspections as required per the plans and specifications included in the FBO Terminal & Administration Building plans and specifications (Construction Documents). The services are generally described as follows, with the full scope of services as identified in the Construction Documents. Commissioning services are not included in this scope of work and are to be provided by the CMAR. The testing agency will report test results promptly and in writing to CMAR, engineer, architect, and owner. Additional testing and inspecting, at CMAR's expense, will be performed to determine compliance of corrected work with specified requirements.

Division 02 – Existing Conditions

- A. 02 41 13 Demolition of Asphalt and Concrete Surfaces
 - 1. Inspection and measurement of existing asphalt and concrete surfacing, including approximated thicknesses, to confirm disposal volumes.
- B. 02 41 16 Structure Demolition
 - 1. Observation and inspection of demo/salvage/disposal of existing Hangar 4 building and ancillary infrastructure, including, but not limited to, the building, foundations, floor slabs, trench drains, utility services, and interior water wells.
- C. 02 41 21 Selective Site Demolition
 - 1. Observation and inspection of demo/salvage/relocation of FBO PARCS station.
 - 2. Observation of demo/disposal of existing infrastructure, including, but not limited to, AOA fencing, light poles, culverts, and vaults/pull boxes.

Division 03 - Concrete

- A. 03 30 00 Cast-in-Place Concrete
 - 1. Special Inspections noted on tables found on S002 and S003.
 - a. Refer to IBC 2021 Table 1705.3 for additional information.
 - 2. Material Testing
 - a. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure four concrete test cylinders; test one cylinder at 7 days following placement, test two cylinders at 28 days following placement, and retain one cylinder for later testing as directed by the Engineer. Obtain test samples for every 50 cu yd or less of each class of concrete placed.

- b. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- c. Perform one air test for each set of test cylinders taken, following procedures of ASTM C 231/C 231M.
- d. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

B. 03 41 13 Precast Concrete Hollow Core Planks

1. Review all connections. Refer to IBC 2021 Table 1705.3.

Division 04 - Masonry

A. 04 20 00 Unit Masonry

1. Special Inspections noted on tables found on S002 and S003.
 - a. Refer to MSJC Chapter 3 for quality assurance program, Level B.
2. Testing agency shall be qualified according to ASTM C 1093 for testing indicated.

Division 05 – Metals

A. 05 12 00 Structural Steel

1. Special Inspections noted on tables found on S002 and S003.
 - a. Refer to AISC 15th Ed. Chapter N and AISC 341 for additional information.
2. Material Testing
 - a. High-Strength Bolts: Provide testing and verification of field-bolted connections in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts", testing at least 50 percent of bolts at each connection.
 - b. Welded Connections: Visually inspect all field-welded connections and test at least 50 percent of welds using one of the following:
 - i. Radiographic testing performed in accordance with ASTM E94/E94M.
 - ii. Ultrasonic testing performed in accordance with ASTM E164
 - iii. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
 - iv. Magnetic particle inspection performed in accordance with ASTM E709

B. 05 12 13 Architecturally Exposed Structural Steel Framing

1. Quality assurance agency per requirements of AISC 360, Chapter N and AISC 303, Section 10.

C. 05 31 00 Steel Decking

1. Special Inspections noted on tables found on S002 and S003.

2. Welded Connections: Visually inspect all field-welded connections and test at least 50 percent of welds using one of the following:

- a. Radiographic testing performed in accordance with ASTM E 94.
- b. Ultrasonic testing performed in accordance with ASTM E 164.
- c. Liquid penetrant inspection performed in accordance with ASTM E 165.
- d. Magnetic particle inspection performed in accordance with ASTM E 709.

D. 05 40 00 Cold Formed Metal Framing

1. Special Inspections noted on tables found on S002 and S003.
2. Testing agency shall be qualified according to ASTM E 329 for testing indicated.
3. Field and shop welds will be subject to testing and inspecting.
4. Additional testing and inspecting, at CMAR's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

Division 07 – Thermal and Moisture Protection

A. 07 27 26 Fluid-Applied Membrane Air Barriers

1. Owner provided independent testing per paragraphs 1.8 and 3.6.

B. 07 42 13 Panelized Façade Screen

1. Periodic Special Inspection during installation for assemblies over 30-feet above grade/walking surface and weighing more than 5 pounds per square foot.
2. AAMA 2605 - Finish: FEVE Fluoropolymer
3. ASTM B209 - Aluminum Plate: Plate or sheet alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

C. 07 84 13 Penetration Firestopping

1. Perform tests and inspections according to ASTM E2174.

D. 07 84 43 JOINT FIRESTOPPING:

1. Owner provided independent testing per paragraph 3.5.
2. All piping systems need to have supports inspected.
 - a. Sprinkler main piping and supports meets the minimum distance to adjacent piping/ductwork/equipment, per IBC requirements.
 - b. Sprinkler main piping seismic supports are installed per delegated design requirements and located as required in NFPA standard 13.

Division 21 – Fire Suppression

A. 21 05 29 – Hangers and Supports for Fire Protection Piping and Equipment

1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by Owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.

B. 21 05 48 Vibration and Seismic Controls for Fire Protection

1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by Owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.
 - d. Record test results and deliver to Owner/Engineer.

Division 22 - Plumbing

C. 22 05 29 – Hangers and Supports for Plumbing Piping and Equipment

1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by Owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.

D. 22 05 48 Vibration and Seismic Controls for Plumbing

1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by Owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.

- d. Record test results and deliver to Owner/Engineer.

Division 23 – Heating, Ventilation, and Air Conditioning (HVAC)

A. 23 05 29 Hangers and Supports for HVAC Piping and Equipment

- 1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by Owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.

B. 23 05 48 – Vibration and Seismic Controls for HVAC

- 1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by Owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.
 - d. Record test results and deliver to Owner/Engineer.

C. 23 57 00.16 High Performance Geothermal Heat Exchanger System

- 1. Mechanical Engineer (Engineer) shall oversee, and Commissioning Agent (by CMAR) shall perform hydraulic pressure test and leak tests prior to start-up.

Division 26 – Electrical

A. 26 05 48 Seismic Controls for Electrical Systems

- 1. Test pull-out resistance of seismic anchorage devices:
 - a. Test at least four of each type and size of installed anchors and fasteners selected by owners Representative.
 - b. Test to 90 percent of rated proof load of device.
 - c. If a device fails the test, modify all installations of same type and retest until satisfactory results are achieved.
 - d. Record test results and deliver to Owner/engineer.

B. 26 24 13.13 Switchboards – Breaker

1. The supplier of the switchboards shall engage a factory authorized service representative to perform tests and inspections. Engineer shall provide an onsite representative to observe the above tests, inspections, and corrective actions.

C. 26 36 00 Transfer Switches

1. The supplier of the transfer switch(es) and associated equipment shall engage a factory authorized service representative to perform tests and inspections. Engineer shall provide an onsite representative to observe the above tests, inspections, and corrective actions.

Division 31 – Earthwork

A. 31 20 00 Earthwork

1. Special Inspections shall follow IBC Chapter 17, Table 1705.6, and may include:

- a. Trench inspection, including width, depth, foundational adequacy of native soils, and absence of deleterious materials.
- b. Observation of proper bedding/backfill placement and compaction, including controlled low strength material (flowable fill) where specified or otherwise required.
- c. Inspection of water system appurtenance and restraint/thrust block installations.
- d. Oversee/witness hydrostatic testing and disinfection of water system, including bacteriologic testing.
- e. Verify compliance of manhole elevations and pipe slopes for sanitary and storm sewer.
- f. Oversee/witness testing associated with sanitary sewer installation, including tests for alignment, leakage, and deflection.
- g. Oversee/witness pressure testing of gas lines as required by utility.
- h. Inspect transformer installation, verify conformance with Lower Valley Energy, including required bollard placement.

2. Material Testing

- a. Type A Trench Backfill: Compaction tests shall be required for each one-foot layer of backfill at linear intervals not to exceed 200 feet (61 m) whether tests are performed during backfilling or via test holes.
- i. Each service or lateral line shall be backfilled and compacted to the same requirements as the main line trench. Each service or lateral must have at least one passing compaction test.

- ii. Road Work/ one test per 300-linear-feet per lift; Site Work/ one test per 2,500 square feet per lift; trenching/ one test per 500-linear-feet per lift.

B. 31 23 16.10 Excavation for Structures

- 1. Special Inspections noted on tables found on S002 and S003.
 - a. Follow requirements of IBC Chapter 17 Table 1705.6 for special inspection of soils.
 - b. Provide for visual inspection of load-bearing excavated surfaces before placement of foundations.

C. 31 23 23 Aggregate and Backfill Materials

- 1. Material Testing
 - a. Tests and analysis of aggregate materials will be performed in accordance with ANSI/ASTM D698, ASTM D2922, ASTM D3017, ASTM D4318, ASTM C136, and ASTM E11.

D. 31 23 23.10 Fill for Structures

- 1. Special Inspections noted on tables found on S002 and S003.
 - a. Follow requirements of IBC Chapter 17 Table 1705.6 for special inspection of soils.
- 2. Material Testing
 - a. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
 - b. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor").
 - c. If tests indicate work does not meet specified requirements, See Section 01 4000 for procedures.
 - d. Frequency of Tests: daily until work is done.
 - e. Proof roll compacted fill at surfaces that will be under slabs-on-grade.

Division 32 – Exterior Improvements

A. 32 12 16 Plant Mix Asphalt Paving

- 1. Special Inspections
 - a. Inspection of existing surface to ensure final conditioning in accordance with Section 32 12 16, 3.01, A.
- 2. Material Testing
 - a. Continuous monitoring of mixture temperature prior to laydown to ensure mixture not more than 25°F below the mixing temperature.

- b. Continuous density testing following laydown and compaction to ensure achievement of a minimum 95% of the Marshall unit weight at optimum asphalt content, as defined in the approved mix design.

B. 32 13 13 Miscellaneous Concrete Construction

1. Special Inspections

- a. Inspect preparation of subgrade and base course for compliance with Section 32 13 13, 3.2.
- b. Inspect heated slab locations for compliance with mechanical drawings in advance of all related concrete pours.
- c. Inspect all reinforced concrete for compliance with reinforcement requirements in advance of all related concrete pours.
- d. Inspect and verify concrete jointing configuration complies with associated project drawings prior to commencement of jointing activities.

2. Material Testing

- a. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure four concrete test cylinders; test one cylinder at 7 days following placement, test two cylinders at 28 days following placement, and retain one cylinder for later testing as directed by the Engineer. Obtain test samples for every 50 cu yd or less of each class of concrete placed.
- b. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- c. Perform one air test for each set of test cylinders taken, following procedures of ASTM C 231/C 231M.
- d. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

C. 32 31 13 Fencing

1. Special Inspections

- a. Inspect decorative and non-decorative AOA security fencing for compliance with FAA requirements and associated construction documents.
- b. Inspect decorative fencing (non-AOA) for compliance with associated construction documents.

Division 33 – Utilities

A. Material Testing & Inspection

1. Trench inspection, including width, depth, foundational adequacy of native soils, and absence of deleterious materials.
2. Observation of proper bedding/backfill placement and compaction, including controlled low strength material (flowable fill) where specified or otherwise required.
3. Compaction testing of finished trenches, including proof-rolling and nuclear density testing as appropriate.
4. Inspection of water system appurtenance and restraint/thrust block installations.
5. Oversee/witness hydrostatic testing and disinfection of water system, including bacteriologic testing.
6. Verify compliance of manhole elevations and pipe slopes for sanitary and storm sewer.
7. Oversee/witness testing associated with sanitary sewer installation, including tests for alignment, leakage, and deflection.
8. Inspect all conduit runs for compliance with construction drawings regarding quantity, size, and relative configuration.
9. Oversee/witness pressure testing of gas lines as required by utility.
10. Inspect transformer installation, verify conformance with Lower Valley Energy, including required bollard placement.

This is **Exhibit C.1**, consisting of 1 page, referred to in and part of the **Amendment to Owner-Engineer Agreement** dated January 22, 2024.

Payment for Services

I. Compensation – Direct Labor Costs Times a Factor Method of Payment

1. The total compensation for Amendment No. 1 services is estimated to be \$4,098,436.56 based on the following estimated distribution of compensation:

a. Construction Phase	\$2,637,017.49
b. Post-Construction Phase	\$112,765.72
c. Resident Project Representative	\$934,450.00
d. Material Testing/Special Inspection	\$238,136.86
e. Fixtures, Furniture & Equipment (FF&E) Selection	\$85,973.38
f. Additional Services Design Services to Supplement Construction Documents	
1) Dynamic Glazing	\$41,493.46
2) Hangar 3 Domestic Well Vault Screening:	\$19,856.92
3) Jackson Hole Airport Branded Signage	\$17,458.92
4) Decorative Lighting	\$11,283.81

The amounts above include compensation for engineer/architect's services. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses. Refer to Exhibit C of Agreement between Owner and Engineer for Professional Services dated June 21, 2023, for additional payment provisions.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: January 22, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: October 26, 2022

Owner: Jackson Hole Airport Board

Engineer: KLJ Engineering, LLC

Project: JAC GA Facilities Project

Nature of Amendment:

- X Modifications to services of Engineer
- X Modifications of payment to Engineer

Description of Modifications:

The Owner and Engineer agree to the following changes to Agreement provisions.

- A. Engineer shall provide Owner's Representative services with respect to the following additional projects:
 - a. FBO Terminal & Administration Building
 - b. Hangar 5
- B. The parties acknowledge and agree that services for the additional projects will increase the Owner's Representative's average weekly labor engagement above the rates described in the **EXECUTION** section of Exhibit A, Engineer's Services.
- C. Engineer shall not provide any Owner's Representative services related to professional services agreements between the Owner and KLJ Engineering, LLC, including without limitation preparing or reviewing, on Owner's behalf, scopes of services, fee proposals, payment requests and contract amendments.
- D. 7.01 A.3. – Compensation for services and reimbursable expenses for the additional projects within the term of the Agreement shall not exceed \$184,800.00; total compensation under the Agreement shall not exceed \$592,000.00. Attachment 1 to this First Amendment is Engineer's revised fee estimate breakdown for the amended scope through the term of the Agreement.

Agreement Summary:

Original agreement amount:	\$407,200.00 NTE
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 184,800.00

Exhibit D – Amendment to Short Form Owner-Engineer Agreement.

Adjusted Agreement amount:

\$ 592,000.00

Change in time for services (days or date, as applicable): Term of services remains unchanged – through December 31, 2024. Owner may unilaterally extend term of services within the NTE amount, and Engineer will provide those services subject to staff availability.

The foregoing Agreement Summary is for reference only, and except as expressly stated above, does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Jackson Hole Airport Board

KLJ Engineering, LLC

By: _____

By: _____

Print

Print

name: Ed Liebzeit

name: Ben Dzioba

Title: Board President

Title: Vice President, CS

Date Signed: _____

Date Signed: _____

ATTEST:

Melissa Turley

JAC Board Secretary

Date Signed: _____

Exhibit D – Amendment to Short Form Owner-Engineer Agreement.