



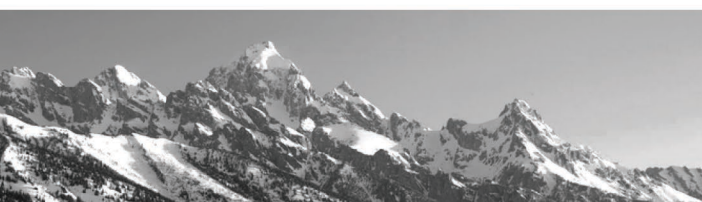
Jackson Hole Airport Board Meeting

Date: March 19, 2024

Time: 1:30 pm

Place: Board Room

- I. **Call to Order**
- II. **Employee of the Month**
- III. **Community Outreach**
- IV. **Comments from Grand Teton National Park, Town of Jackson, Teton County and the Public**
- V. **Fly Quiet Annual Report 2023**
- VI. **Action Items**
 - A. **Consent Agenda**
 1. [Approval of the Minutes – February 23, 2024 Special Meeting](#)
 2. [Western States Equipment Purchase – Caterpillar 306](#)
 3. [Woolpert 11th Amendment – Construction Administration and Construction Management for Underground Stormwater Detention and Filtration System Expansion Project](#)
 - B. **Financial Reports**
 - C. [TSA OTA \(Other Transactional Authority\) for Design of Checked Baggage Inspection System \(CBIS\) Upgrades](#)
 - D. [BNP Associates Inc. Amendment 1st Amendment – Checked Baggage Inspection System \(CBIS\) Design](#)
- VII. **Director's Comments**
- VIII. **Board Comments**
- IX. **Executive Session**
- X. **Budget Workshop**
- XI. **Adjourn**



JACKSON HOLE AIRPORT

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

James P. Elwood, AAE, Executive Director



MINUTES OF THE JACKSON HOLE AIRPORT SPECIAL MEETING

DATE: February 23, 2024

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

OTHERS PRESENT: Jim Elwood, Dustin Havel, Anna Valsing, Meg Jenkins, Aimee Crook, Tony Cross, Jamie Miles, Andrew Wells, Kevin Dunnigan, Anna Valsing, Jordyn McDougall, Apinya Wright, and Gina Van Slyke, Jackson Hole Airport Board; Jeremy Barnum, Grand Teton National Park; Dan Reimer, Airport Attorney; Kaye Gitibin, Joanna Nicola, and Mauricio Souza, Go Rentals; Stuart Schiff, Woolpert; Josh Mathews, Zack Mathews, Dustin Park, and Cole Ficklin, Knife River; Angelina Timoshkina and Tamara Kachiuri, Hertz Rental Car. 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 (JANUARY AND FEBRUARY):** Elwood recognized Operations staff members Jason Stewart, Collin Greenemay, Mitch Wolfe, and Steve Kerley as the January Employee(s) of the Month and recognized Jackson Hole Flight Services staff member Elvis Campobasso as the February Employee of the Month.
- III. **CERTIFICATION OF ORGANIZATION & ELECTION OF OFFICERS:** Liebzeit thanked the Board and staff for all their assistance over the last year. Brown expressed gratitude to Liebzeit for his leadership as President.

Valerie Brown, President
Rob Wallace, Vice President
Melissa Turley, Treasurer
Bob McLaurin, Secretary
Ed Liebzeit, Member (Past President)

Wallace moved the election of the slate of officers as presented and that a Certificate of Organization to that effect be filed. Turley seconded the motion, which passed unanimously.

IV. COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON COUNTY, AND THE PUBLIC:

Barnum advised that there have been promising developments for the long-term protection of the Kelly parcel and becoming part of Grand Teton National Park (the 'Park'). He advised that 2023 is on track for the pre-COVID visitation levels at the Park, and there's been a shift when visitors come to the Park, which is July-September.

V. ACTION ITEMS:

A. CONSENT AGENDA:

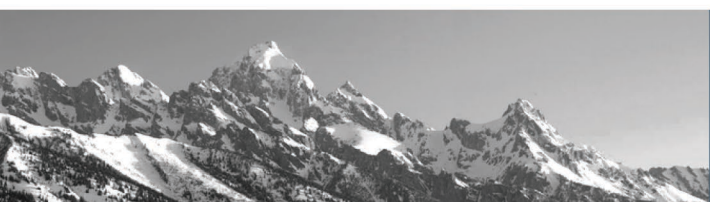
1. Approval of the Minutes - December 18, 2023 – Special Meeting
2. Mead and Hunt 5th Amendment - 2024 On-Call Services
3. Mead and Hunt 6th Amendment – Net Zero Roadmap
4. Mead and Hunt 7th Amendment - Support Services for Pursuing Designation as a Dark Sky International Urban Night Sky Place
5. Resolution to Amend Series 2022C Bond Resolution
6. Official Depositories
7. Rental Car Agreements
 - a. Commercial Terminal – Avis Budget Group
 - b. Commercial Terminal - Overland West Inc. (Hertz Rent A Car)
 - c. Commercial Terminal – Enterprise Rent A Car Company of UT LLC (Enterprise and National)
 - d. FBO Terminal – Gitibin & Associates LLC (Go Rentals)
8. Knife River Agreement for Vehicle Service Road & Bridge Project

Wallace moved acceptance of items A1-A8. Liebrecht seconded the motion with passed unanimously.

B. Financial Reports: Elwood advised that January income and expenses are below budgeted levels due to lower-than-projected fuel sales. He advised that we are continuing to receive reimbursement for capital expenditures.

Turley moved approval of the financial reports for December 2023 and January 2024. Liebrecht seconded the motion which passed unanimously.

C. Knife River Agreement for Schedules II, III, and V of the Deice Access Taxilane and North Taxiway A Rehabilitation Project: Havel advised that staff have been working with the Airport's engineering consultant, Woolpert, to improve the deice pad area. He said Woolpert completed the first phase of the design; shortly thereafter, the Board awarded Schedules I, VI, and VII of work to Knife River Corporation ('Knife River'), which



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were completed on time and under budget in 2023. Havel provided an overview of the overall project and the Schedules II, III, and V that are before the Board today. He stated that these schedules are the primary asphalt sections and the circulations elements to the project. Havel stated Jackson Hole Airport is programmed to receive several federal grants to complete the remaining work on this project—one should come soon, two in July/August 2024, and one in February 2025. Havel advised these federal grants are anticipated to total around \$20 million.

Liebzeit moved approval of the contract with Knife River for Schedules II, III, and V of the Deice Access Taxilane and North Taxiway A Rehabilitation Project in the form presented, in the not to exceed amount of \$16,978,552. Wallace seconded the motion which passed unanimously.

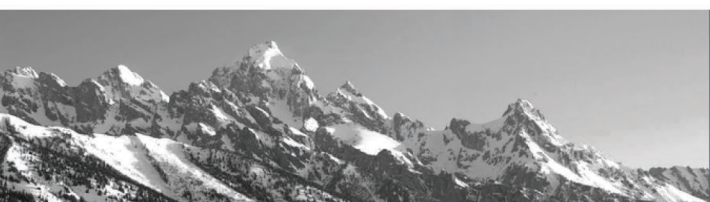
D. Woolpert 10th Amendment – Construction Administration and Construction Management ('CA/CM') for Schedules II, III, V, and VI of the Deice Access Taxilane and North A Rehabilitation Project: Havel advised that the Federal Aviation Administration (the 'FAA') requires an Independent Fee Analysis ('IFE') to be conducted for engineering services on a federally funded project. He stated the IFE was received and it is in line with Woolpert's fee.

Havel said that this 10th Amendment is in a not-to-exceed amount of \$1,438,121, which includes Schedule IV, which will be awarded over the summer as federal funding becomes available. He advised that if Schedule IV is not awarded, the CA/CM work for that schedule will not be completed, and the Board will not pay for the work.

Turley moved approval of the 10th Amendment to the Woolpert On-Call Engineering Agreement for the Construction Administration and Construction Management for Schedules II, III, V, and VI of the Deice Access Taxilane and North Taxiway A Rehabilitation Project in the form presented, the not to exceed amount of \$1,438,121. Liebzeit seconded the motion which passed unanimously.

E. Resolution 2024-02-AIP 79: Havel advised that he would cover the information for items E and F together, but each action item will require its own motion and vote.

F. Knife River Agreement for Underground Stormwater Detention and Filtration System Expansion: Havel said this project, Underground Stormwater Detention and Filtration System Expansion, continues the Board's focus on water quality. He stated that in early 2023, the Airport applied for an FAA Supplemental Discretionary Competitive Funding grant, which was later awarded. He noted that this grant has a 93.75% FAA share, a 3.75% WYDOT



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share, and a 2.50% local match; these funds will be used for this project. Havel noted that bid(s) were recently opened for this project, and the lowest bidder was Knife River Corporation (Knife River) at \$2,399,803. He clarified that the difference between the FAA grant and Knife River's bid would be used to pay for project design, project enhancements or be returned to the FAA.

Havel advised that this Resolution accepts and agrees to the conditions in the Grant Agreement. He said the FAA is finalizing the grant documentation and is expected to send the grant shortly. He noted that if the Board accepts the grant, it will be placed on an agenda for the Town and County's consideration as the Airport Sponsor.

McLaurin moved acceptance and approval of Resolution 2024-02 in the form presented and authorize the Board President and Board Secretary to sign the final FAA Grant Agreement for the Underground Stormwater Detention and Filtration System Expansion Project in the amount of \$3,093,750 or such final amount as offered by the FAA. Liebzeit seconded the motion which passed unanimously.

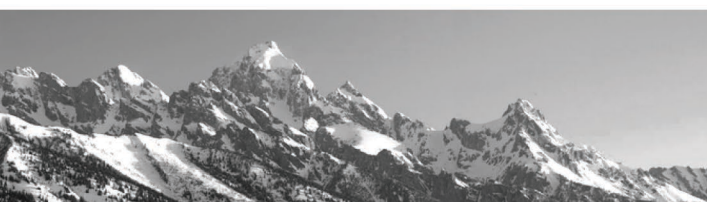
Liebzeit moved approval of the contract with Knife River for the Underground Stormwater Detention and Filtration System Expansion in the form presented, in the amount of \$2,399,803. Turley seconded the motion which passed unanimously.

VI. DIRECTOR'S COMMENTS: Elwood presented the activity reports for the end of the year. General Aviation (GA) operations ended 2023 down 7.14%; commercial was up 2.3%, which excludes April, May, and June due to the runway closure in those months during 2022. He said that for January 2024, GA was down 3.09%, and commercial was up 11.4% from January 2023. Elwood advised that enplanements for the end of 2023 were up 2.3% from 2022, and load factors ended at 77.93%.

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

VII. BOARD COMMENTS: McLaurin thanked Wallace for his service in Cheyenne. Turley and Liebzeit complimented staff on their work on the START shuttle service. Liebzeit thanked staff for their assistance throughout his presidency.

VIII. BREAK: Board entered a break with the meeting scheduled to resume at 10:30am.



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IX. FY2024-2025 BUDGET DISCUSSION: Elwood provided an overview of today's presentation and advised the focus of today's presentation is on the Capital Plan. Elwood reminded the Board of the Board's established vision: "To be recognized as a leader delivering a positive and unique guest experience, an unwavering commitment to environmental stewardship, and a culture based on people helping people."

Elwood highlighted Capital accomplishments over the past year and the focus of the Capital Plan moving forward. Elwood also reviewed the goals for the 2024-2025 budget which includes a focus on environmental initiatives.

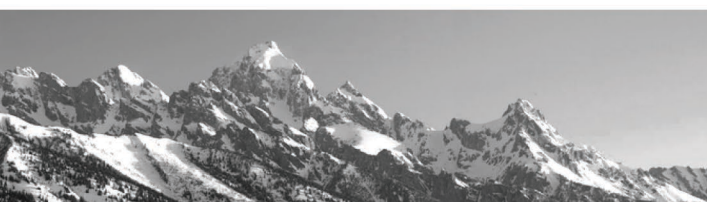
Havel provided an overview of the Capital Projects proposed in the 2024-2025 budget.

The Board discussed items on the proposed Capital Projects budget and provided feedback to staff.

X. ADJOURN: Turley motioned to adjourn the meeting at 11:30 AM. Liebzeit seconded the motion which passed unanimously.

Valerie Brown, President

Bob McLaurin, Secretary



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James P. Elwood, AAE, Executive Director



[Back to Agenda](#)

February 10, 2024

Jackson Hole Airport

Attention: Thomas Whitaker

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

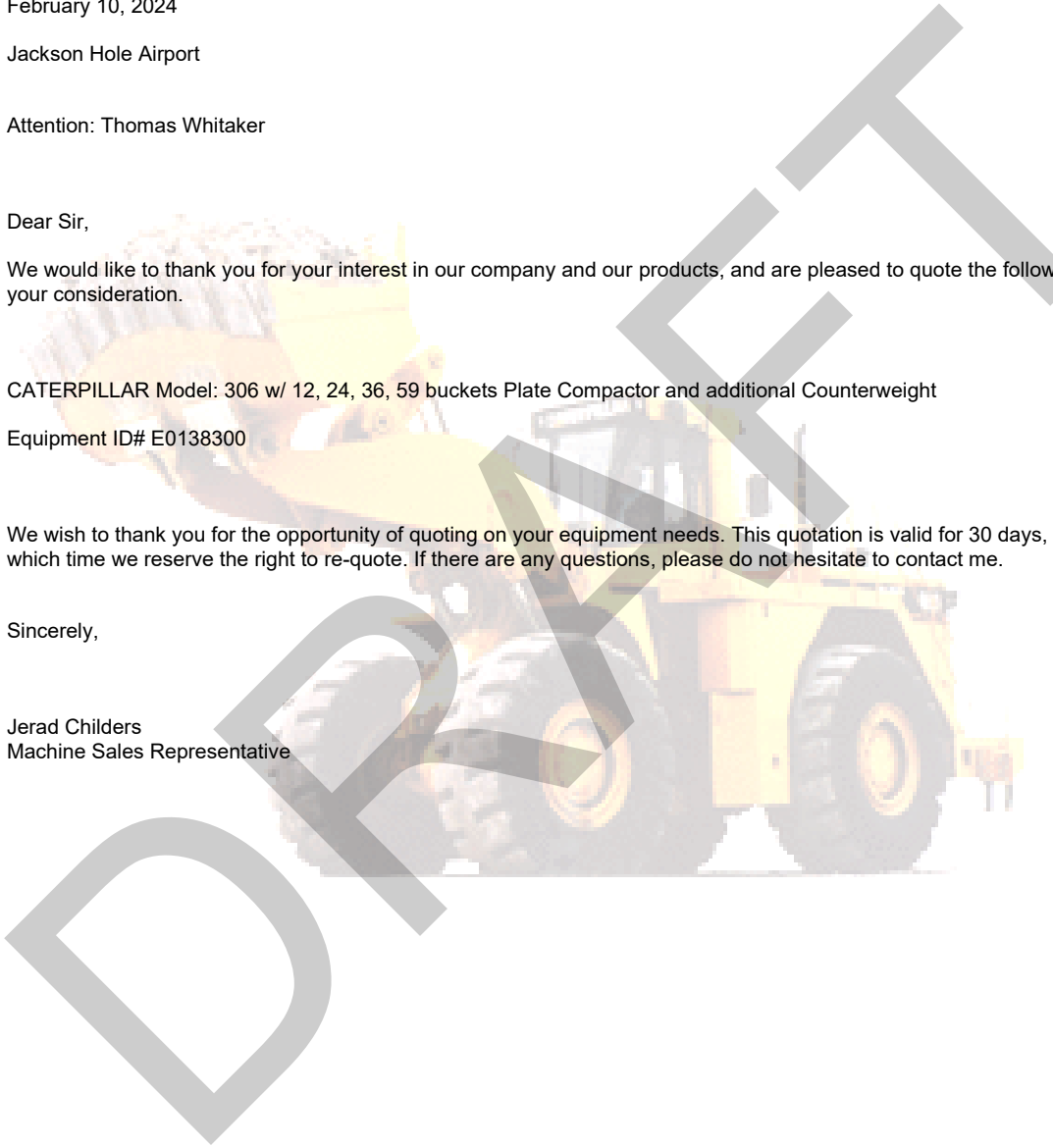
CATERPILLAR Model: 306 w/ 12, 24, 36, 59 buckets Plate Compactor and additional Counterweight

Equipment ID# E0138300

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jerad Childers
Machine Sales Representative





6382089	306 07A CR MHE DCA4.1F	\$134,930.00
6394467	INTEGRATED RADIO V2	\$545.00
6288013	PRODUCT LINK, CELLULAR PL243	\$0.00
5909288	DEALER PDI SERVICES - STANDARD	\$410.00
5750492	THUMB, HYD + COUPLER, PG, HYD, 5T	\$7,347.00
0P2266	SHIPPING/STORAGE PROTECTION	\$274.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
3828757	DRAIN, ECOLOGY	\$0.00
5106085	BELT, SEAT, 3" RETRACTABLE	\$0.00
5116170	ALARM, TRAVEL	\$0.00
5226460	CAT KEY, WITH PASSCODE OPTION	\$0.00
5226499	LIGHTS, LED	\$0.00
5226505	CAMERA, REAR VIEW	\$0.00
5237568	306 07A CR MINI EXCAVATOR	\$0.00
5237583	BOOM, SWING	\$0.00
5237593	ENGINE, EPA TIER 4 FINAL	\$0.00
5238003	ELECTRICAL ARR, C2.4 HRC	\$0.00
5272802	TRACK, 16", TG W/RUBBER PAD	\$0.00
5327890	LINES, STICK	\$0.00
5327892	LINES, BOOM	\$0.00
5328607	CONTROL, QC, 3 LINE	\$0.00
5328634	LINES, QC, LNG STK, 3 LINE	\$0.00
5382663	NO EXTRA COUNTERWEIGHT	\$0.00
5382697	LINKAGE BUCKET W/ LIFTING EYE	\$0.00
5414573	TRAVEL PEDALS	\$0.00
5571709	SOFTWARE, PROPORTIONAL CONTROL	\$0.00
5571710	SOFTWARE, STICK STEER CONTROL	\$0.00
5571711	SOFTWARE, 2 WAY CONTROL	\$0.00
5571713	SOFTWARE, CODED START	\$0.00
5575082	MONITOR NEXT GEN, ADVANCED, CR	\$0.00
5660462	HEATER, WATER JACKET	\$0.00
5697627	SEAT, MECH SUSP, FABRIC, CAB	\$0.00
5792605	BLADE, ANGLE, BOCE	\$0.00
5792627	STICK, LONG, ANGLE BLADE	\$0.00
6053335	EOU HOUSE SWING COVER, 6T	\$0.00
6040125	WIRING GP	\$0.00
	Total	\$143,506.00
	Sourcewell Discount -20% Off of List	-\$28,701.20
	Additional Dealer Discount -1%	-\$1,435.06
	306 Total	\$113,369.74



Attachments

4649911	BUCKET-HD, 24", 4.6 FT3, 5T	\$1,563.00
2822785	PINS, BUCKET, 45MM	\$111.00
3889665	BUCKET-GRADING, 59",	\$2,014.00
4649907	BUCKET-HD, 12", 2.1	\$1,271.00
2822785	PINS, BUCKET, 45MM	\$111.00
4649913	BUCKET-HD, 36", 7.8	\$1,896.00
2822785	PINS, BUCKET, 45MM	\$111.00
5618205	KIT, COUNTERWEIGHT	\$1,854.00
5695414	BRACKET, MHE 5T-6T 4	\$451.00
6129616	COMPACTOR PLATE, CVP	\$6,118.00
2822785	PINS, BUCKET, 45MM	\$111.00
2030983	LINES, CVP16, MHE 5-	\$319.00

Attachments Total \$15,930.00

Sourcwell Discount -15% Off of List -\$2,389.50

Total \$13,540.50

PDI and Install Counterweight \$1,350.00

Warranty 5 year 2500 Hour Governmental N/C

Failsafe Warranty cost \$7740.00

Freight \$1,500.00

Total for 306 and Attachments \$129,760.24

WARRANTY

Standard Warranty: 12 months Unlimited hours full machine
GOV Failsafe Warranty: 60 Months 2500 Hours Full Machine

F.O.B/TERMS

Jackson Hole Airport

ADDITIONAL CONSIDERATIONS

Delivery ESD

- Mid April 2024

Accepted by _____ on _____



Signature





Idaho Falls
 1200 Foote Dr Idaho Falls, ID 83402
 208.552.2287

SALES AGREEMENT

AGREEMENT: Q000353931-2
 AGREEMENT DATE: 2/10/2024
 AGREEMENT EXPIRES: 3/8/2024
 WAREHOUSE: Idaho Falls Machine Sales
 CUSTOMER NO.: 4489700
 CUSTOMER PO:
 SALESMAN: Jerad M Childers

SOLD TO:
 Jackson Hole Airport Board
 PO Box 159
 Jackson, WY 83001-0159

SHIP TO:
 Jackson Hole Airport Board
 PO Box 159
 Jackson, WY 83001-0159

Jerad.Childers@wseco.com

ITEM DESCRIPTION	PRICE
2024 Caterpillar 306 S/N: 6G610723 ID:E0138300	\$143,506.00
● New Warranty - 5 Year 2500 Hour Governmental Failsafe Warranty	
Caterpillar 24HD-BKT305 S/N: A422ABK30748 YEAR: 2022 ID: E0117094	\$1,674.00
Caterpillar 59GR-BKT305 S/N: A6228MD20123 YEAR: 2023 ID: E0122611	\$2,014.00
Caterpillar 12" HD BKT 2.10CFT 305-305.5E S/N: A423ABK30715 YEAR: 2023 ID: E0134830	\$1,382.00
Caterpillar 36HD-BKT305 S/N: A423BBK30091 YEAR: 2024 ID: E0138136	\$2,007.00
Caterpillar KIT, COUNTERWEIGHT MHE S/N: E0136971A YEAR: 2023 ID: E0136971	\$1,854.00
Caterpillar CVP16-304 S/N: XH200241 YEAR: 2023 ID: E0137456	\$6,999.00
Delivery Freight	\$1,500.00
Service Call - Make Ready and Install Counterweight -	\$1,350.00
List Price Discount - 306 Discount -	(\$30,136.26)
List Price Discount - Woorktools Discount -	(\$2,389.50)

Notes		
	Before Tax Balance	\$129,760.24
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$129,760.24

Western States Equipment

Jackson Hole Airport Board

Order Received by _____
 Title Regional Sales Manager Date _____

Approved and Accepted by _____
 Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000353931-2

EQUIPMENT DETAILS

0P0227 MINI HYD EXCAVATOR WORK TOOLS
 2822785 PINS, BUCKET, 45MM
 3889665 BUCKET-GRADING, 59",
 4649907 BUCKET-HD, 12", 2.1
 0P0227
 2822785 PINS, BUCKET, 45MM
 6394467 INTEGRATED RADIO V2
 5909288 DEALER PDI SERVICES - STANDARD
 0P2266 SHIPPING/STORAGE PROTECTION
 4218926 SERIALIZED TECHNICAL MEDIA KIT
 3828757 DRAIN, ECOLOGY
 5116170 ALARM, TRAVEL
 5226499 LIGHTS, LED
 5237568 306 07A CR MINI EXCAVATOR
 5237593 ENGINE, EPA TIER 4 FINAL
 5239613 INSTRUCTIONS, CANADA
 5327890 LINES, STICK
 5328607 CONTROL, QC, 3 LINE
 5358483 INSTRUCTIONS, ANSI
 5382697 LINKAGE BUCKET W/ LIFTING EYE
 5571709 SOFTWARE, PROPORTIONAL CONTROL
 5571711 SOFTWARE, 2 WAY CONTROL
 5575082 MONITOR NEXT GEN, ADVANCED, CR
 5697627 SEAT, MECH SUSP, FABRIC, CAB
 5792627 STICK, LONG, ANGLE BLADE
 6040125 WIRING GP
 6053338 PLUG GP
 0P7374
 5618205 KIT, COUNTERWEIGHT,
 5695414 BRACKET, MHE 5T-6T 4
 2822785 PINS, BUCKET, 45MM

4649911 BUCKET-HD, 24", 4.6 FT3, 5T
 0P0227
 0P0227
 2822785 PINS, BUCKET, 45MM
 4649913 BUCKET-HD, 36", 7.8
 6382089 306 07A CR MHE DCA4.1F
 6288013 PRODUCT LINK, CELLULAR PL243
 5750492 THUMB, HYD + COUPLER, PG, HYD, 5T
 0P9002 LANE 2 ORDER
 0P4299 PACKING, LAST MILE PROGRAM
 5106085 BELT, SEAT, 3" RETRACTABLE
 5226460 CAT KEY, WITH PASSCODE OPTION
 5226505 CAMERA, REAR VIEW
 5237583 BOOM, SWING
 5238003 ELECTRICAL ARR, C2.4 HRC
 5272802 TRACK, 16", TG W/RUBBER PAD
 5327892 LINES, BOOM
 5328634 LINES, QC, LNG STK, 3 LINE
 5382663 NO EXTRA COUNTERWEIGHT
 5414573 TRAVEL PEDALS
 5571710 SOFTWARE, STICK STEER CONTROL
 5571713 SOFTWARE, CODED START
 5660462 HEATER, WATER JACKET
 5792605 BLADE, ANGLE, BOCE
 6053335 EOU HOUSE SWING COVER, 6T
 6053336 COVER GP
 WT-MHE WT-MHE
 0P4263
 0P0227
 6129616 COMPACTOR PLATE, CVP
 2030983 LINES, CVP16, MHE 5-



TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: To the extent permitted by Law. Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	WESTERN STATES EQUIPMENT COMPANY
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: <u>Regional Sales Manager</u>
Date: _____	Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME Jackson Hole Airport Board			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 159 Jackson, WY 83001-0159				
EXTENDED WARRANTY COVERAGE New Warranty - 5 Year 2500 Hour Governmental Failsafe Warranty				
MODEL 306	PRODUCT DESCRIPTION 306	HOUR METER 0	SERIAL NUMBER 6G610723	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	306	6G610723	0		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
24HD-BKT305	59GR-BKT305	12" HD BKT 2.10CFT 305-305.5E	36HD-BKT305
Serial No. A422ABK30748 N/S	Serial No. A6228MD20123 N/S	Serial No. A423ABK30715 N/S	Serial No. A423BBK30091 N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) Jackson Hole Airport Board

Dirección postal completa PO Box 159 Jackson, WY 83001-0159

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed. El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed. Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature / Firma del usuario _____

Dir. Rep. Signature / Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink® (fleet management)
- Parts.Cat.Com/Cat® Central (buy parts online)
- Cat® Inspect (paperless inspection platform)
- Cat® SOS Manager (oil samples)
- Cat® Rental Store (manage equipment rentals)
- Cat® SIS (service & parts information)

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 11
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WOOLPERT**

*Construction Administration and Construction Management
Underground Stormwater Detention and Filtration System Expansion
Schedules I and II*

This Amendment No. 11 (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 March 19, 2024.

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

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

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 11 to the Agreement to provide services as outlined in the Underground Stormwater Detention and Filtration System Expansion Schedules I and II Scope of Work letter dated February 19, 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 February 19, 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 B**, and shall be in a not to exceed amount of Three Hundred Forty-One Thousand and Eighty-Four Dollars and Zero Cents (\$341,084.00), 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.

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

JACKSON HOLE AIRPORT BOARD ATTEST

By:

Valerie Brown, President

By:

Bob McLaurin, Secretary

WOOLPERT

By: _____

Print: _____

Title: _____

DRAFT

**SCOPE OF WORK
FOR
JACKSON HOLE AIRPORT
Jackson, Wyoming
A.I.P. Project No. 3-56-0014-079-2024
WYDOT Project No. AJA027A
Underground Stormwater Detention and Filtration System Expansion
Schedules I and II
Construction Administration and Construction Management**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and 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.” The construction budget for this project is approximately \$2,400,000 for Schedules I and II. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of Pre-Construction Coordination, Construction Administration, Post-Construction Coordination, On-Site Construction Coordination for the Underground Stormwater Detention and Filtration System Expansion Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

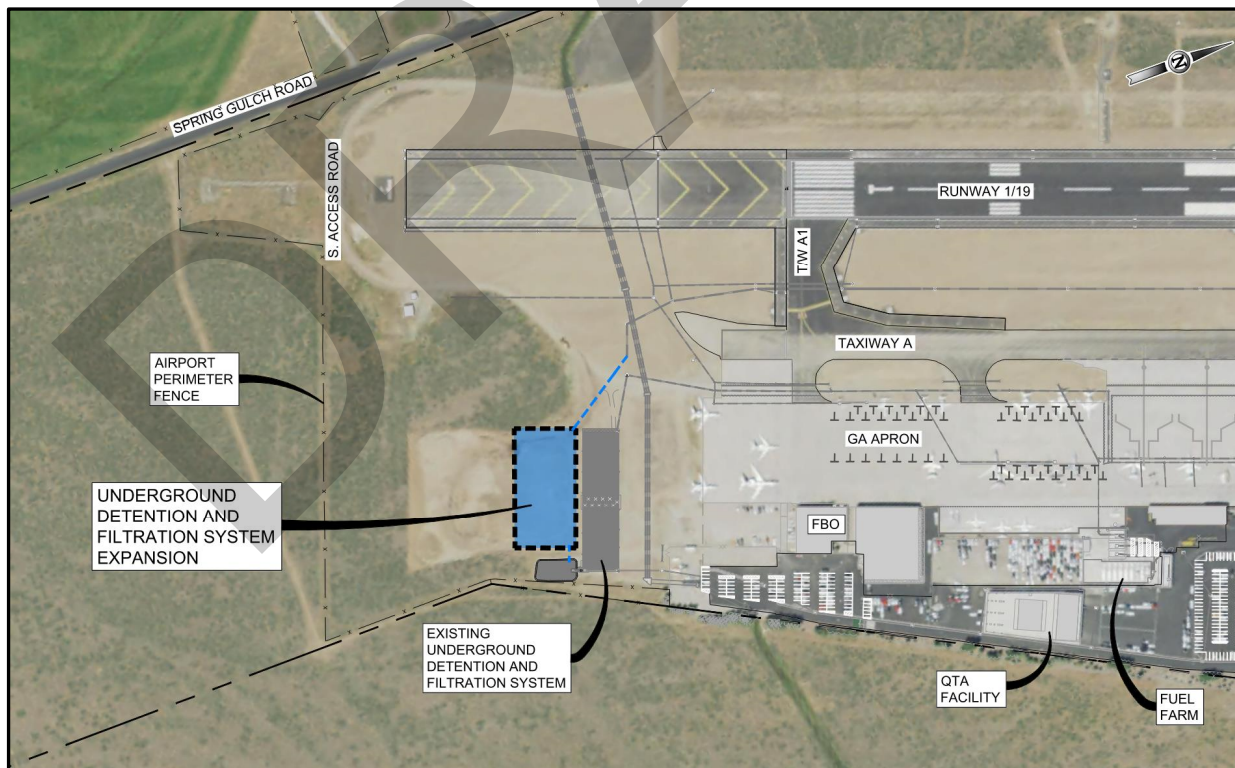


EXHIBIT NO. 1

The Design of this project was completed under AIP 3-56-0014-079-2024 in CY 2023. This project will consist of constructing an expansion to the existing underground stormwater detention and filtration system at Jackson Hole Airport (JAC). The existing system was completed in 2019 and was designed to capture and filter collected stormwater surface runoff from the commercial and general aviation aircraft parking ramps as well as all the landside roadways and parking lots. However, since the original underground detention and filtration system was constructed, a stormwater pavement runoff capture system has been installed on the recently reconstructed Runway 1/19 and connector Taxiways A1 and A4. The captured surface flows from these pavement areas have been connected to the existing underground stormwater detention and filtration system. Because of incorporating the captured stormwater runoff for the Runway and Taxiways A1 and A4 into the existing underground stormwater detention and filtration system, the capacity of this system has been reduced.

Schedule I work will include installation of the expanded underground stormwater detention and filtration system as well as approximately 7,000 SY of drainage rock, approximately 270 feet of 36" plastic drain pipe, 15 drainage manholes/structures, a lift station, and mechanical/electrical equipment for the system.

Schedule II work will consist of the removal of 462 feet of airport perimeter/wildlife fencing and installation of 514 feet of new airport perimeter/wildlife fencing.

The engineering fees for project will consist of **Part B-Special Services**, which includes; 4) Pre-Construction Coordination Phase, 5) Construction Administration Phase, 6) Post-Construction Coordination Phase, 7) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Additional services that will be completed by subconsultants to the Engineer, including the quality assurance testing during construction and post-construction pipe inspection, will also be included under **Part B-Special Services**.

Part B and the four phases are described in more detail below.

4.0 Pre-Construction Coordination Phase

4.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work. Fees shall be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

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

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map

- Include the Sponsor’s certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

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

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

4.04 Review Material Submittals Prior to Construction Start. Due to the long lead-time for some of the mechanical/electrical equipment as well as for the stormwater detention and filtration system itself, the Contractor will submit materials for use on the project for approval prior to the start of construction. The Engineer will review any construction submittals for items the Contractor is proposing to use on the project prior to construction start. It is assumed that these activities will take place in Spring/early summer of 2024. During this time, it is anticipated that the Project Manager IV, Resident Construction Manager IV, and Engineer III will spend time providing material submittal review and inspection of material that is hauled to the site prior to construction start.

4.05 Coordination with Grand Teton National Park (GTNP) and Wyoming Department of Environmental Quality (WDEQ). Separate meetings will be held with GTNP and WDEQ to discuss updates to project timing and understand any additional requirements that GTNP or WDEQ may have based upon the updated construction timing. In addition to the construction timing updates, WDEQ will be provided with exhibits and a brief report that focuses on the overall drainage improvements for this project and how they fit into the overall surface runoff capture system and on-site stormwater detention systems at JAC.

TASK 4 DELIVERABLES	TO GTNP/WQEQ	TO FAA/STATE	TO SPONSOR
4.01 Construction SOW and Contract		✓	✓
4.02 Federal Grant Application		✓	✓
4.03 FAA Form 7460		✓	
4.05 Meeting Agenda for GTNP and WDEQ meetings	✓		
4.05 Drainage Report	✓		

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.05 Coordination Meetings with GTNP and WDEQ	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV and One (1) Project Manager IV Assume One (1) hour via teleconference (2 meetings)

5.0 Construction Administration Phase

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

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

5.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders, supplemental agreements, and RFI’s as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer’s progress and any problems that may arise while performing the work. The PSR

must include an update of the project schedule, as described in this section, when schedule changes are expected.

- Prepare quarterly performance reports.

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

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

5.05 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include two (2) Project Manager IV (one civil, one electrical), Resident Construction Manager IV, and an Engineer III. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project. Assume meeting is 4 hours in length with 2 hours preparation time.

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

5.07 Attend Weekly Construction Meetings. The Project Manager IV will attend weekly construction meetings via teleconference throughout the duration of the project. It is estimated that the Project Manager will be required to attend 10 weekly meetings.

5.08 Perform Site Visits During Construction. The Project Manager IV shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make one site visit to the project. It is assumed that each site visit will be three days in duration, including travel.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
5.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
5.02 Monthly Invoice and Monthly PSR		✓
5.02 Pay Request Review Documentation		✓
5.02 Weekly/Monthly Reports	✓	✓
5.02 Quarterly Performance Reports		✓
5.02 Change Orders/Supplemental Agreements/RFI's	✓	✓
5.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
5.06 Review and Approval of SPCD and Final SPCD	✓	

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.05 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and One (1) Project Manager IV Assume (2) two Project Manager IV, and one Engineer III via teleconference for 4 hours
5.07 Attend Weekly Construction Meetings	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV Assume Two (2) hour meeting via teleconference for each meeting (10 meetings)
5.08 Perform Site Visits During Construction	<ul style="list-style-type: none"> Jackson, WY One (1) Project Manager IV Assume three full days for each site visit (1 site visit) Assume travel to/from Denver, CO to Jackson, WY with two (2) overnight stays for Project Manager for each site visit

6.0 Post-Construction Coordination Phase

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

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

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

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

6.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements. The final document will be sent to the FAA and WYDOT.

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

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

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

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

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.03 Conduct Final Inspection	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV Assume half day for Final Inspection

7.0 On-Site Construction Coordination Phase

This phase will consist of providing one Resident Construction Manager IV for a portion of the project and one Non-Resident (NR) Construction Manager IV for 16 calendar days (includes two travel days). It shall be the responsibility of the each Construction Manager IV to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager’s direction. It is estimated that it will take **70 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

7.01 Provide Resident Engineering. The Resident Construction Manager IV will work approximately **10 hours per day** during the time on the project and the NR Construction Manager IV will be on-site approximately **10 hours per day**. It is assumed that the Resident Construction Manager IV and NR Construction Manager IV will be able to complete all daily project documentation in the course of their

shift. The total on-site inspection time is anticipated to be **56 calendar days** for the Resident Construction Manager IV and **14 calendar days** for the NR Construction Manager IV. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 48 working days** for the Resident Construction Manager IV and **12 working days** for the NR Construction Manager IV. Assume **2 full days of travel** (1 coming to JAC and 1 leaving JAC) for the NR Construction Manager IV. Finally, it is anticipated that the Resident Construction Manager IV will be on site for **1 full day** to assist with the post-construction pipe inspection.

In summary, the following personnel is proposed for 2024:

PERSONNEL	WORKING DAYS/YEAR	CALENDAR DAYS/YEAR
	2024	2024
Resident Construction Manager IV	49 (includes 1 day for pipe inspection)	57 (includes 1 day for pipe inspection)
NR Construction Manger IV	12	14 (includes 2 days for travel)

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

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.

- j. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, WYDOT, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

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

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

Special Considerations

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

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

- Item P-152 Excavation and Embankment
- Item F-162 Wildlife Exclusion Fence
- WY-301a Crushed Base
- Section 33 05 13 Manholes and Structures
- Section 33 49 23 Stormwater Detention Structures

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

Assumptions

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

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
9. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

10. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

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

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

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

Labor Category	Total Hours	Billing Rate	Total Cost
7.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Construction Manager IV	490 hrs. x	\$ 72.00 /hr =	\$ 35,280.00
Construction Manager IV	140 hrs. x	\$ 72.00 /hr =	\$ 10,080.00
SUBTOTAL 630 hrs. SUBTOTAL \$ 45,360.00			
Direct Labor Cost		= \$	45,360.00
Overhead (% of Direct Labor Cost)	213.77%	= \$	96,966.00
Total Labor Cost		= \$	142,326.00
Fixed Fee		= \$	28,500.00
SUBTOTAL PHASE LABOR \$ 170,826.00			
Reimbursables			
Auto Rental	63 Day x	\$ 135.00 /Day=	\$ 8,505.00
Lodging + Tax & Fees	14 Day x	\$ 430.00 /Day=	\$ 6,020.00
Per Diem	14 Day x	\$ 79.00 /Day=	\$ 1,106.00
Travel & Airline Costs	0 Trip x	\$ 1,200.00 /Trip=	
SUBTOTAL \$ 15,631.00			
PHASE SUBTOTAL \$ 186,457.00			

TASK	LABOR CATEGORY						Phase Item Costs
	Construction Manager IV	Construction Manager IV					
7.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)							
Estimated Calendar Days from Scope of Work	56	14					
Estimated Working Days/Week from Scope of Work	6	6					
Total Days Scoped for Resident Engineering (Including travel days and post construction pipe-inspection)	49	14					
Estimated Hours/Day from Scope of Work	10	10					
7.01 Provide Resident Engineering	490	140					\$ 45,360.00
TOTALS							
	490	140	0	0	0	0	\$ 45,360.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost	
PART B - SPECIAL SERVICES (LUMP SUM)					
4.0 Pre-Construction Coordination Phase (Lump Sum)	96	\$ 23,700.00	\$ -	\$ 23,700.00	
5.0 Construction Administration Phase (Lump Sum)	146	\$ 37,360.00	\$ 2,687.00	\$ 40,047.00	
6.0 Post Construction Coordination Phase (Lump Sum)	154	\$ 37,380.00	\$ -	\$ 37,380.00	
	300	SUBTOTAL \$ 98,440.00	\$ 2,687.00	\$ 101,127.00	
	Contract Hours	Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)					
7.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	630	\$ 142,326.00	\$ 28,500.00	\$ 15,631.00	\$ 186,457.00
	630	SUBTOTAL \$ 142,326.00	\$ 28,500.00	\$ 15,631.00	\$ 186,457.00
SUBCONSULTANT 1					
Strata - Geotechnical Engineering				\$ 36,000.00	
SUBCONSULTANT 2					
R & R Visual - Post-Construction Pipe Inspection				\$ 17,500.00	
					SUBTOTAL \$ 53,500.00
TOTAL		\$ 142,326.00	\$ 126,940.00	\$ 18,318.00	\$ 341,084.00

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “**Agreement**” or “OTA”) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as “TSA”) and **Jackson Hole Airport Board** (hereinafter referred to as the “**PROJECT SPONSOR**”) relating to the **Jackson Hole Airport (JAC or Airport)**. The TSA and the **PROJECT SPONSOR** agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this **Agreement**.

ARTICLE II – LEGAL AUTHORITY

TSA enters into this **Agreement** under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. §§ 106(l)(6) and 114(m)(1), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. The **PROJECT SPONSOR** enters into this **Agreement** under the applicable State law governing its contracting authority.

ARTICLE III – SCOPE

The purpose of this **Agreement** is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the TSA and the **PROJECT SPONSOR** with respect to the design services necessary to construct an inline Checked Baggage Inspection System (CBIS) utilizing Explosive Detection Systems (EDS) at the Airport. The design services will result in 100% drawings and specifications and will be submitted in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) version in effect at the time of formal confirmation from TSA of the receipt of the complete 30% detailed design package.¹

This Design Services Project requires the **PROJECT SPONSOR** to provide the architect and engineering services to develop the design and construction specifications to install the inline CBIS within the **Main Airport Terminal** (hereinafter “**the Project**”). The design will address Airport Terminal modifications required to incorporate the CBIS, including required changes to the baggage conveyor components and programming, mechanical, plumbing, electrical, architectural, and telecommunications, or other infrastructure required for the installation and the integration of the Transportation Security Equipment and associated hardware and software. The **Project** will also encompass the design of Checked Baggage Resolution Areas (CBRAs) and an On-Screen Resolution (OSR) Room. The objective of this **Agreement** is to provide the design documents and specifications to identify the scope of work required to install an inline CBIS in order to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the **PROJECT SPONSOR** are outlined in the PGDS. The Design Phases include:

1. Pre-Design Phase
2. Schematic Design Phase
3. Detailed Design Phase

¹ This is available on sam.gov (search for PGDS) or may be obtained from the Contracting Officer or the Contracting Officer’s Representative upon request.

- a. 30% Design Submittals and associated deliverables
 - b. 70% Design Submittals and associated deliverables
 - c. 100% Design Submittals and associated deliverables
4. Construction Bid proposal documentation including contract solicitation, requirements issued to prospective contractors, bid specifications, and other applicable documents that complete the local request for proposal package.
 5. Construction Bid proposal evaluation.

Before the **PROJECT SPONSOR** may proceed from one Design Phase to the next, it must receive TSA's written approval.

Any future allowable, allocable, and reasonable costs for CBIS construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate agreement between the **PROJECT SPONSOR** and the TSA. This **Agreement** shall not be construed to obligate the TSA, in any manner, to provide construction cost funding or obligate the TSA to enter into an **Agreement** with the **PROJECT SPONSOR** for reimbursement of construction costs related to the CBIS Project. TSA funding for the construction portion of the CBIS Project is subject to the Congressional authorization and appropriation budget process.

ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the **Project** refers to the design services to be completed by the **PROJECT SPONSOR** to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the CBIS installation. It does not include the costs of acquisition, delivery, or installation of the EDS and ETD systems themselves. All work performed by the **PROJECT SPONSOR** pursuant to this **Agreement** shall be accomplished in accordance with the TSA PGDS version in effect at the time of formal confirmation from TSA of the receipt of the complete 30% detailed design package and in accordance with the applicable local Building Standards and Criteria.
2. The estimated cost for the TSA allowable, allocable, and reasonable portion of the design services for the **Project** is **\$601,515.00**. TSA agrees to reimburse the **PROJECT SPONSOR** for **ninety-five percent (95%)** of the allowable, allocable, and reasonable costs of the design services for the Project, not to exceed a total reimbursement of **\$571,439.25** (calculated as **95%** of **\$601,515.00**).
3. TSA will determine allowable, allocable, and reasonable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards" which adopts the OMB guidance codified at 2 C.F.R.

Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0. TSA will reimburse the **PROJECT SPONSOR** on an actual expense basis supported by one or more invoices submitted by the **PROJECT SPONSOR** in accordance with Article VIII of this **Agreement**, “Billing Procedure and Payment.” The parties understand and agree that all **Project** costs in excess of the TSA Reimbursement Limit of **\$571,439.25**, as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in PGDS and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIV “Changes and/or Modifications.” Should the TSA reimbursements of **\$571,439.25** as adjusted pursuant to Article XIV, represent more than **95 %** percent of the final allowable and allocable, and reasonable **Project** costs, the **PROJECT SPONSOR** will refund TSA sufficient funds that TSA’s total reimbursement will equal no more than **95 %** of the final allowable, allocable and reasonable **Project** costs.

4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 6.0. In general, the costs for which TSA will provide reimbursement under this **Agreement** are limited to those costs associated with Design Deliverables mandated by PGDS and “TSA PGDS Design and Construction Deliverables Checklist.” The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0 provides guidance regarding the reimbursable costs for TSA CBIS Projects.²
5. Change Orders are defined as work that is added to or removed post OTA award that results in added cost or changes the scope of the OTA. Any changes to the authorized amount shall be submitted by the **PROJECT SPONSOR** to the TSA Contracting Officer Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the **Project**, if TSA agrees to the change the TSA CO will provide written approval to the **PROJECT SPONSOR** via a modification to the OTA in accordance with Article XIV. The fully executed modification will provide the **PROJECT SPONSOR** authority to proceed with the work identified in the Change Order. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change order work that was not pre-approved by TSA or that was performed prior to the execution of the OTA modification.
6. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA’s Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the **Project**, if TSA agrees to the change the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by TSA.

7. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in Article VIII – "Billing Procedure and Payment."

B. Project Responsibilities

The primary **Project** responsibilities of the TSA and the **PROJECT SPONSOR** are outlined below. The **Project** will be overseen by the **PROJECT SPONSOR**.

i. **TSA Responsibilities**

1. Upon request by the **PROJECT SPONSOR**, TSA will provide the **PROJECT SPONSOR** with the following historical data for the Airport:
 - a. Bag information reports (a.k.a. FDRS reports) for all the EDS, if available
2. TSA reserves the right to determine the number, manufacturer, and model of EDS units to be used in the **Project** at the Airport and will notify the **PROJECT SPONSOR** of any requests to incorporate specific EDS models into the **Project** at the earliest possible time. If TSA requests that the **PROJECT SPONSOR** make changes to an alternative solution or perform any other work to accommodate a request by TSA for a specific EDS model after TSA approves the 30% Design submission, the **PROJECT SPONSOR** shall be entitled to full reimbursement of its costs to make such changes or perform such work. This provision does not apply to such changes made prior to TSA approval of the 30% Design submission.
3. TSA will review and concur in writing, within project defined review times, with the **Project** design, plans, and specifications for all design packages, required in this OTA, for the installation of the EDS in the CBIS based upon the standards and guidelines in the PGDS version in effect at the time of formal confirmation from TSA of the receipt of the complete 30% detailed design package.
4. TSA will provide the general EDS specification(s) at the beginning of the **Project**.
5. TSA will provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the **PROJECT SPONSOR** regarding integration of the EDS machines into the BHS.
6. TSA will review and consider requested changes to the design and associated costs.

ii. **PROJECT SPONSOR Responsibilities**

1. Except for the responsibilities of the TSA, as outlined above, the **Project** will be managed and overseen by the **PROJECT SPONSOR**. The **PROJECT SPONSOR**, acting through such contractors as it may engage, using the **PROJECT SPONSOR's** procurement process, will provide the engineering and design services necessary for successful completion of the **Project**. The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the **Project** conforms to the TSA design guidelines identified in the PGDS version in effect at the time of formal confirmation from TSA of the receipt of the complete 30% detailed design package and is completed within the project schedule established by the **PROJECT SPONSOR** and provided to TSA no later than 30 calendar days after the **PROJECT SPONSOR** awards the design contract.
2. The **PROJECT SPONSOR** must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. The **PROJECT SPONSOR** shall provide a budgetary construction cost estimate with the 30%, 70%, and subsequent 100% design packages for the **Project**. The cost estimate will

be submitted in the Current Working Estimate (CWE) form presented in PGDS and include a Basis of Estimate (BOE) document that will provide a detailed costs breakdown for each of the divisions within the CWE. The BOE will be used by TSA to validate the allocable costs for the project through design.

4. The **PROJECT SPONSOR** shall obtain all necessary licenses, insurance permits and approvals during performance of the **Project**.
5. The **PROJECT SPONSOR** shall ensure the EDS Original Equipment Manufacturer (EDS OEM) site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. The **PROJECT SPONSOR** shall ensure that all connections between the EDS equipment and the baggage handling system meet the requirements of the EDS OEM integration guide, and that TSA cabling guidelines as given in the PGDS are followed for any connections. The **PROJECT SPONSOR** or their authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant requirements arise, the **PROJECT SPONSOR** shall communicate the issue/concern with the TSA COR.
7. The **PROJECT SPONSOR** shall provide reasonable measures to protect the EDS and ETD equipment from unauthorized access, harm, theft, and water intrusion in the screening area within the design and phasing plan.
8. The **PROJECT SPONSOR** shall incorporate heating, ventilation, and air conditioning into the design as well as OSHA requirements for those spaces occupied by TSA personnel.
9. The **PROJECT SPONSOR** shall ensure that all applicable TSA Security Technology Integrated Program data requirements are incorporated into the design in accordance with the PGDS.
10. Appendix B “Schedule of Deliverables” identifies required deliverables to be submitted by the **PROJECT SPONSOR**. The **PROJECT SPONSOR** shall submit the deliverables identified in Appendix B by the due dates prescribed.

ARTICLE V - EFFECTIVE DATE AND TERM

The term of this **Agreement** shall be **36 months** from the date of execution of the **Agreement**, unless earlier terminated by the parties pursuant to Article XIII “Termination” as provided herein or extended by mutual agreement pursuant to Article XIV “Changes and/or Modifications”, in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out the **Project**, and address any other issues. In accordance with Section C4 of The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0, costs incurred, including work performed outside the term of this **Agreement**, are not eligible for reimbursement.

The **PROJECT SPONSOR** will establish and provide to the TSA COR and TSA CO, no later than 30 calendar days after the **PROJECT SPONSOR** awards the design contract, Project Milestones that allow objective measurement of progress toward **Project** completion. TSA maintains the right to identify any additional Project Milestones to be tracked by the **PROJECT SPONSOR**.

ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the **Project** complete upon review and approval of the 100% design package for the CBIS, OSR and CBRA for each Terminal, and submission of construction bid information to TSA. The

design must conform to TSA’s PGDS version in effect at the time of formal confirmation from TSA of the receipt of the complete 30% detailed design package. Successful completion requires the correction of any non-conformances, deficiencies or other comments that require adjudication identified during the design review process. TSA will release the funds retained pursuant to Article VIII only after approval of the 100% design package, all deficiencies have been corrected and all outstanding comments addressed, and construction bid information has been accepted by TSA.

ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding to the **PROJECT SPONSOR** in an amount not to exceed **\$571,439.25** (TSA Reimbursement Limit). Funds in the amount of **\$571,439.25** are hereby obligated and made available for payment for performance, as outlined below, under this **Agreement**:

Project Cost Share	95%
Allocable Project Costs (w/o contingency) (Calculate with Cost Share)	\$571,439.25
Contingency Funding (Calculate with Cost Share):	\$0
Total OTA Obligation:	\$571,439.25

Expenses incurred in executing the work identified herein are chargeable to:

PR: **PR247672A003**

Accounting Line: 2024|5385000B01XXXXDM|F300F310F000|7672000000|T24D240600|251001|61000000|7 672000000|72OAPXXCF4|010103|000000|000000|000000|0|0|0|0

Amount: **\$571,439.25**

In the event of expiration or termination of this **Agreement** pursuant to Article V – Effective Date and Term or Article XIII - Termination, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this **Agreement**. TSA’s liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this **Agreement**.

Under no circumstances will TSA be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this **Agreement**, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this **Agreement**. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the **Project** are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, including the **PROJECT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this **Agreement**. TSA will not be responsible for costs incurred by the **PROJECT SPONSOR**, its contractors, or its agents to perform work which deviates from TSA’s approved design for the project pursuant to this **Agreement**. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the **Project** pursuant to this **Agreement**.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the **Agreement** and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs version 6.0.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment. To obtain information regarding SAM, please refer to <https://sam.gov/content/home>.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred, but not before a previous invoice has been processed and approved by TSA. Invoices must be submitted one at a time; concurrent submissions of multiple invoices are not allowed. Invoices will be reviewed sequentially; once an invoice is approved and paid by TSA, the next invoice may be submitted. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable expense totaling more than \$25,000, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the **Project** costs that have been incurred and paid. The TSA intends to make payment to the **PROJECT SPONSOR** within 120 calendar days from receipt of each properly prepared invoice for reimbursement of incurred **Project** costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the **Project**, and shall only be reimbursed to the **PROJECT SPONSOR** upon successful completion of all of its obligations under this **Agreement** as defined in Article VI of this **Agreement**.

In the event that an invoice for reimbursable expenses is not received by the TSA during a twelve (12) month period, the TSA reserves the right to terminate the **Agreement** per Article XIII “Termination.”

B. Invoicing

The **PROJECT SPONSOR** invoice format is acceptable; however, the invoice document shall not be password protected. The invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the **PROJECT SPONSOR** Requesting Fund Disbursement

5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Period of Invoice Service (inclusive of dates)
8. Supporting Documentation including Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
10. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
11. Remittance Address
12. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this **Agreement**, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
13. Signature of Requestor's Authorized Representative with Date
14. Name and Address of the **PROJECT SPONSOR**'s facility

The Invoice shall be submitted by electronic transmission to the following address:

Email : FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this **Agreement**, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this provision are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review and the TSA CO will approve all invoices prior to payment. To aid in this review, the **PROJECT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate documentation that the **PROJECT SPONSOR** has paid these obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously to expedite the payment process.

The Support Documentation should contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- Signed, approved and legible copies of each individual contractor's invoice including schedules of values scope of work
 - Copies of contracts and change orders that provide support for the actual work being invoiced
 - Vendor and subcontractor invoices with specific details about services provided and when these services were rendered.
 - Rationale for all allocations or unusual calculations or assumptions
 - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount
- Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions

- TSA invoice log
- Completed checklist

The Summary Invoice and supporting documentation shall be submitted by email to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice should include proof that all required deliverables have been provided.

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice.

D. Final Invoice: Assignment and Release of Claims

The **PROJECT SPONSOR** shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

Accordingly, the **PROJECT SPONSOR's** final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

“**PROJECT SPONSOR** for and in consideration of the funding provided under OTA **70T04024T7672N001**, does hereby remise, release and forever discharge Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law or in equity, arising from and by reason of any and all known and unknown, foreseen and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. **PROJECT SPONSOR** expressly waives its ability to seek additional reimbursement from the Government under OTA **70T04024T7672N001.**”

E. Untimely Invoices

In furtherance of the timely closeout of this **Agreement**, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify TSA of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted later than six months after the period of performance ends or six months after the date of termination by either party, will be considered untimely and TSA cannot guarantee payment. The **PROJECT SPONSOR** may be liable for the expenses that are the subject of an

untimely or improperly submitted invoice. TSA reserves the right to reject untimely or improperly submitted invoices.

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for the **Project** funded by this OTA, while this **Agreement**, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of this **Agreement**. For the **Project** funded by this OTA, the **PROJECT SPONSOR** shall maintain all **Project** records and data associated with the **Project** while this **Agreement**, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this **Agreement**. If this **Agreement** is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the “Disputes” provision in Article XII regarding this **Agreement** shall be made available until such appeals are finally resolved.

As used in this provision, “records” includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to the **Project** funded by this OTA.

The **PROJECT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred for the **Project** funded by this OTA in the purchase of technologies allowed in the **Project**. The CO, COR, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the **PROJECT SPONSOR**’s offices directly responsible for managing the **Project**.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this **Agreement**.

This article shall not be construed to require the **PROJECT SPONSOR** or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting principles.

ARTICLE X – AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this **Agreement**. Each party’s authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this **Agreement**, provided written notice of such appointment is made to the other party to this **Agreement**. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Contracting Officer’s Representative (COR):

Name: Peter Donis

6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-3234
E-Mail: peter.donis@tsa.dhs.gov

Contracting Officer (CO):

Name: Megan Kesler
6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-2189
E-Mail: megan.kesler@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA COR and is responsible for the technical administration of this **Agreement** and is the technical liaison with the **PROJECT SPONSOR**. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding. The TSA COR is authorized to approve the usage of contingency funds that fall within the funded TSA amount pursuant to Article IV.

The **PROJECT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **PROJECT SPONSOR** as direction which could increase the **Project** costs and could cause the **PROJECT SPONSOR** to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this **Agreement**.

B. The PROJECT SPONSOR Points of Contact:

The **PROJECT SPONSOR** Point of Contact for all correspondence is:

Name: Valerie Brown
Address: 1250 E Airport Road
P.O. Box 159
Jackson, WY 83001
Phone: 307-733-7695
E-Mail: Valerie.brown@jhairport.org

ARTICLE XI - LIMITATIONS ON LIABILITY

A. The tort liability of the United States shall be governed by the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b), 1402(b), 2401(b), 2671-2680, and the implementing regulations published at 28 C.F.R. part 14. The tort liability of the **PROJECT SPONSOR** shall be governed by the applicable tort law of the State in which the Project is performed.

B. The **PROJECT SPONSOR** has the affirmative duty to notify the TSA CO in the event that the **PROJECT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **PROJECT SPONSOR** costs and cause the **PROJECT SPONSOR** to seek compensation from TSA beyond TSA's liability as stated in Article IV "Responsibilities" or Article VII "Funding and Limitations." Claims against either party for damages of any nature whatsoever pursued under this **Agreement** shall be

limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this **Agreement** at the time the dispute arises. If the **PROJECT SPONSOR** receives any communication which it interprets as instructions to change the work encompassed in this **Agreement**, or to incur costs not covered by funding obligated at that time, the **PROJECT SPONSOR** must not act on that communication, and must contact the CO verbally and in writing immediately.

C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. No third party shall assert any rights under this **Agreement** unless expressly provided herein.

ARTICLE XII – DISPUTES (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the CO for TSA and an authorized representative of **PROJECT SPONSOR**. All disputes arising under or related to this **Agreement** shall be resolved under this Article. Disputes, as used in this **Agreement**, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of **Agreement** terms, or other relief arising under this **Agreement**, **excluding tort claims governed by Article XI**. The dispute shall be made in writing and signed by a duly authorized representative of the **PROJECT SPONSOR** or the TSA CO. At a minimum, a dispute under this **Agreement** shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, **PROJECT SPONSOR** may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII - TERMINATION

A. In addition to any other termination rights provided by this **Agreement**, either party may terminate this **Agreement** at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

B. If the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the **Project**, the **PROJECT SPONSOR** agrees to notify TSA in writing, and reimburse the United States Government for all monies disbursed to it under this **Agreement** up to the date of notification.

C. If TSA chooses not to proceed with a Design Phase, TSA shall reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable design costs for the Design Project up to the **Project** stopping point, which shall not exceed the TSA funded amount of **\$571,439.25**. For example, if TSA elects not to proceed beyond the 30% Design Submittal Phase, then TSA shall notify the **PROJECT SPONSOR** in writing. TSA will then reimburse the **PROJECT SPONSOR** for all

accrued allowable, allocable, and reasonable costs for the Pre-Design Phase, Schematic Design Phase and 30% Design Submittals Phase only up to the date of notice.

D. In the event of termination or expiration of this **Agreement**, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be de-obligated from this **Agreement**.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this **Agreement** shall be in writing and signed by the TSA CO and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this **Agreement** and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this **Agreement**. The properly signed written modification shall be attached to this **Agreement** and thereby becomes a part of this **Agreement**.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this **Agreement**.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This **Agreement** is issued under 49 U.S.C. §§ 106(l)(6) and 114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this **Agreement**. Additionally, each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this **Agreement** and any amendments thereto, and that, accordingly, this **Agreement** shall not be construed more stringently against one party than against the other. The **Agreement** constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this **Agreement**.

In the event that any Article and/or parts of this **Agreement** are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this **Agreement**, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the **Agreement**, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the **Agreement** if appropriate to address the effect of the lapse.

ARTICLE XVI - PROTECTION OF INFORMATION (NOV 2021)

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this **Agreement**.

A. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, and 49 C.F.R. § 1520.5(a), Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of 49 C.F.R. part 1520, which defines the scope, categorization, handling requirements, and disposition of information deemed SSI.

All persons assigned to work under this **Agreement** are subject to the provisions of 49 C.F.R. Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All persons assigned to work under this **Agreement** must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The **PROJECT SPONSOR** shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the **PROJECT SPONSOR** would fall under the provision of 49 C.F.R. § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.* This includes all persons who are involved in the performance of the project, including officials and employees of the **PROJECT SPONSOR**, and those who are involved in the **Project** on behalf of the **PROJECT SPONSOR** including experts, consultants, contractors, and legal counsel.

Pursuant to 49 C.F.R. § 1520.9(a)(3), the **PROJECT SPONSOR** must contact SSI@tsa.dhs.gov for guidance on handling requests to access SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the **Agreement** by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the **PROJECT SPONSOR** unrelated to the performance of this **Agreement**. The **PROJECT SPONSOR** shall include the CO and COR as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. §§ 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the *SSI Quick Reference Guide for DHS Employees and Contractors*. Special request processing and handling requirements apply to **PROJECT SPONSOR** employees as well as **PROJECT SPONSOR** Contractor employees who may be foreign nationals. The **PROJECT SPONSOR** must clearly identify any employees who are not U.S. citizens and for whom access to SSI is requested; the requirements of TSA Management Directive 2810.3 "Management of Foreign Access to Sensitive Information" apply.

Non-Disclosure Agreements (NDAs). The CO will provide the non-disclosure form (DHS Form 11000-6 and/or TSA Form 2815), as necessary, to the **PROJECT SPONSOR** when circumstances warrant. NDAs are required to be signed by any person who is requesting access to SSI for any other purpose besides activities falling within the scope of the **Agreement**. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. § 1520.9(c), the **PROJECT SPONSOR** agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the **PROJECT SPONSOR** shall immediately, and in no event later than one hour of

discovery, report the breach to the CO and the COR. The **PROJECT SPONSOR** is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

In the event that an SSI breach occurs as a result of the violation of a term of this **Agreement** by the **PROJECT SPONSOR** or its employees, or the **PROJECT SPONSOR**'s covered persons, the **PROJECT SPONSOR** shall, as directed by the Contracting Officer and at no cost to the Government, without delay correct or mitigate the violation.

For unauthorized disclosure of SSI, the **PROJECT SPONSOR** and its employees and **PROJECT SPONSOR**'s covered persons may also be subject to civil penalties and other consequences as set forth in 49 C.F.R. § 1520.17.

B. PUBLICITY AND DISSEMINATION OF AGREEMENT INFORMATION

The **PROJECT SPONSOR** shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this **Agreement** without the prior written consent of the CO. The **PROJECT SPONSOR** shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the **PROJECT SPONSOR** release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the CO. The CO will follow the procedures in TSA Management Directives 1700.3, "Written Articles," and 1700.4 "Press Releases." The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this **Agreement** and in accordance with the terms of this **Agreement** shall be referred to the CO.

ARTICLE XVII – SURVIVAL OF ARTICLES

The following Articles of this **Agreement** shall survive the termination and expiration of this **Agreement**: Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XIII – Termination; Article XVI – Protection of Information; and Article XVII – Survival of Articles.

APPENDICES

Appendix A – Project Milestone Schedule
Appendix B – Schedule of Deliverables

Appendix A Project Milestone Schedule

The PROJECT SPONSOR shall provide a Project Schedule that contains, at a minimum, the following project milestones:

1. Design OTA Period of Performance Start
2. Design Consultant Notice to Proceed
3. Pre-Design delivery to TSA for review
4. Pre-Design – TSA Review (Duration: 20 business days) *
5. Schematic design delivery to TSA for review
6. Schematic design – TSA review (Duration: 20 business days) *
7. 30% design delivery to TSA for review
8. 30% design – TSA review (Duration: 30 business days) *
9. 70% design delivery to TSA for review
10. 70% design – TSA review (Duration: 25 business days) *
11. 100% design delivery to TSA for review
12. 100% design – TSA review (Duration: 20 business days) *
13. RFP release
14. Bid selection process complete
15. Design OTA Period of Performance End
16. EDS Delivery (If phased delivery is planned, provide delivery dates per phase)
17. EDS Installation (If phased installation is planned, provide installation dates per phase)
18. Testing (SAT, Owner testing, TRR, ISAT, Live Operations, and Run-In period) (If phased testing is planned, provide testing dates per phase)
19. EDS Decommission Dates (If phased decommission is planned, provide decommission dates per phase)

There's no specific format requirement for the schedule.

The Project schedule shall be submitted to TSA the 10th day of the month along with the Monthly Project Status Report. The project schedule will be used to inform TSA project related activities.

* The TSA design review durations are meant to inform the **PROJECT SPONSOR's** schedule. These durations are recommended and don't represent a contractual obligation from TSA.

APPENDIX B
Schedule of Deliverables

The following deliverables are required to be submitted by the **PROJECT SPONSOR**.

Item	Deliverable	Submitted To:	Frequency or Due Date
1	Schedule provided in Appendix A (Project Milestones for Design and proposed Construction)	TSA COR, and TSA CO	Within 30 calendar days of the PROJECT SPONSOR awarding the design contract. Updates submitted monthly along with TSA Project Report (Item 6).
2	Pre-Design Phase, Schematic, 30%, 70% and 100% Design deliverables	TSA COR, CBTPlanning@tsa.dhs.gov	In accordance with the project milestone schedule.
3	Construction Bid Information (prospective winning bidder and bid package)	TSA COR, and TSA CO	When selection of prospective winning bidder is complete.
4	Design Contract Schedule of Fees	TSA COR, and TSA CO	Within 30 calendar days of the PROJECT SPONSOR awarding the design contract.
5	Copies of the Design Contract(s) and Change Orders	TSA COR, and TSA CO.	As required. Change Orders require TSA approval in accordance with Section A.6 of Article IV.
6	Monthly Project Status Report	TSA COR	By the 10 th of each month. Electronic submission is required.
7	Invoices	TSA COR, and TSA CO	Monthly
8	Final Invoice	TSA COR, and TSA CO	No later than 90 calendar days after completion of the CBIS Design Project.

The Monthly Project Status Report is to be submitted by the 10th of each month, along with an updated project schedule. A draft Monthly report template will be provided by the COR along with the Post Award Conference documents. The Monthly Project Status Report shall address the following:

- a. Reporting period
- b. **Project** accomplishments since previous submittal
- c. Issues, risks and concerns since previous report, along with actions executed to mitigate the risks.
- d. Project Information (Airport code, airport name, airport terminal, airport region, project phase, design contract award date, OTA period of performance, OTA amount)
- e. Executive Summary
- f. OTA Number
- g. **Project** Point of contact information for TSA, the Airport and the Consultants.
- h. Description of work completed along with percentage of work complete
- i. Financial snapshot (OTA amount, total invoiced to date, remaining contingency funds (if applicable))
- j. Description and percent of work complete
- k. Change Order/Change Order amount
- l. Cost of work incurred

[Back to Agenda](#)

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES
WITH BNP ASSOCIATES, INC.**

***Checked Baggage Inspection System (CBIS) – Funding Application, Design, Engineering,
and Construction Related Services***

This Amendment No. 1 (the “Amendment”) is to that certain Engineering Services Agreement (the “Agreement”) between the **Jackson Hole Airport Board** ("Board"), and **BNP Associates Inc.** ("Consultant"), and is dated effective March 19, 2024.

WHEREAS, Board and Consultant entered into a Base Agreement for Professional Design and Engineering Services ("Agreement") dated February 15, 2023, relating to design and engineering services in connection with the replacement of the Checked Baggage Inspection System (CBIS) to be provided to the Board with respect to the Jackson Hole Airport (the “Airport”);

WHEREAS, Board and Consultant now desire to enter into this Amendment No. 1 to the Agreement to provide for the provision of services identified in the Scope of Work annexed hereto as Exhibit A to this Amendment, titled “Design Fee Proposal – Checked Baggage Inspection System (CBIS) – Funding Application, Design, Engineering, and Construction Related Services”.

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 dated November 9, 2023 including the work of all sub-consultants described therein, 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 forth in **Exhibit A**, and shall be in a not to exceed amount of Six Hundred and One Thousand Five Hundred and Fifteen Dollars (\$601,515), 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 THE FOLLOWING PAGE.

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

JACKSON HOLE AIRPORT BOARD

By:

Valerie Brown, President

ATTEST:

By: _____
Bob McLaurin, Secretary

BNP ASSOCIATES INC.

By:

Print:

Title:

DRAFT



ASSOCIATES, INC.
1999 BROADWAY
SUITE 4250
DENVER, CO 80202 USA

09 November 2023

Jackson Hole Airport Board
Administration Office
1250 East Airport Road
Jackson, Wyoming 83001
EM: Anna.Valsing@jhairport.org

Attn: Anna Valsing
Administration Manager

Re: Design Fees
Checked Baggage Inspection System (CBIS) – Funding Application, Design,
Engineering, and Construction-related Services.

Dear Anna:

BNP Associates, Inc. is pleased to submit the enclosed design fee proposal for the Checked Baggage Inspection System (CBIS) as defined in the RFP and Addendum #1 dated November 1, 2022. The included proposal can be used to develop the OTA with TSA and to be reviewed by Airport Board for comment and approval.

Hoyt Architects will lead the Architectural and Engineering (A&E) Team to evaluate and design any required facility modifications. Musgrove Engineering, P.A. will provide mechanical and electrical design services under BNP for the design effort. Frost Structural Engineer will provide design efforts related to building structure.

Again, we would like to thank you for this opportunity. Please feel free to contact me or any members of our team with any questions you may have.

Sincerely,

BNP Associates, Inc.

Mitch Ellingson
Project Manager

cc: Cal Trudeau, David Mecartney, Gavin Vincenski

TEL: + 1 720.374.4930
FAX: + 1 720.374.4929
BNPDENVER@BNPASSOCIATES.COM

1. INTRODUCTION

The Jackson Hole Airport Board has requested that BNP Associates (Consultant), provide a scope and fee for the Checked Baggage Inspection System (CBIS) – Funding Application, Design, Engineering, and Construction-related Services project. This work is based off the JAC RFP which BNP originally submitted to the Airport November 15, 2022. The overall scope included in this fee proposal herein composes all of the design work to accomplish the original RFP scope with the inclusion of 100% bid documentation and bidding services.

The project intends to replace the existing six (6) EDS machine mini-inline CBIS with a fully inline CBIS compliant with TSA’s latest Planning Guidelines and Design Standards (PGDS). In addition to the replacement of the CBIS.

2. SCOPE OF SERVICES

1. Attend and schedule all project meetings with TSA and the Airport.
2. Analyze data from existing conditions and provided documents.
3. Developing agendas and goals for workshops.
4. Develop detailed program requirements.
5. Prepare constructability and phasing plans.
6. Development of design drawings and associated documents for each design stage required by TSA’s PGDS v.8.
7. Develop Construction cost estimates as required by TSA.
8. Provide and maintain project schedule.
9. Develop 100% bid package with design drawings and specifications.
10. Review of bids and recommended award.

3. SCHEDULE

Approximate duration of the project is estimated at 15 months.

4. TABLE OF FEES

The below table is a summary of the design fees broken out by discipline. Additional supporting documentation for these fees is included in the following appendix.

Firm	Role	Fee
BNP Associates	Prime/Baggage	\$456,190
Musgrove	MEP	\$69,325
Frost	Structural	\$8,000
Hoyt	Architecture	\$68,000
Total:		\$601,515

These fees are allocated by phase as described in the table below.

Phase	Fee
Pre-Design	\$95,234
Schematic Design	\$99,329
30% Design	\$128,784



ASSOCIATES, INC.

70% Design	\$137,299
100% Design	\$109,569
Bidding Services	\$3,800
Expenses	\$27,500
Total:	\$601,515

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100% Project Schedule		4	2	4	4								14
100% Drawings		8	40	4	8	40	2						102
100% Specifications		2	8	24	32		2						68
Code Review and meeting with City		2		2	2		2						8
Updated Basis of Design Report		2	2	4	4		2						14
Contingency Plan		2	16	24	24	16	2	8					92
Configuration Plan		2		24	24		2						52
TSA Submission		1	2	4	4		2						17
Total Manhours		7.0	57.0	89.0	113.0	125.0	74.0	33.0	16.0	0.0	0.0	0.0	514.0
Salary (\$/hr)		\$325	\$275	\$175	\$175	\$120.00	\$95	\$230.00	\$94				
Position Costs		\$2,275.00	\$15,675.00	\$15,675.00	\$19,775.00	\$15,000.00	\$7,030.00	\$7,590.00	\$1,504.00	\$0.00	\$0.00	\$0.00	\$84,424

Total fees \$432,190

Expenses	Design Phase	Trips	
Pre- Design	2		\$ 3,000.00
Schematic	3		\$ 4,500.00
30% DD	3		\$ 4,500.00
70% DD	4		\$ 6,000.00
100% DD	4		\$ 6,000.00
Total Expense	16		\$ 24,000.00
BHS Total			\$ 456,190.00

DRAFT



**MUSGROVE
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. – Principal

September 13, 2023

BNP Associates Inc.
1999 Broadway Suite 4250
Denver, CO 80202

ATTENTION: Mitch Ellingson

RE: Engineering Fee Proposal
Project – JAC CBIS
Size – 30,000 sq. ft. (remodel space)

Dear Mr. Ellingson,

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Mechanical:

Pre-design Phase:

Fixed Fee (1-site trip included) \$ 3,300.00

Schematic Design Phase:

Fixed Fee (1-site trip included) \$ 7,150.00

30% Design Phase:

Fixed Fee (not site trips included) \$ 6,650.00

70% Design Phase:

Fixed Fee (no site trips included) \$ 10,150.00

100% Design Phase:

Fixed Fee (1-site trip included) \$ 7,850.00

Construction Administration:

Fixed Fee (including 3 site observations) Not Included in this Proposal

Testing and Commissioning assistance:

Fixed Fee (1-site trip included) Not Included in this Proposal

Closeout Phase:

Fixed Fee (not site trips included) Not Included in this Proposal

Site Observations (per site visit above noted # of site visits:

Fixed Fee \$ 1,200.00

Mechanical Commissioning Per 2021 IECC C408:

Not Included in this Proposal

Electrical:

Pre-design Phase:

Fixed Fee (1-site trip included) \$ 3,300.00

Schematic Design Phase:

Fixed Fee (1-site trip included) \$ 6,275.00

30% Design Phase:

Fixed Fee (not site trips included) \$ 5,775.00

BOISE OFFICE:

234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:

645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

70% Design Phase:

Fixed Fee (no site trips included) \$ 8,400.00

100% Design Phase:

Fixed Fee (1-site trip included) \$ 6,975.00

Construction Administration:

Fixed Fee (including 3 site observations) Not Included in this Proposal

Closeout Phase:

Fixed Fee (not site trips included) Not Included in this Proposal

Site Observations (per site visit above noted # of site visits:

Fixed Fee \$ 1,200.00

Electrical Commissioning Per 2021 IECC C408:

Not Included in this Proposal

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

Estimated maximum cost \$ 3,500.00

The above fees are based on the following scope of work:

Mechanical Design & Construction Documents:

- Site visit to verify existing conditions.
- As-built verification for new work required.
- Modify existing Heating, ventilating, and air conditioning systems.
- Modify existing Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water and natural gas.
- Energy calculations and compliance documentation for mechanical systems, per the International Energy Conservation Code.
- Fire sprinkler system performance specifications. Final design and construction documents shall be by Fire Sprinkler Contractor.
- Mechanical specifications, either on the drawings or in a project book.

Electrical Design & Construction Documents:

- Existing electrical system demolition drawings for electrical feeders and branch circuits to baggage conveyors, lighting, convenience outlets, utilization equipment, and mechanical equipment removed as part of this work scope.
- Update electrical panel circuit directories for electrical loads added as part of this work scope.
- Interior LED lighting for CBRA and curbside baggage drop, and controls to meet applicable energy code and PGDS V8.0 requirements.
- Exterior LED lighting for CBRA and curbside baggage drop, and controls to meet applicable energy code requirements, and controls to meet applicable energy code and PGDS V8.0 requirements.
- Emergency and exit lighting for CBRA and curbside baggage drop, and controls to meet applicable energy code and PGDS V8.0 requirements.
- Exterior emergency and exit lighting for CBRA and curbside baggage drop, to meet applicable energy code requirements and PGDS V8.0 requirements.
- Lighting system photometric modeling, for interior / exterior lighting systems and to meet applicable energy code requirements and PGDS V8.0 requirements.



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EXCELLENCE

- Teton County exterior lighting documentation completion for submission by Architect to Teton County.
- Power distribution one-line diagram and updated fault current calculations for electrical loads added as part of this work scope.
- Power system load calculations for electrical loads added as part of this work scope.
- Mechanical systems power distribution system for new mechanical equipment added/removed as part of this work scope.
- Interior power distribution for convenience power and equipment power, as described is PGDS V8.0 section 14.6.7.
- Exterior power distribution for convenience power and equipment.
- Site power distribution, including coordination with the local utility.
- Low-voltage systems (voice, data, security, intercom, CCTV, and Audio/Visual) to include empty raceways and outlet boxes and RJ45 Cat5e/Cat6 copper cabling as described is PGDS V8.0 section 14.6.8. Not included are fiber cabling, terminations, or hardware, such as head-end equipment, telephone switches, telephone handsets, computers, servers, networking devices, monitors, displays, marquees, projectors, and integrated audio/video systems.
- Energy Code Lighting Compliance forms.
- Electrical specifications, either on the drawings or in a project book.

Construction Administration:

- Interpretation and clarification of contract documents.
- Reviewing RFI's and change orders.
- Review of submittals and shop drawings.
- General coordination during construction.
- Site observations & reports.

The following assumptions were made in preparing this proposal:

- CAD Bases will be provided.

If any of the above noted assumptions are not correct, please let us know prior to start of project and we will revise this proposal accordingly.

The following services are not included in the above fees.

- Building energy modeling.
- Opinion of probable construction cost.
- Value engineering revisions after bidding.
- Envelope Com Check.
- Fire protection system design and construction documents.
- Record drawings.
- Utility rebate submittals.
- Renewable energy design.
- LEED Design or LEED energy Modeling
- Interior Emergency Radio Enhancement system performance specifications. Final design and construction documents shall be by the installation contractor.
- Fire Alarm system performance specifications. Final design and construction documents shall be by Fire Alarm Contractor.
- Area of Rescue / Refuge call system performance specifications. Final design and construction documents shall be by the installation contractor.
- Bagging alarm and baggage control system(s).
- Site power distribution, including coordination with the local utility.



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Services provided on an hourly basis shall be at the following hourly rates for 2023. Services provided beyond 2023 shall be at the rates in effect at the time of service.

Principal	\$190.00/hour
Commissioning Agent	\$160.00/hour
Energy Modeling	\$160.00/hour
Senior Project Engineer	\$160.00/hour
Project Manager.....	\$145.00/hour
Project Engineer	\$110.00/hour
Senior Project Designer	\$105.00/hour
Project Designer	\$100.00/hour
CADD Operator.....	\$ 90.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

This proposal is available for consideration for 60 days from the issue date. After that date, an updated proposal will be provided upon request. This proposal is based on the completion of all work in this scope within 12 months. Tasks within the scope that are not completed within this period will require an additional contract for rate adjustment and project remobilization.

The contract can be voided in writing by either party. Compensation will be paid for all work done prior to the date the voided contract is received.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

Musgrove Engineering has the following mutual waivers of consequential damage clause:

1. Dispute Resolution:

- a. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

2. Consequential Damages:

- a. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss



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PROJECT PROPOSAL AND AGREEMENT

Client Name: BNP Associates

Contact: Mitch Ellingson

Office: 720-374-4930

Address: 1999 Broadway, Suite 4250
Denver, CO 80202

Mobile: 307-699-1649

E-mail: mellingson@bnpassociates.com

Project Name: JAC Airport Checked Baggage Inspection System

Location: Jackson, WY

Description: Review the existing structure for the new baggage systems (based upon preliminary information emailed to us on 08/08/2023, 08/14/2023, and 08/16/2023).

Schedule: TBD

Scope of Work:

- Assessment of as-built drawings and evaluate the existing floor structure to support the new baggage equipment.
- Review and assess the existing structure to support new hanging equipment.
- Assessment of existing structural walls for new wall penetrations.
- Items such as stairs, handrails, signage, mechanical equipment anchorage, architectural features, etc. are not included unless specifically included in the scope of work.
- Provide (2) investigative site visits during design.
- Generate final construction documents (CD) and calculations for submittal to the building department.
- Construction documents will be generated using Revit. It is our understanding that the Revit BIM models will be detailed to a level showing only primary structural members.
- Construction administration (CA) is not included in the fee noted below.

Design Fee: \$ 8,000

This can be broken out as follows:

Pre-Design: \$1,200.00

Schematic Design: \$2,800.00

30% Design: \$3,000.00

70% Design: \$500.00

100% Design: \$400.00

Bidding Services: \$100.00

Signature

Title

Date

If the fee, scope, and terms and conditions are acceptable, please sign and initial the last page and send it back to FSE for work to commence. The fee and scope of this proposal are valid for 30 days. The terms and conditions that apply to this proposal are attached.

Architectural Scope of Work

A lump sum fee of \$68,000.00 is proposed to accomplish the general Scope of Work below. The fees associated with each phase is listed below the descriptions.

- Pre-design
 - Existing conditions documentation
 - Programming and sizing of equipment/rooms at sketch level. Develop pros/cons of alternatives to assist in selecting the preferred concept.
 - Simple floor plan sketches showing interior revisions to walls etc. Reserve time for internal coordination meetings as well as a presentation to the Airport.
 - Fee: \$10,880
- Schematic Design
 - Selection of preferred alternative and brief narrative supporting decisions made. High level ROM construction costs.
 - Handful of internal coordination meetings and meeting/presentation to Airport with updates on design. Assume development of some slides/content for presenting curbside options.
 - High level phasing plans
 - Fee: \$10,880
- 30% Design
 - Conversion of initial concept sketches into base set of floor plan drawings.
 - Refinement of ROM construction Costs.
 - Phasing plan refinement
 - Noise reduction design
 - Lighting design
 - Flooring Material
 - Table of contents for specification
 - Fee: \$15,640
- 70% Design
 - Drawing package and specification development to capture design changes and add detail. Phasing plan refinement. Update to construction costs.
 - Fee: \$17,000
- 100% Design
 - Final drawings and specifications, final phasing plans
 - Fee: \$12,920
- Bidding Support
 - Fee: \$680

FEBRUARY 2024	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT LANDINGS			
	THIS MONTH 2024	THIS MONTH 2023	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2024	THIS MONTH 2023	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2024	THIS MONTH 2023	CURRENT YTD	PREVIOUS YTD
ALASKA	2,895	2,812	5,507	5,315	2,817	3,139	4,907	5,323	54	42	107	85
AMERICAN	9,548	10,005	18,851	19,050	9,394	9,284	16,585	16,319	109	115	223	229
DELTA	12,227	11,305	25,260	24,573	13,107	11,386	24,991	22,817	120	103	249	219
SUN COUNTRY	0	0	0	0	0	0	0	0	0	0	0	0
UNITED	22,357	21,613	44,490	43,340	23,515	22,581	43,553	42,853	234	246	485	477
TOTALS	47,027	45,735	94,015	92,278	48,833	46,390	90,036	87,312	517	506	1,064	1,010
PERCENT CHANGE	2.82%		1.88%		5.27%		3.12%		2.17%		5.35%	

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ENPLANEMENT/DEPLANEMENT SUMMARY

	2020		2021		2022		2023		2024	
	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP
JAN	40,677	35,103	32,987	28,764	44,543	40,365	46,543	40,922	46,988	41,203
FEB	42,748	44,269	33,692	34,778	45,055	45,793	45,735	46,390	47,027	48,833
MAR	26,200	20,319	42,218	37,708	53,990	47,033	50,621	45,361	0	0
APR	481	516	18,834	17,318	8,492	7,915	20,551	19,320	0	0
MAY	2,409	3,004	28,107	28,844	0	0	22,559	26,039	0	0
JUN	9,601	12,061	63,491	67,750	2,788	6,027	54,283	59,855	0	0
JUL	31,419	34,651	77,421	76,225	59,565	63,560	64,100	64,861	0	0
AUG	40,963	36,783	74,093	67,990	63,140	60,029	65,164	63,209	0	0
SEP	32,648	31,967	55,861	53,918	52,676	50,536	51,936	49,081	0	0
OCT	23,462	19,459	31,381	25,214	27,010	22,539	29,818	28,739	0	0
NOV	11,264	10,967	18,096	18,083	16,986	16,880	17,675	17,335	0	0
DEC	22,561	29,805	32,657	43,017	31,448	41,587	31,757	41,158	0	0
TOTAL	284,433	278,904	508,838	499,609	405,693	402,264	500,742	502,270	94,015	90,036

2024 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1066	1743	14	2,823
FEB	1034	1659	8	2,701
MAR				-
APR				-
MAY				-
JUNE				-
JULY				-
AUG				-
SEPT				-
OCT				-
NOV				-
DEC				-
TOTALS	2100	3402	22	5524

*These numbers do not include aircraft prior to 0700 or after 2100.

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JH Airport 2023 vs 2024 GA and Commercial Activity*

GA	2023	2024	%Change Month 2023	2023 YTD % Change	Commercial	2023	2024	%Change Month 2023	2023 YTD % Change	Overall	2023	2024	%Change Month 2023	2023 YTD % Change
JAN	1,813	1,757	-3.09%	-3.09%	JAN	957	1,066	11.4%	11.4%	JAN	2,770	2,823	1.91%	1.91%
FEB	1,780	1,667	-6.35%	-4.70%	FEB	971	1,034	6.49%	8.92%	FEB	2,751	2,701	-1.82%	0.05%
MAR	1,569				MAR	1,134				MAR	2,703			
APR	881				APR	441				APR	1,322			
MAY	1,238				MAY	444				MAY	1,682			
JUNE	2,091				JUNE	1,031				JUNE	3,122			
JULY	2,871				JULY	1,157				JULY	4,028			
AUG	2,879				AUG	1,133				AUG	4,012			
SEPT	2,347				SEPT	897				SEPT	3,244			
OCT	1,494				OCT	546				OCT	2,040			
NOV	989				NOV	385				NOV	1,374			
DEC	1,672				DEC	808				DEC	2,480			
TOTALS	21,624	3,424			TOTALS	9,904	2,100			TOTALS	31,528	5,524		

*These numbers do not include aircraft prior to 0700 or after 2100.

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