
I. Call to Order

II. Certificate of Organization & Election of Officers

Jim
Elwood

III. Employee of the Month

IV. Community Outreach

V. Comments from Grand Teton National Park, Town of Jackson, Teton County, and Public

VI. 2025 Year End Fly Quiet Presentation

VII. Action Items

VII.A. Consent Agenda

[VII.A.1. Approval of the Minutes - December 17, 2025 Board Meeting](#)

[VII.A.2. Resolution 2026-01: AIP 89](#)

[VII.A.3. Resolution 2026-02: Official Depositories](#)

[VII.A.4. BNP Associates, Inc. 3rd Amendment - Term Extension](#)

[VII.A.5. Updated Resolution 2025-03: Establishment of Fees and Charges for FY 25-26](#)

[VII.A.6. Notice to Proceed - Woolpert 18th Amendment for Electric Vehicle Charging
Stations for Design Completion, Bidding, and Construction Administration/Mangement](#)

VII.B. Financial Reports

[VII.C. Woolpert 24th Amendment - Taxiway A Design](#)

VIII. Director's Comments

[VIII.A. Activity Reports](#)

[VIII.B. Operations/Security/FBO Updates](#)

IX. Board Comments

X. Adjourn

MINUTES OF THE JACKSON HOLE AIRPORT BOARD MEETING

DATE: December 17, 2025

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

OTHER PRESENT: Jim Elwood, Michelle Anderson, Dustin Havel, Anna Valsing, Jermey Barnum, Tony Cross, Jamie Miles, Aimee Crook, Jordyn McDougall, Jac Stelly, Taylor Gemmel, Esther Borja, Bryce Beatty, Apinya Wright, Mike Geiling, Kody Jeppson, Thomas Whitaker, Jake Sperl, and Gina Van Slyke, Jackson Hole Airport; Arne Jorgenson and Alyson Spery, Town of Jackson; Gavin Fine and Justin Henry, Fine Dining Restaurant Group; Jeff Switzer, Tailwind Hospitality Inc.; Mike Gierau, Mike Gierau, Paty Gierau, Johnny Gierau, Tyler Tannen White, Melek Ceyhan, Jeanette Tindell, Rhea Brough, Jedediah Corporation; Lealan Miller, Eide Bailly; Christina MacIntosh; Jackson Hole News and Guide; and Dan Reimer, Airport Attorney. Other individuals not individually documented were present in person or watched the meeting through the Webex Platform.

I. CALL TO ORDER: President Wallace called the Board Meeting to order at 9:00 AM.

II. COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON

COUNTY, AND THE PUBLIC: Wallace advised that public comment would be accepted on all topics except Action Items B and E, which would be taken up later in the Board meeting.

Maria King, a representative of Grand Teton National Park (the Park), reported that the Park experienced a brief pause during the government shutdown; however, Park employees are now back to work and planning for summer 2026. She stated that a stakeholder meeting will be held in February 2026 to discuss Park's construction schedule and any operational changes for 2026.

Mayor Arne Jorgenson of the Town of Jackson advised that interviews continue due to an open position on the Airport Board. He further commented on the Airport concession agreement and on local involvement in the award process.

III. ACTION ITEMS:

A. CONSENT AGENDA:

1. **Approval of the Minutes:**
 - a. **October 14, 2025, Special Board Meeting**
 - b. **November 18, 2025, Special Board Meeting**
2. **Mead and Hunt 13th Amendment – Agreement Extension and 2026 On-Call Services**
3. **GSA Lease Amendment LWY00512 LA5**

Turley moved to approve the consent agenda items A1 through A3. Brown seconded the motion, which passed unanimously.

B. TAILWIND IN PARTNERSHIP WITH FINE DINING RESTAURANT GROUP –

CONCESSION AGREEMENT: Dan Reimer, Airport Attorney, explained that Airport procurement procedures are governed by USDOT rules that prohibit long-term exclusive concessions and prohibit local geographic preference. He stated that the Airport is required to use a competitive procurement process for federally and state-funded projects and that these requirements are incorporated into the Airport's Procurement Policy. He provided background on the existing concession agreement, noting that the agreement included an initial three-year term with two one-year extensions and was amended in 2020 to abate MAG during COVID and again in 2021 to account for runway and terminal projects. He said the amended extension ends in March 2026 and that the Board previously directed a competitive procurement be conducted at the end of the contract term.

Valsing explained that the Airport Board, Organizational Documents, and Procurement Committee contributed input on the vision, goals, and evaluation criteria for the Request for Proposals (RFP). She mentioned that the Board reviewed the RFP before its release and that Reimer conducted a legal review of the documents. She also noted that the Paslay Group, Airport Strategy Consultants, helped develop the RFP using industry expertise and reviewed the procurement timeline, which includes the RFP publication on September 10, 2025, a non-mandatory pre-proposal meeting on October 1, 2025, a proposal deadline of November 5, 2025, interviews on November 18, 2025, and Board review scheduled for December 17, 2025.

Valsing reported that six proposals were received in response to the RFP, including submissions from Gather Restaurant Group, LLC; Host Hudson, LLC; Jedediah Corporation; SharBert Enterprises Inc.; Tailwind Hospitality Inc. in partnership with Fine Dining Restaurant Group; and The Landing. She explained that proposals were evaluated using weighted criteria, including Management and Operations Plan, Experience and Qualifications, Concessions Concept Plan, and Financial Offer. She stated that following independent reviews, interviews with four of the proposers, and final scoring by the five-member Evaluation Committee, aggregate scores ranked the interviewed proposers as follows: Tailwind Hospitality Inc., in partnership with Fine Dining Restaurant Group, scored 448.0 points; Jedediah Corporation scored 379.0 points; Host Hudson, LLC scored 372.0 points; and SharBert Enterprises Inc. scored 367.5 points.

Valsing noted that all five Evaluation Committee members independently identified Tailwind Hospitality Inc. in partnership with Fine Dining Restaurant Group as the top-ranked proposer.

Reimer responded to Board questions regarding liability, business dissolution, and substitute concession arrangements. He emphasized the importance of following the established procurement process. He stated that federal regulations prohibit geographic preference in decision-making while allowing proposals to include local flavor and partnerships.

Gavin Fine, a representative with Fine Dining Restaurant Group (FDRG), addressed the Board regarding the concession proposal, highlighting his team's experience and commitment to local partnerships. He also spoke to the importance of community involvement and collaboration in delivering a high-quality Airport concession operation.

Concession Agreement - Public Comment: Public commenters who spoke in support of Jedediah Corporation emphasized the importance of their long-standing tenure as the Airport's concessionaire, highlighting their operational history, institutional knowledge, and commitment to serving the Airport and community. They expressed pride in their past performance and the relationships they had built over time at the Airport.

Public commenters who spoke in support of Tailwind Hospitality Inc. in partnership with Fine Dining Restaurant Group, cited the group's experience, professionalism, and potential to enhance the Airport's food and beverage offerings.

Turley moved to award the food and beverage and retail concession opportunity to Tailwind Hospitality Inc., in partnership with Fine Dining Restaurant Group, and to authorize the President to execute the concession agreement in substantially the form presented. Wallace requested a roll call vote. Wallace, Turley, Liebzeit, and Brown voted in favor; McLaurin opposed. The motion passed, 4–1.

C. FINANCIAL REPORTS: Anderson presented the financial reports for October and November 2025 for the Board's acceptance. She reported that both income and expenses remained above budget, largely driven by increased fuel activity. Anderson stated that net revenues were also above projections, and capital projects continued to remain on track.

Liebzeit moved acceptance of the financial reports for October 2025 and November 2025. McLaurin seconded the motion which passed unanimously.

D. FYE JUNE 30, 2025, AUDIT: Anderson stated that the Airport annually engages an independent third-party auditor to review the Airport's financial status, including accounting operations, grants, and Passenger Facility Charges (PFCs). She introduced Lealan Miller of Eide Bailly, the Airport's auditing firm, who presented the audit to the Board.

Miller reported that the Airport ended the fiscal year in a strong financial position, with net position increasing by \$39.5 million, a 19.4% increase over FY 2024. He noted that operating revenue increased from \$59.5 million to \$65.4 million, representing a 9.44% increase. Miller further advised that Eide Bailly issued an unmodified opinion with no findings.

Anderson stated that the Airport plans to submit its application to the Government Finance Officers Association (GFOA) for the Excellence in Financial Reporting Award and noted that the Airport has received this award for the past five consecutive years.

Brown moved acceptance of the audit for the fiscal year-end June 30, 2025. McLaurin seconded the motion which passed unanimously.

E. REAL ESTATE PURCHASE AGREEMENT: Elwood presented for Board consideration is a real estate purchase agreement for a residential property located on Spring Gulch Road, Jackson, WY, 83001, adjacent to the Airport. He stated that the total purchase price is \$3,000,000, with a \$50,000 credit at closing for repairs to minor items identified during the home inspection. Elwood advised that the Board's motion will authorize the Executive Director to sign the final documents at closing on December 19th, 2025.

Real Estate Purchase Agreement – Public Comment: Residents expressed concerns regarding the Airport's purchase of residential property adjacent to the Airport, including concerns about large numbers of tenants, parking, future uses of the property and neighborhood impacts.

Elwood clarified that the property will be acquired as-is for employee housing, with no plans for redevelopment or increased density. He highlighted the Airport's commitment to being a good neighbor and maintaining open communication with nearby homeowners. Board members agreed that, under current plans, the property will remain a single-family residence and emphasized the importance of workforce housing to attract and keep qualified employees.

Brown moved to approve the voluntary acquisition of property located at 8225 Spring Gulch Road for the not-to-exceed amount of \$2,950,000 and authorize the Executive Director to execute the purchase and sale agreement and associated documents at closing. Turley seconded the motion which passed unanimously.

F. BNP ASSOCIATES 2ND AMENDMENT – ADDITIONAL DESIGN SERVICES FOR CHECKED BAGGAGE INSPECTION SYSTEM BUILDING: Crook presented to the Board a 2nd amendment to the BNP Associates On-Call Agreement for consideration. She explained that BNP Associates has been retained to provide services related to replacing the Checked Baggage Inspection System (CBIS). Crook noted that this 2nd amendment covers additional design work for a remodeled baggage makeup area to accommodate the proposed CBIS. She said that this specific design work is a non-allocable cost under the TSA Other Transactional Authority and will be funded with Airport funds. She stated that the cost of this 2nd amendment will not exceed \$413,230, and an independent fee analysis (IFE) is being performed to validate the pricing.

Liebzeit moved approval of the 2nd Amendment with BNP Associates for the additional design services for the Checked Baggage Inspection System Building, in the form presented, and in an amount not to exceed amount of \$413,230, pending validation of fees through an Independent Fee Estimate. Turley seconded the motion which passed unanimously.

IV. EMPLOYEE OF THE MONTH: Valsing recognized McDougall as the November Employee of the Month, and Anderson recognized the staff who assisted with a 6th-grade tour as the December Employees of the Month.

V. COMMUNITY OUTREACH: Barnum provided an overview of recent accomplishments and ongoing efforts that reflect the Airport's focus on guest experience, safety, environmental stewardship, and community connection. He stated that the highlights included national recognition as a top-ranked airport, perfect FAA and TSA inspections, progress on safety-related infrastructure projects, and continued work on environmental initiatives and workforce development. Barnum also emphasized the Airport's service-oriented culture, strong partnerships with community and industry stakeholders, and a continued commitment to being a good neighbor.

VI. DIRECTOR'S COMMENTS: Elwood presented the activity reports. He said that general aviation (GA) operations were up 4.20% and commercial operations were up 17.5% compared to this same period in 2024. He stated that the October load factor was 90.10%, up from 83.59% in 2024. Elwood noted that the year-to-date load factor was 79.07%

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

Barnum provided an update on the third year of the START pilot program, conducted in partnership with START and the Jackson Hole Travel and Tourism Board, which is intended to reduce parking demand and encourage alternative transportation to and from the Airport. He noted that while ridership has not yet met target benchmarks, the pilot continues to generate useful data, and adjustments are being made to routes, schedules, and outreach to better align with flight demand and improve convenience. Havel discussed operational and parking-related strategies, including enhanced marketing efforts, fare-free promotional days during peak parking periods, and coordination with the Town regarding potential use of the parking garage to help reduce parking congestion. Barnum and Havel emphasized that the third pilot season is focused on learning and evaluation, with additional data and survey results to be shared with the Board to inform future decisions.

VII. BOARD COMMENTS: The Board advised that the next meeting is on February 4, 2026

VIII. EXECUTIVE SESSION: Liebzeit moved the Board to go into Executive Session for the purpose of considering or receiving any information related to the employment of executive personnel and the tender of offers concerning wages, salaries, benefits and terms of employment; on matters concerning litigation to which the Airport Board is a party or proposed litigation to which the Airport Board may be party; and any other information classified as confidential by law, as authorized by Wyoming Statute §16-4-405 (a)(ii), (a)(iii), (a)(ix) and (a)(x). Turley seconded the motion which passed unanimously. Upon return to the meeting, Turley stated that no decisions were made in the Executive Session.

IX. ADJOURN: Turley motioned to adjourn the meeting at 12:27 PM. McLaurin seconded the motion which passed unanimously.

Rob Wallace, President

Ed Liebzeit, Secretary

DRAFT



JACKSON HOLE AIRPORT

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

James P. Elwood, AAE, Executive Director

RESOLUTION NO. 2026-01
OF THE
JACKSON HOLE AIRPORT BOARD
ACCEPTING GRANT AGREEMENT
WITH THE FEDERAL AVIATION ADMINISTRATION
AIP Grant No. 3-56-0014-89-2026
February 4, 2026

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

WHEREAS, the Federal Aviation Administration ("FAA") tendered a Grant Agreement, in the form annexed hereto as **Exhibit A**, which tenders a grant offer to the Board for the purpose of "Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage)" and will be in an amount of Three Million Six Hundred and Seventy-Eight Thousand Two Hundred and Thirty-Five Dollars (\$3,678,235);

WHEREAS, the Board desires to accept, agree to the conditions of, and authorize the Board President and Board Secretary to execute the Grant Agreement in the same form as that annexed hereto as **Exhibit A**, in an amount of Three Million Six Hundred and Seventy-Eight Thousand Two Hundred and Thirty-Five Dollars (\$3,678,235);

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

1. The Board hereby accepts and agrees to the conditions of FAA AIP Grant Number 3-56-0014-89-2026 in an amount of Three Million Six Hundred and Seventy-Eight Thousand Two Hundred and Thirty-Five Dollars (\$3,678,235); annexed hereto as **Exhibit A**, for the project of "Construct Deicing Pad and Containment Facility (Phase 5 – Paving and Install Drainage)" as more fully described in the Project Application.
2. The Board authorizes the Board President and Board Secretary to execute and attest the final Grant Agreement on behalf of the Board.

Adopted by the Board in open and public meeting this 4th day of February 2026.

JACKSON HOLE AIRPORT BOARD

By: _____
Melissa Turley, President

ATTEST

By: _____

John P. Carey III, Secretary



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

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

{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Melissa Turley, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Arne Jorgensen, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

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

Dear Ms. Turley, Mayor Jorgensen, and Commissioner Newcomb:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-56-0014-089-2026 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

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

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **February 27, 2026**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](https://www.faa.gov/forms/index.cfm/go/document.information/documentID/1027511) <https://www.faa.gov/forms/index.cfm/go/document.information/documentID/1027511> within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186168) <https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186168>, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

{ {Sig_es_ :signer1: signature} }

Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **{{DateTime_es_:_signer1:calc(now()):format(date, " mmmm d, yyyy")}}**

Airport/Planning Area **Jackson Hole Airport**

Airport Grant Number **3-56-0014-089-2026** [Contract No. DOT-FA26NM-1001]

Unique Entity Identifier **KELEZHCKXHL6**

TO: **Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated December 11, 2025, for a grant of federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

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

Construct Deicing Pad and Containment Facility (Phase 5 - Paving and Install Drainage)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L.

117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,678,235.

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

\$0 for planning

\$3,678,235 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

- a. Period of Performance:

i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

ii. End Date: Four (4) years to the calendar day from the date of acceptance.

iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this Grant Agreement.

- b. Budget Period:

i. For a single year Grant Offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year Grant Offer, per the authority provided in 49 U.S.C. § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year Grant Offer (See Multi-Year Grant Special Condition, if applicable).

- c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 U.S.C. § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as requested by the agreement;
- 1. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- 2. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- 3. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- 4. The recipient requests that the FAA terminate the agreement under this section; or
- 5. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. Completing the Project Without Delay and in Conformance with Requirements. The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 U.S.C. Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before February 27, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. Improper Use of Federal Funds and Mandatory Disclosure.

- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
- b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

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

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

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

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

- i. 15 percent; or
- ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47109, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

a. PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph(ii)(a) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this award:
 - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

- e. *Definitions. For purposes of this grant award, term:*

- i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. Co-Sponsor. The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

28. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - (1) Additional conditions on the award;
 - (2) Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or

- (3) Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

32. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

34. Airport Layout Plan (ALP). The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).

35. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,

- iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
- 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
- 4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. Project Containing Paving Work in Excess of \$500,000. The sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

37. Mothers' Rooms. As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

 {{Sig_es_:_signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

 {{N_es_:_signer1:fullname}}

(Typed Name)

 {{N_es_:_signer1:title}}

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated **{{DateTime_es_:_signer2:calc(now()):format(date, " mmmm d, yyyy")}}**

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

{{Sig_es_:_signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:_signer2:fullname}}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:_signer2:title}}**

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{Name :signer3: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at {{DateTime :signer3:calc(now()):format(date, " mmmm d, yyyy")}}

By: {{Sig :signer3:signature:dimension{height=12mm, width=70mm}}}

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

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

Dated {{DateTime_es_:_signer4:calc(now()):format(date, " mmmm d, yyyy")}}

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

{{Sig_es_:_signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:_signer4:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:_signer4:title}}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:_signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attestation)

By: {{N_es_:_signer5:fullname}}

(Typed Name of Sponsor's Attestation)

Title: {{*Ttl_es_:_signer5:title}}

(Title of Sponsor's Attestation)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_signer6: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at {{DateTime_es_signer6:calc(now()):format(date, " mmmm d, yyyy")}}

By: {{Sig_es_signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

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

Dated {{DateTime_es_:_signer7:calc(now()):format(date, " mmmm d, yyyy")}}

COUNTY OF TETON, WYOMING

(Name of Sponsor)

{{Sig_es_:_signer7:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:_signer7:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:_signer7:title }}

(Title of Sponsor's Authorized Official)

Attested By:

{{Sig_es_:_signer8:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attestation)

{{N_es_:_signer8:fullname }}

(Typed Name of Sponsor's Attestation)

{{*Ttl_es_:_signer8:title }}

(Title of Sponsor's Attestation)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_signer9: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at {{DateTime_es_signer9:calc(now()):format(date, " mmmm d, yyyy")}}

By: {{Sig_es_signer9:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

"The (Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of December 11, 2025.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

RESOLUTION NO. 2026-02
OF THE
JACKSON HOLE AIRPORT BOARD
DESIGNATION OF OFFICIAL DEPOSITORYIES
February 4, 2026

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

WHEREAS, pursuant to Wyoming Statute 9-4-818 no monies shall be deposited by any treasurer except in banks and savings and loan associations which have been approved by the proper governing body; and

WHEREAS, applications by banks and savings and loan associations shall be submitted to the governing body and shall be acted upon as soon thereafter as practicable;

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

1. The Board hereby designates the following banks and savings and loan associations as official depositories for the 2026 calendar year:

- a. Wells Fargo
- b. Bank of Montreal (Formerly Bank of the West)
- c. First Interstate Bank

Adopted by the Board in open and public meeting this 4th day of February 2026.

JACKSON HOLE AIRPORT BOARD

By: _____
Melissa Turley, President

ATTEST

By: _____
John P. Carey III, Secretary

JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES
WITH BNP ASSOSCIATES, INC.

Term Extension for Professional Design and Engineering Services Agreement

This Amendment No. 2 (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 December 17, 2025.

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 to be provided to the Board with respect to the Jackson Hole Airport (the "Airport");

WHEREAS, Board and Consultant entered into a First Amendment to the Agreement, dated March 19, 2024, for the Checked Baggage Inspection System (CBIS) – Funding Application, Design, Engineering, and Construction-related Services and a Second Amendment to the Agreement, dated December 17, 2025 for Design Services for Checked Baggage Inspection System (CBIS) Building.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 3 to the Agreement to extend the term for a period of two years to align with ongoing design work associated with the Checked Baggage Inspection System.

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

1. Section 9.1 of the Agreement is repealed and replaced in its entirety as follows:

9.1. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years until February 14, 2028, or sooner terminated in accordance with this section.

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

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

JACKSON HOLE AIRPORT BOARD

By:

Melissa Turley, President

ATTEST:

By: _____
John P. Carey III, Secretary

BNP ASSOSCIATES INC.

By:

Print:

Title:

DRAFT

**RESOLUTION NO. 2025-03
OF THE
JACKSON HOLE AIRPORT BOARD**

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

Adopted June 18, 2025

Effective July 1, 2025

Revised February 4, 2026

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

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

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

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

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

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

WHEREAS, by this Resolution, the Board desires to amend and restate the fees and charges which it has previously adopted, for the period beginning on July 1, 2025, and continuing until amended by the Board.

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

1. General requirements applicable to all fees and charges are hereby adopted and set forth on the annexed Schedule 1.
2. Fees and charges specifically applicable to aeronautical users, including air carriers, and other aircraft operators, are hereby adopted and set forth in the annexed Schedule 2.
3. Fees and charges applicable to commercial ground transportation providers, rental cars and parking are hereby adopted and set forth in the annexed Schedule 3.
4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth in the annexed Schedule 4.
5. Miscellaneous fees and charges are hereby adopted and set forth in the annexed Schedule 5.
6. Definitions applicable to fees and charges set forth in Sections 1-5 above are hereby adopted and set forth on the annexed Definitions.

Upon motion duly made and seconded, this revised Resolution is hereby approved and adopted in open meeting by the Jackson Hole Airport Board this 18th 4th day of June 2025 February 2026.

JACKSON HOLE AIRPORT BOARD

By: _____
Rob Wallace, President Melissa Turley, President

ATTEST:

By: _____
Ed Liebzeit John P. Carey III, Secretary

SCHEDULE 1: GENERAL REQUIREMENTS
(Rev: 7/1/25)

1. GENERAL REQUIREMENTS

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

1.1 Effective Date and Amendment. This Resolution shall be effective July 1, 2025, and shall supersede all previous schedules of fees and charges promulgated by the Board and shall remain in effect until modified by the Board. The Board may amend this Resolution, including altering the fee structure or approving additional fees, by formal action at a duly noticed public meeting.

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

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

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

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

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

SCHEDULE 2: FEES AND CHARGES TO AIRCRAFT OPERATORS
(Rev. Effective 7/1/25)

2.1 FEES AND CHARGES FOR AIRCRAFT OPERATORS

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

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

Class of Aircraft	Fee Per Landing
Signatory Air Carrier Aircraft	\$8.18/1,000 lbs.
Non-Signatory Air Carrier Aircraft	\$10.63/1000 lbs.
General Aviation	\$9.69/1,000 lbs.
Military Aircraft	\$9.69/1,000 lbs.

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

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

2.1.4 Deicing Fluid Facility Fee. Customers shall pay the Board, as a deicing fluid facility fee, Three Dollars and Zero Cents (\$3.00) per gallon of deicing fluid dispensed from the Board's deicing fluid tank or otherwise brought onto the Airport.

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

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

2.2 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

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

2.2.2 Terminal Building Preferential Use Space Rentals. Signatory Air Carriers leasing Airline Ticket Offices/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$67.47 per square foot per year. Air Carriers leasing Basement Storage/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$35.41 per square foot per year. Non-Signatory Airlines shall pay to Board rentals for Airline's Preferential Use Space at the rate and in the amount that is 130% of the rate charged Signatory Air Carriers.

2.2.3 Terminal Building Joint Use Space Rentals. Signatory Air Carriers that utilize the Security Holdroom, Baggage Claim Area, Baggage Storage Room and Baggage Service Office of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$69.15 per square foot per year. Signatory Air Carriers that utilize the Baggage Handling (Makeup) Area and Checked Baggage Screening Area of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$50.60 per square foot per year. Air Carriers that utilize the Ticket Counter/Queuing Area of the Terminal Building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for the use of such areas shall be \$68.01 per square foot per year. Non-Signatory Air Carriers shall pay to the Board a proportionate share of rentals for use of the Joint Use at a rate and in the amount that is 130% of the rate then paid by Signatory Airlines, no later than fifteen (15) days following receipt by Airline of billing therefor.

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

2.3 FUEL DELIVERED FEE

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

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

2.4 CUSTOMER AND FUEL FACILITY FEES.

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

2.4.2 A Fuel Facility Fee (“FFF”) of twenty cents (\$0.25) per gallon shall apply to all fuel removed from the Board’s fuel storage facility. The FFF shall appear as a separate line item in each invoice for fuel delivered to Signatory and Non-Signatory Air Carriers but will not be directly billed to other Customers.

SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING (Rev: 7/1/25)

3.1 FEES APPLICABLE TO GROUND TRANSPORTATION OPERATORS

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

3.1.1 Base Fee. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall pay either an annual or semi-annual fee of One-Thousand and Eight-Hundred Dollars (\$1,800) or Nine-Hundred Dollars (\$900) .

3.1.2 Vehicle Fees. All Taxi and Executive Vehicle Operators shall pay either an annual or semi-annual fee of Six Hundred Dollars (\$600) or Three Hundred Dollars (\$300) for each vehicle registered with the Town of Jackson under Operator’s Business license, provided, that the vehicle fee will be capped at Two Hundred Fifty Dollars (\$250.00) per month per Operator regardless of the number of vehicles operated.

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

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

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

Company's Digital Network.

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

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

3.1.8 Ground Transportation Violation Fees. Ground Transportation Operators who violate any terms of the Ground Transportation Agreement shall pay contract damages in an amount not to exceed one hundred dollars (\$100.00) per occurrence.

3.2 AIRPORT PARKING RATES

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

JAC Parking Program*

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

Short Term Parking – \$100 daily maximum

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

Overnight (Main and Overflow Lots)

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

Peak Period Overnight Rate (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$20
- 5-24 hr - \$35
- Peak Periods for 2025/2026 are:
 - August 22 – 24
 - August 29 – 31
 - November 22 – 30
 - December 20 – January 4
 - January 15-17

- January 22-24
- January 29-31
- February 5-7
- February 13-15
- February 19-21
- February 26-28
- March 5-7
- March 12-14
- March 19-21
- March 26-28
- April 2-4
- April 9-11

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

Fixed Base Operator (FBO) Lot:

- Daily Parking - Free
- Regular Overnight Rate (Charged at 12:01 am) - \$25
- Peak Period Overnight Rate (Charged at 12:01 am) - \$35

Employee Parking – ½ off daily rate for airport badge holders after 24 hours.

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

3.3 CUSTOMER FACILITY CHARGE

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

3.4 RENTAL CAR OFFICE/COUNTER RATES

Each on-Airport tenant rental car operator servicing the commercial terminal shall pay for its Terminal office and counter space at the same rates as Signatory Air Carriers pay for space on the main floor of the Terminal Building on a preferential basis, as set forth in Section 2.2.2 above, that being a rental of \$67.47 per square foot per year.

SECTION 4: FEES AND CHARGES REGARDING SECURITY (Rev: 7/1/25)

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

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

Initial SIDA/Sterile/AOA Badge.....	\$40.00
Initial Background Investigation Fee.....	\$40.00
Renewal Badge.....	\$40.00
Background Investigation Renewal.....	\$40.00
 1 st Replacement (\$100 refunded if lost badge returned).....	\$150.00
2 nd Replacement (\$150 refunded if lost badge returned).....	\$200.00
3 rd Replacement (\$200 refunded if lost badge returned)	\$250.00
No card issued after 3 rd replacement	
Charge to Employer for ID Not Returned.....	\$150.00
Replacement of Damaged Badge.....	\$35.00

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

4.2 GATE AND AOA VIOLATIONS

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

4.3 KEYS

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

SECTION 5: MISCELLANEOUS FEES AND CHARGES

(Rev: 7/1/25)
(UPDATED 2/4/26)

5.1 PUBLIC RECORDS REQUESTS, PHOTOCOPIES, LABOR AND AND MISCELLANEOUS ITEMS

Per page- black and white.....	\$0.25
Per page- color	\$1.00
Miscellaneous Items (e.g. copies of digital recordings).....	At Cost
Hourly personnel rate for assembly of public records requests.....	\$105.00 per hour
Hourly personnel rate for airline baggage support.....	\$105.00 per hour
Cleaning rate for QTA and Leased Spaces.....	\$105.00 per hour
General Support rate for Operations/Maintenance/Security Personnel.....	\$125.00 per hour
IT/Electrical/Low Voltage Support.....	\$130.00 per hour
Mechanical Support.....	\$150.00 per hour
Materials.....	At Cost plus 10%
Project Oversight of Contractor or Subcontractor.....	10% of Project Cost
Brochure Racks in Terminal Building.	\$240/yr (4"x9") and \$480/yr. (magazine)

5.2 BOARD ROOM RENTAL FEES

Hourly Rental Rate (Government Partner/Airport Stakeholder)	<u>Waived</u>
Hourly Rental Rate (Non-Profit)	\$35.00/Hour
Hourly Rental Rate (Business/Other)	\$100.00/Hour
Audio Visual Equipment Setup and Support	\$200.00
Custom Layout Setup	\$150.00
After Hours Surcharge (Government Partner/Airport Stakeholder)	\$25.00/Hour
After Hours Surcharge (Non-Profit)	\$35.00/Hour
After Hours Surcharge (Business/Other)	\$100.00/Hour
Cleaning Fees	\$250.00
Food Pick Up Fee	\$100.00
Airport Staff Event Support >1 Hour	\$125.00/Hour

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SECTION 6: DEFINITIONS

(Rev: 7/1/25)

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

6.1 “Aircraft” means a device that is used or intended to be used for flight in the air.

6.2 “Air Carrier” means any Operator, whether Signatory or Non-Signatory, which provides service under FAR Part 121 or Part 135 as a commercial air carrier on either a scheduled or charter basis.

6.3 “Aircraft Operator” means any Person conducting Aircraft operations at the Airport, whether as flight instructor, pilot-in-command, owner, or lessee of the Aircraft involved.

6.4 “Airport” means the Jackson Hole Airport and all property owned by the Board, located in Teton County, Wyoming, including, but not limited to, all runways, taxiways, ramps, and improvements thereon, regardless of whether said facilities and improvements are owned or operated by the Board or a tenant of the Airport.

6.5 “Business” means any advertising, offering, production or delivery, in whole or in part, of services or goods to or for another in exchange for direct or indirect payment, or other thing of value. A Business shall be deemed to be conducted at or upon the Airport, if (a) it owns or leases one or more aircraft at the Airport which are used for the provision of commercial activities originating or terminating at the Airport; (b) it maintains a base of operations for any commercial activity at the Airport which offers services to the public, whether operated by itself, its agents or contractors; or (c) it operates on, from or through the Airport, and advertises in any way the availability of services or goods at the Airport.

6.6 “Courtesy Vehicles” means any motor vehicle, regardless of seating capacity, used regularly to transport persons and baggage to or from the Airport and any hotel, motel, lodge or other similar tourist accommodation or facility, for which no charge is paid directly by the passenger or passenger group.

6.7 “Executive Vehicle” means a motor vehicle, regardless of seating capacity, meeting each of the following standards: (a.) operating with advance reservations; (b) operating for a single client or client group; (c) utilizing vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxis; and (d) providing specialized services in addition to point-to-point transportation.

6.8 “General Aviation Aircraft” means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.

6.9 “Ground Transportation Operator” means any Person operating a vehicle to or from the Airport that transports people or items on the public roads for hire, or for commercial purposes as a courtesy, excluding governmental and/or not-for-profit entities.

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

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

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

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

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

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

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

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

Jackson Hole Airport Board Room Rental Application

Applicant Name:

Applicant Business or Organization (If Applicable):

Category of Business/Organization:

- Airport Stakeholder or Government Partner (NPS, Town, County, etc.)**
- Non-Profit Organization**
- Business Applicant**
- Other:** _____

Phone Number:

Email Address:

Mailing Address:

Requested Date of Use:

Requested Time: (Start and End Time)

Specific Purpose of Rental (i.e. Board Meeting, Hiring Event, etc.):

Estimated Number of Participants:

Requested Layout:

- Standard (Board Room Setup) – Maximum Capacity 56**
- Classroom – Maximum Capacity 40 (Additional Charges)**
- Banquet – Maximum Capacity 80 (Additional Charges)**
- Other (Additional Charges May Apply):** _____

Requested Technology:

- Television screen for displaying computer content via HDMI or other connection method (please list desired output: _____)**
- Video conferencing set up including cameras and microphones**
- Other (Additional Charges May Apply):** _____

Credit Card Information (Insert Fields)

I certify that the information provided in this application is accurate and I agree to all terms listed in the Jackson Hole Airport Board Room Use Policy.

Applicant Signature: _____

Date: _____

For Airport Use Only:

- Approved**
- Denied:**

Executive Director Signature:

Date:

Deposit Amount:

Rental Fee:

Additional Notes:

Additional Fees Post Event (Cleaning, Damage, etc.):

DRAFT

Jackson Hole Airport Board Room Use

The Jackson Hole Airport is pleased to offer the Board Room located within the new Airport Administration Building as a community resource for meetings and events. Our goal is to provide a welcoming space that supports local organizations, partners, and businesses. We appreciate your interest in using this facility and look forward to supporting your needs. A completed application is required to reserve the space.

The Jackson Hole Airport Executive Director shall act as the final authority for approving or denying an application. The Executive Director also reserves the right to waive any required fees on a case-by-case basis. Approval is not guaranteed and must be requested in writing, using this application form.

As you consider the Board Room for your event, please keep in mind that the Administration Building is used by Airport Staff during normal business hours and also serves as the General Aviation terminal used by aircraft charter operators and their passengers. The Administration Building borders the airfield and experiences noise from normal Airport and aircraft operations.

Terms of Rental Agreement:

1. **Use:** The use of the facility shall be on the date, at the times, and solely for the purpose included in this application and for no other use or purpose whatsoever. Renters must follow all Airport staff instructions. Activities must remain within the reserved space unless otherwise approved. Decorations must be pre-approved and may not damage walls, surfaces, or furnishings. Renters are responsible for ensuring guests comply with all policies.
2. **Included Amenities:** Rental of the Board Room includes tables and chairs based on requested layout, complimentary water with glasses, a coffee station if requested, and Wi-Fi.
3. **Parking:** Parking during the duration of the facility rental is complimentary. Limited parking is available adjacent to the facility. For events with a larger number of attendees, parking may not be available adjacent to the facility and attendees will be required to park in the main airport parking lots. Standard parking rates will apply for parking in the main airport parking lots. Attendees should carpool when possible to reduce number of vehicles.
4. **Cleaning:** The renter is responsible for cleaning the Board room after use and returning it to the condition it was in at the beginning of the rental. The renter is also responsible for ensuring that all refuse from the rental is sorted by recyclables, compostables, and trash in receptacles provided by the Airport. A disposal fee for excessive refuse will be charged. If the renter fails to return the Board room to a clean condition, the Airport reserves the right to charge a cleaning fee.

5. Hours of Use:

Standard Hours: Monday – Friday, 8:00 am to 5:00 pm

After Hours (Surcharge Applies): Monday – Friday, 7:00–8:00 a.m. and 5:00–9:00 p.m. and Weekends 7:00 am – 9:00 pm.

6. Damage: The renter agrees to assume and be responsible for any expense(s) incurred from damage(s) to the premises resulting from renter's use.

7. Cancellation Policy:

7+ days prior: No Charges.

Within 7 days: 50% of rental costs will be charged.

No Show/Within 24 hours: Full rental costs will be charged.

8. Fees: All applicable rental fees must be paid in full 24 hours prior to the use of the facility in accordance with the fee schedule below. Rental fees are non-refundable if the use of the facility is cancelled within 24 hours of the rental. Fees are established by the Airport Board by Resolution and are subject to change. The fees in place at the time of the rental application are the fees that will be charged. Current Fees

(Insert link to current Fees and Charges Resolution)

9. Staff support: If Airport staff provides additional event support beyond 1 hour, the renter agrees to pay an hourly rate for event support.

10. Limitation of Liability: Renter assumes all risk associated with use of the Board Room and agrees to hold harmless, indemnify and defend the Jackson Hole Airport Board from any and all claims for damages arising out of Renter's use of the Board Room, except for claims for damages demonstrated to have resulted from the intentional, reckless or negligent acts of the Airport Board or its employees and agents. Renter agrees that its insurance, if any, shall be deemed primary and non-contributory and any insurance maintained by the Airport Board shall be considered excess.

NOTICE TO PROCEED
FOR
DESIGN PHASE, BIDDING PHASE, CONSTRUCTION ADMINISTRATION PHASE, POST
CONSTRUCTION COORDINATION PHASE, AND ON-SITE CONSTRUCTION
COORDINATION PHASE

Date: February 4, 2026

Re: Woolpert 18th Amendment to Engineering Services Agreement Electric Vehicle Charging Stations Design, Bidding, and Construction Administration/Management

You are hereby authorized to proceed on this date, February 4, 2026, with the design phase, bidding phase, construction administration phase, post construction coordination phase, and on-site construction coordination phase listed in the Scope of Work for the Electric Vehicles Charging Stations Design, Bidding, and Construction Administration/Management dated January 3, 2025. For the avoidance of doubt, this Notice to Proceed authorizes Woolpert to proceed with all work outlined in the 18th Amendment to the Woolpert Agreement in a lump sum amount of \$299,261.

Jackson Hole Airport Board

Melissa Turley, President

John P. Carey III, Secretary

**NOTICE TO PROCEED
FOR
PRELIMINARY DESIGN PHASE**

June 18, 2025

Woolpert 18th Amendment to Engineering Services Agreement

Electric Vehicle Charging Stations Design, Bidding, and Construction
Administration/Management

You are hereby authorized to proceed on this date, June 18, 2025 with the preliminary design phase activities and site survey listed in the Scope of Work for the Electric Vehicles Charging Stations Design, Bidding, and Construction Administration/Management dated January 3, 2025. Woolpert shall not proceed beyond the preliminary design phase, including the site survey, and expenses shall not exceed \$55,965.00.

Jackson Hole Airport Board

DocuSigned by:



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James P. Elwood, A.A.E., Executive Director



July 22, 2025

Paul Fiore, Project Manager
Woolpert
720 South Colorado Boulevard, Suite 1200-S
Glendale, Colorado 80246

RE:Amendment No. 18 to Agreement for Professional Services Between the Jackson Hole Airport Board and Woolpert

Dear Mr. Fiore,

The above-referenced Amendment No. 18, concerning the Electric Vehicle Charging Stations project, was approved by the Jackson Hole Airport Board at its regular Board meeting on June 18, 2025. This letter clarifies the payment terms of Amendment No. 18.

Section 2 provides, "Compensation payable by the Sponsor to the Engineer for the Services shall be as set forth in Exhibit B, and shall be billed based on Time and Materials in a Not to Exceed amount of Two Hundred [Ninety-Nine] Thousand Two Hundred Sixty-One Dollars and Zero Cents (\$299,261) plus travel expenses, payable upon invoice after work is performed." In contrast, Exhibit A and Exhibit B to Amendment No. 18 indicate that the work will be invoiced on a "lump sum" basis. These payment terms arguably conflict and may be inconsistent with the terms and conditions of the grant agreement supporting this work.

For the avoidance of doubt, the Jackson Hole Airport Board will pay Woolpert under Amendment No. 18 on a lump sum basis in the amount of \$299,261 pursuant to applications for payment reflecting the percentage of work completed.

We look forward to partnering with Woolpert on this important project.

Sincerely,

DocuSigned by:
A handwritten signature of James P. Elwood in black ink, enclosed in a blue rectangular box.
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James P. Elwood, A.A.E., Executive Director
Jackson Hole Airport Board



JACKSON HOLE AIRPORT

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

James P. Elwood, AAE, Executive Director

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 18
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WOOLPERT**

***Electric Vehicle Charging Stations Design, Bidding, and Construction
Administration/Management***

This Amendment No. 18 (the "Amendment") is to that certain Engineering Services Agreement (the "Agreement") between the **Jackson Hole Airport Board** ("Sponsor"), and **Woolpert**, ("Engineer") and is dated effective June 18, 2025.

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

WHEREAS, Sponsor and Engineer entered into a First Amendment to the Agreement, dated May 17, 2023, for the Air Traffic Control Tower Improvements; a Second Amendment to the Agreement, dated May 17, 2023, for Deice Access Taxilane and North Taxiway A Rehabilitation Schedule 1 and Schedule VI Construction Administration and Construction Management; a Third Amendment to the Agreement, dated July 21, 2023 for General Consulting Services; a Fourth Amendment to the Agreement, dated August 23, 2023 for Underground Stormwater Detention and Filtration System Expansion; a Fifth Amendment to the Agreement, dated September 15, 2023 for the Aviation Safety Facility Concept Study; a Sixth Amendment to the Agreement, dated November 10, 2023 for DBE Goal and Reporting; a Seventh Amendment to the Agreement, dated January 22, 2024 for Aeronautical Survey and AC 18B Airspace Analysis; a Eighth Amendment to the Agreement, dated January 22, 2024 for FEMA BRIC Program Grant Application; a Ninth Amendment to the Agreement, dated January 22, 2024 for RAISE Program Grant Application; a Tenth Amendment to the Agreement, dated February 23rd, 2024 for CA and CM of the Deice Access Taxilane and North Taxiway A Rehabilitation, Schedules II, III, IV, and V; an Eleventh Amendment to the Agreement, dated effective March 19th, 2024 for CA and CM of the Underground Stormwater Detention and Filtration System Expansion Schedules I and II; a Twelfth Amendment to the Agreement, dated March 19, 2024, for Facilitation Services 2024 Board and Staff Retreats; a 13th Amendment dated June 19, 2024, for the Deice Pad and Collection System Improvements Design and Construction Administration and Management; a 14th Amendment dated July 19, 2024 for Outreach Services; a 15th Amendment, dated December 18, 2024, for 2025 Seal Coat and Mark Pavement Project; a 16th Amendment, dated March 1, 2025 for Rental Car Counter Wall and Family Restroom Project Professional Services; and a 17th Amendment, dated March 17, 2025 for 2025 Board Retreat Facilitation Services.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 18 to the Agreement to provide services as outlined in the Scope of Work for the Electric Vehicle Charging Stations Design, Bidding, and Construction Administration/Management Services, dated January 3, 2025.

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

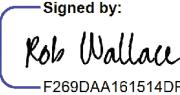
1. Engineer agrees to provide services in accordance with the Scope of Work, which is annexed hereto as **Exhibit A** (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.

2. Compensation payable by the Sponsor to the Engineer for the Services shall be as set forth in **Exhibit B**, and shall be billed based on Time and Materials in a Not to Exceed amount of Two Hundred Thousand Two Hundred Sixty-One Dollars and Zero Cents (\$299,261) plus travel expenses, payable upon invoice after work is performed.

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

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

JACKSON HOLE AIRPORT BOARD

By: 

Rob Wallace, President

Attest: 

Ed Liebzeit, Secretary

WOOLPERT

By: 

Jason Virzi
Print: _____
Title: Vice President

Exhibit A

Jackson Hole Airport
Project No. XXXX
Electric Vehicle Charging Stations Installation
January 3, 2025

**SCOPE OF WORK
FOR
JACKSON HOLE AIRPORT
Jackson, Wyoming
Project No. XXXX
WYDOT Project No. XXXX
Electric Vehicle Charging Stations Installation
Design, Bidding, and Construction Admin/Management**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and Woolpert, Inc., for providing professional services. For the remainder of this scope the Jackson Hole Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer." In addition, all staff listed are Aviation unless indicated otherwise. The construction budget for this project is approximately \$1,225,000.00 This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Memorandum, along with Bidding, Construction Administration, Post Construction Coordination, and On-Site Construction Coordination for the Electric Vehicle Charging Stations Installation Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

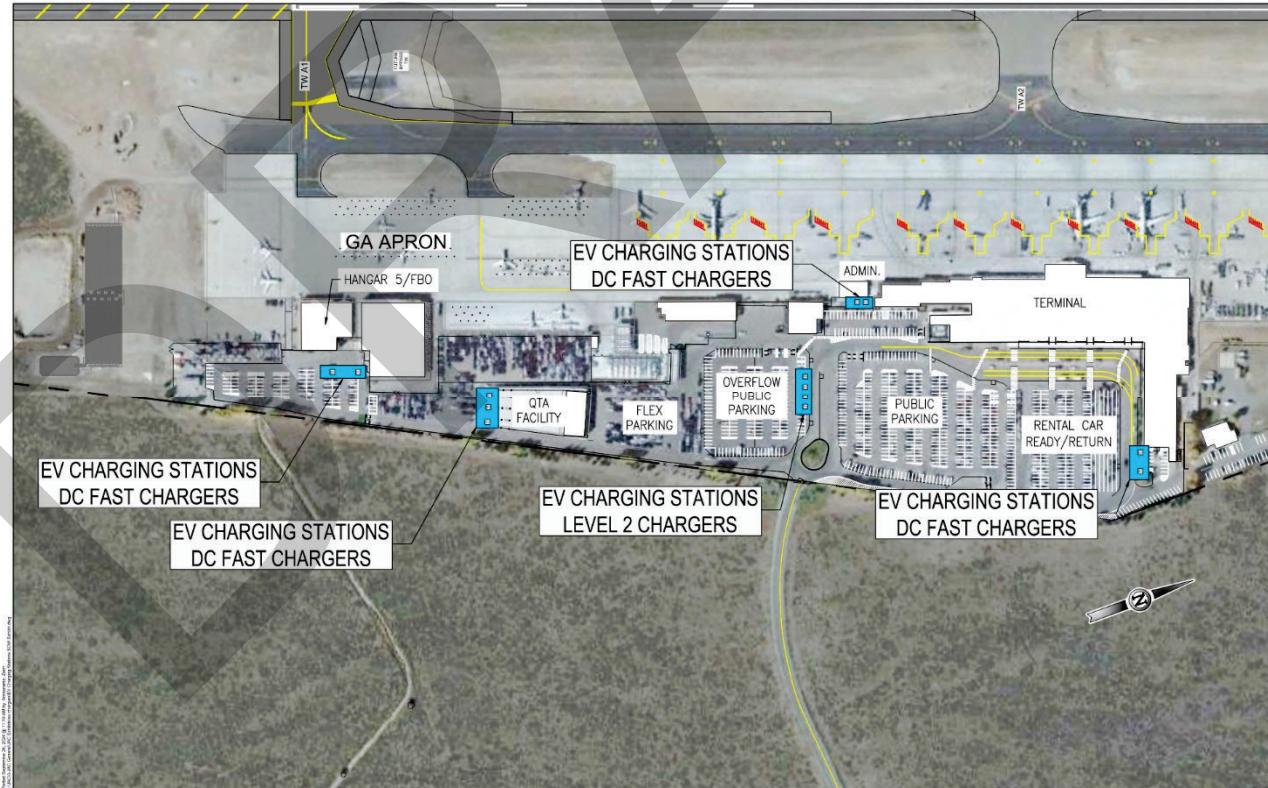


EXHIBIT NO. 1

DESCRIPTION

This project shall consist the design, bidding, construction administration, and on-site and post construction coordination for the installation of electric vehicle charging stations at various locations at the Jackson Hole Airport. See Exhibit No.1 for the proposed locations. A mix of DC fast chargers and Level 2 chargers will be procured and installed during the project. The design will include coordination with Lower Valley Energy to provide power to the proposed locations and designing the routing of conduit/cable and locations of associated electrical equipment. New electrical services and utility transformers will be installed on an as needed basis. Industry standard, readily available and customer supported electric vehicle charging equipment will be researched and design equipment or an approved equivalent will be selected based on the requirements of the airport.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) 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 topographical survey and quality assurance testing during construction will also be included under **Part B-Special Services**. Parts A and B and the six phases are described in more detail below.

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

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor. Meetings with the Sponsor will take place to determine critical project dates, establish the proposed design schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

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

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.11.

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

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

The Engineer will complete the following tasks:

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

1.05 Conduct Meetings with National Park Service (NPS). The Engineer will assist the Sponsor preparing for meetings that will be held with the National Park Service (NPS) by producing and reviewing any presentations, producing exhibits, drawings, or other material that may be needed during these meetings. The Project Manager IV will take the lead in producing presentations while others will develop exhibits, drawings or other material for the meetings. It is anticipated that there will be one (1) meeting held during the design effort with the NPS.

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

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

1.08 Coordinate Utility Locating. This task includes coordinating with a utility locating company to locate utilities that might impact this project. Negotiating with the utility locating firm for a cost to perform the work and providing an on-site representative of the Engineer during the locates is also included in this task. At this time, there are to be approximately 6 potholes anticipated for utility locates.

1.09 Coordinate Utility Service Installation with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project. In addition, the Engineer will provide assistance for environmental documentation required for the grant application and funding agency, including filling out environmental forms that are required for the NEPA process.

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

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

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

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

TASK 1 DELIVERABLES	TO CITY/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Goal	✓	✓
1.12 Quarterly Performance Reports	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meetings and Project Coordination/Update Meetings Through Design	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and two (2) Project Manager IV Assume One (1) hour via teleconference for pre-design meeting (1 meeting) Assume One (1) hour via teleconference for project coordination/update meetings (2 meetings)
1.02 Prepare Project Scope of Work and Contract – Attend Airport Board Meeting	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and one (1) Project Manager IV Assume Three (3) hours via teleconference for JAC Airport Board Meeting meeting (1 meeting)
1.05 Meeting with NPS	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and two (2) Project Manager IV Assume One (1) hour via teleconference
1.09 Utility Coordination with Local Utility Companies	<ul style="list-style-type: none"> Jackson, WY One (1) Resident Construction Manager IV and two (2) Project Manager IV Assume One (1) hour via teleconference (2 meetings)

2.0 Design Phase

2.01 Design Kickoff Meeting/Site Visit. A meeting will be held on-site at JAC Airport with members for the design team to examine existing site conditions, understand existing utilities and equipment, and meet with JAC airport staff. It is expected that the design kickoff meeting and site visit will be completed in one (1) day in addition to one (1) full day of travel. It is anticipated that a Project Manager IV will be in attendance for this meeting/site visit. The Project Manager IV will take the lead, supported by other staff, in producing exhibits for the meeting. In addition, the Engineer will produce a kick-off meeting agenda as well as product meeting minutes for this meeting. Another Project Manager IV will attend the design kickoff meeting via teleconference.

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

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

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

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

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

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Construction Layout Plan	1
Construction Safety/Phasing Plan	5
Environmental Requirements and Details	1
Demolition Plan	2
Geometric Layout Plan	4
Electrical Details	3
Electrical One-Line Diagrams	1
Electrical Panel Schedules	1
Total Sheet Count	21

2.06 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Division 26 electrical specifications will be utilized for the project along with any WYDOT standard specifications.

2.07 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, and Liquidated Damages.

2.08 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition

activities, air quality, grading, Right-of-Way (ROW) access, hauling, batch plants, wetland disturbance, open burning, fencing, various building systems, construction dewatering, permanent dewatering, fueling systems and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.09 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 reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and 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.

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

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

2.12 Prepare Engineer's Design Memorandum. During the preparation of the plans and specifications, a design memorandum will be prepared. The memorandum will include a description of the work, summary of the project, and a schedule for the completion of the design, bidding, and construction. The Engineer's cost estimate will be included with the memorandum. One copy of the final Engineer's Design Memorandum will be sent to the Sponsor.

2.13 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review.

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

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

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

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

2.16 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Memorandum. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and Engineer's Design Memorandum will be prepared and submitted to the Sponsor. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO CITY/STATE	TO GTNP	TO SPONSOR
2.04 Preliminary Contract Documents for Sponsor's Review			✓
2.12 Engineer's Design Memorandum	✓		✓
2.13 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents			✓
2.14 60% Design Plan Drawings to GTNP		✓	✓
2.16 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓		✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Design Kickoff/Site Visit.	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV Assume One (1) full day for design kickoff and site visit Assume One (1) full day of travel from Denver, CO to Jackson, WY and Two (2) overnight stays for Project Manager IV Assume one Project Manager IV for design kickoff meeting via teleconference for four (2) hours
2.13 Plan Review at 30% Complete Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> • Jackson, WY One (1) each Resident Construction Manager IV and Project Manager IV for 30% and 60% review Assume Two (2) hour via teleconference (2 meetings) • Jackson, WY One (1) Resident Construction Manager IV Assume Four (4) hours for 90% review • Assume Project Manager IV attends 90% review via teleconference

3.0 Bidding Phase

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

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. It is anticipated that this meeting will be one (1) hour in duration with additional time for preparation required.

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

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

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

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

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

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

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV for in-person attendance Assume one (1) full day for pre-bid preparation and two (2) hours for meeting <p>Two (2) Project Manager IV for two (2) hours for virtual attendance of pre-bid meeting.</p>
3.05 Attend Bid Opening	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV One (1) Project Manager IV (virtual) Assume one (1) hour for bid opening

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

PART B - SPECIAL SERVICES consists of the Construction Administration Phase, and Post-Construction Coordination Phase, which are invoiced on a lump sum basis; as well as the On-Site Construction Coordination Phase, which is invoiced on a cost plus fixed fee basis. Also included are direct subcontract costs for the proposed, topographical survey and quality assurance testing during construction.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the Sponsor, 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.

4.02 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 and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and other relevant agency

staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with requirements stipulated by governing agencies.

- 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.

4.03 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.

4.04 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.

4.05 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 the Project Manager IV and Construction Manager IV. 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, City/State (if available), Contractor, subcontractors, and airport tenants affected by the project.

TASK 4 DELIVERABLES	TO CITY/STATE	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Monthly Invoice and Monthly PSR		✓
4.02 Pay Request Review Documentation		✓
4.02 Weekly/Monthly Reports	✓	✓
4.02 Quarterly Performance Reports	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.05 Pre-Construction Agenda and Meeting Minutes	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.05 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Construction Manager IV Assume 2 hours for prep and 2 hours for meeting Assume two (2) Project Manager IV via teleconference

5.0 Post-Construction Coordination Phase

5.01 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.

5.02 Conduct Final Inspection. The Engineer, along with the Sponsor and City/State (if available), shall conduct the final inspection.

5.03 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction.

5.04 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable governing agency requirements.

5.05 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 City/State.

5.06 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 5 DELIVERABLES	TO CITY/STATE	TO SPONSOR
5.01 Clean-up List		✓
5.02 Punchlists	✓	✓
5.03 Record Drawings	✓	✓
5.04 Final Construction Report	✓	✓
5.05 DBE Uniform Report	✓	✓
5.06 Project Cost Summary	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.02 Conduct Final Inspection	<ul style="list-style-type: none"> • Jackson, WY One (1) Construction Manager IV Assume 1/2 day site inspection

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **45 calendar days** to complete construction of the project. Incidental travel costs, including vehicle usage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. It is estimated that the Resident Project Representative (RPR) will work approximately **8 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation during the course of their shift. The total time allotted for the completion of construction is anticipated to be **45 calendar days**. It is assumed that the Contractor will work **five (5) days** per week during the construction period **resulting in 32 working days**. Should the contractor be required to work more than five (5) days per week or longer than anticipated hours to maintain the project schedule, the RPR's efforts may increase from those estimated here.

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 general conformance with the project's Plans and Technical Specifications. The RPR will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- d. Prepare and process field directives and change orders.
- e. Conduct labor standards interviews of the Contractor's and subcontractor's employees, and review weekly payroll records as required by the governing agencies. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review quality control and quality assurance testing results for conformance with the project specifications.
- g. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.
- i. Maintain daily logs of construction activities for the duration of time on site.
- 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. The report will be submitted to the Sponsor, the City/State, other governing agencies, and the office following the week of actual construction activities performed.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.
- m. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

TASK 6 DELIVERABLES	TO CITY/STATE	TO SPONSOR
6.01a Coordinate Submittal Reviews		✓
6.01c Coordinate RFIs	✓	✓
6.01d Field Directives and Change Orders	✓	✓
6.01e Payroll Reviews	✓	✓
6.01f Quality Assurance/Quality Control Results Compilation	✓	✓
6.01h Periodic Cost Estimates	✓	✓
6.01k Weekly Reports	✓	✓

TASK 6 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
6.01 Provide Resident Engineering	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Project Representatives Assume 60 calendar days for project

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

Special Considerations

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

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

- The project limits of the EV charging stations and surrounding areas.
- The survey area is approximately 2 acres of high accuracy survey
- Verification of the existing pavement elevations and infrastructure located within the project area.
- Verification of the existing terrain to create an accurate topographical drawing.
- All existing utilities in the project limits from locates performed prior to surveying operations.
- During design, there may be the need to verify other existing survey information or extend the limits of the existing survey.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. Certified materials technicians will perform the necessary material quality assurance testing as detailed in the project specifications per WYDOT standard specifications for the following:

- Section 203 Excavation and Embankment
- Section 301 Aggregate Subbase, Base Courses, and Bed Course Material
- Section 401 Plant Mix and Recycled Plant Mix Pavements
- Section 608 Minor Concrete Paving

Assumptions

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

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. During periods of On-Site Construction Coordination covered under Task 6, a \$5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily "Field Vehicle and Equipment" expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.
3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
5. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
7. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
8. This scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules, if applicable. Splitting the project into two bid packages will result in additional costs.
9. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.

Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.

10. 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.
 - Required contract language will be used.
11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards.
12. 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.

FEES BREAKDOWN

LABOR HOUR BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
3.0 Bidding Phase (Lump Sum)			
Market Director I	2 hrs. x \$ 350.00 /hr = \$		700.00
Engineer Project Mgr IV	9 hrs. x \$ 295.00 /hr = \$		2,655.00
Construction Mgr IV	31 hrs. x \$ 245.00 /hr = \$		7,595.00
Engineer Project Mgr IV	14 hrs. x \$ 295.00 /hr = \$		4,130.00
Engineer in Training I	4 hrs. x \$ 160.00 /hr = \$		640.00
Engineering Techn III	8 hrs. x \$ 160.00 /hr = \$		1,280.00
Project Coordinator I	4 hrs. x \$ 125.00 /hr = \$		500.00
Quality Control Manager	2 hrs. x \$ 275.00 /hr = \$		550.00
SUBTOTAL	74 hrs.	SUBTOTAL	\$ 18,050.00
Reimbursables			
Auto Rental	0 Day x \$ 130.00 /Day=		
Lodging + Tax & Fees	0 Day x \$ 475.00 /Day=		
Per Diem	0 Day x \$ 92.00 /Day=		
Travel & Airline Costs	Trip x \$ 1,200.00 /Trip=		
		SUBTOTAL	\$ -
PHASE SUBTOTAL			
		\$	18,050.00

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 Construction Administration Phase (Lump Sum)			
Engineer Project Mgr IV	18 hrs. x \$ 295.00 /hr = \$		5,310.00
Construction Mgr IV	6 hrs. x \$ 245.00 /hr = \$		1,470.00
Engineer Project Mgr IV	2 hrs. x \$ 295.00 /hr = \$		590.00
Engineering Techn III	4 hrs. x \$ 160.00 /hr = \$		640.00
Project Coordinator I	8 hrs. x \$ 125.00 /hr = \$		1,000.00
Project Financial Analyst	2 hrs. x \$ 155.00 /hr = \$		310.00
Planner III	4 hrs. x \$ 265.00 /hr = \$		1,060.00
SUBTOTAL	44 hrs.	SUBTOTAL	\$ 10,380.00
Reimbursables			
Auto Rental	0 Day x \$ 130.00 /Day=		
Lodging + Tax & Fees	0 Day x \$ 475.00 /Day=		
Per Diem	0 Day x \$ 92.00 /Day=		
Travel & Airline Costs	0 Trip x \$ 1,200.00 /Trip=		
		SUBTOTAL	\$ -
PHASE SUBTOTAL			
		\$	10,380.00

Labor Category	Total Hours	Billing Rate	Total Cost
5.0 Post Construction Coordination Phase (Lump Sum)			
Engineer Project Mgr IV	4 hrs. x \$ 295.00 /hr = \$		1,180.00
Construction Mgr IV	60 hrs. x \$ 245.00 /hr = \$		14,700.00
Engineering Techn III	8 hrs. x \$ 160.00 /hr = \$		1,280.00
Project Coordinator I	2 hrs. x \$ 125.00 /hr = \$		250.00
Project Financial Analyst	2 hrs. x \$ 155.00 /hr = \$		310.00
SUBTOTAL	76 hrs.	SUBTOTAL	\$ 17,720.00
Reimbursables			
Auto Rental	0 Day x \$ 130.00 /Day=		
Lodging + Tax & Fees	0 Day x \$ 475.00 /Day=		
Per Diem	0 Day x \$ 92.00 /Day=		
Travel & Airline Costs	0 Trip x \$ 1,200.00 /Trip=		
		SUBTOTAL	\$ -
PHASE SUBTOTAL			

Labor Category	Total Hours	Billing Rate	Total Cost
6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Construction Mgr IV	256 hrs. x \$ 72.00 /hr = \$		18,432.00
SUBTOTAL	256 hrs.	SUBTOTAL	\$ 18,432.00
Direct Labor Cost	= \$	18,432.00	
Overhead (% of Direct Labor Cost)	207.46%	= \$	38,200.00
Total Labor Cost	= \$	56,632.00	
Fixed Fee	= \$	11,500.00	
SUBTOTAL PHASE LABOR =	\$ 68,132.00		
Reimbursables			
Auto Rental	32 Day x \$ 135.00 /Day= \$		4,320.00
Lodging + Tax & Fees	0 Day x \$ 475.00 /Day=		
Per Diem	0 Day x \$ 92.00 /Day=		
Travel & Airline Costs	0 Trip x \$ 1,200.00 /Trip=		
SUBTOTAL	\$ 4,320.00		
PHASE SUBTOTAL	\$ 72,452.00		

TASK	LABOR CATEGORY									
	Start Date: 9/15/2025	End Date: 10/30/2025	Construction Mgr IV							Phase Item Costs
6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			Stuart Schiff							
Estimated Calendar Days from Scope of Work			45							
Estimated Working Days/Week from Scope of Work			5							
Total Days Scoped for Resident Engineering			32							
Estimated Hours/Day from Scope of Work			8							
6.01 Provide Resident Engineering			256							\$ 18,432.00
TOTALS	256	0	0	0	0	0	0	0	0	\$ 18,432.00
PERCENTAGES	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%

	CONTRACT HOURS	PHASE FEE	COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)	139	\$ 35,965.00	\$ 35,965.00	
2.0 Design Phase (Lump Sum)	454	\$ 110,100.00	\$ 2,594.00	\$ 112,694.00
3.0 Bidding Phase (Lump Sum)	74	\$ 18,050.00		\$ 18,050.00
	667	SUBTOTAL \$ 164,115.00	\$ 2,594.00	\$ 166,709.00
PART B - SPECIAL SERVICES (LUMP SUM)				
4.0 Construction Administration Phase (Lump Sum)	44	\$ 10,380.00		\$ 10,380.00
5.0 Post Construction Coordination Phase (Lump Sum)	76	\$ 17,720.00		\$ 17,720.00
	120	SUBTOTAL \$ 28,100.00	\$ -	\$ 28,100.00
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)				
6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	256	\$ 56,632.00	\$ 11,500.00	\$ 4,320.00
	256	SUBTOTAL \$ 56,632.00	\$ 11,500.00	\$ 4,320.00
SUBCONSULTANT 1				\$ 20,000.00
WIND RIVER SURVEY				
SUBCONSULTANT 2				
STRATA				\$ 12,000.00
			SUBTOTAL \$	32,000.00
			SUBCONSULTANT MULTIPLIER	0.00
			TOTAL SUBCONSULTANT COST	\$ 32,000.00
TOTAL	1,043.0	\$ 248,847.00	\$ 11,500.00	\$ 6,914.00
				\$ 299,261.00

*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.

Certificate Of Completion

Envelope Id: 78959AEF-EA25-4C26-8CB7-FD5F0D34B6F6

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Signatures: 1

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Marisa Fluhr

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Signer Events

Jason Virzi

jason.virzi@woolpert.com

Vice President

Woolpert, Inc.

Security Level: Email, Account Authentication
(None)

Signature

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Jenn Jurk

jennifer.jurk@woolpert.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Newpower

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stuart Schiff

Stuart.Schiff@woolpert.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign





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Carbon Copy Events	Status	Timestamp
Paul Fiore Paul.Fiore@woolpert.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/24/2025 6:14:50 AM Viewed: 6/24/2025 6:16:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events		
Notary Events		
Envelope Summary Events		
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	6/23/2025 9:18:59 PM 6/24/2025 6:13:43 AM 6/24/2025 6:14:48 AM 6/24/2025 6:14:50 AM
Payment Events		

**JACKSON HOLE AIRPORT BOARD
AMENDMENT NO. 24
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WOOLPERT**

***Taxiway A Rehabilitation and Paved Shoulders Construction, Rehabilitation of Connector
Taxiways A2 and A3, and Relocation of Vehicle Service Road
Design and Bidding***

This Amendment No. 24 (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 February 4, 2026.

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

WHEREAS, Sponsor and Engineer entered into a First Amendment to the Agreement, dated May 17, 2023, for the Air Traffic Control Tower Improvements; a Second Amendment to the Agreement, dated May 17, 2023, for Deice Access Taxilane and North Taxiway A Rehabilitation Schedule 1 and Schedule VI Construction Administration and Construction Management; a Third Amendment to the Agreement, dated July 21, 2023 for General Consulting Services; a Fourth Amendment to the Agreement, dated August 23, 2023 for Underground Stormwater Detention and Filtration System Expansion; a Fifth Amendment to the Agreement, dated September 15, 2023 for the Aviation Safety Facility Concept Study; a Sixth Amendment to the Agreement, dated November 10, 2023 for DBE Goal and Reporting; a Seventh Amendment to the Agreement, dated January 22, 2024 for Aeronautical Survey and AC 18B Airspace Analysis; a Eighth Amendment to the Agreement, dated January 22, 2024 for FEMA BRIC Program Grant Application; a Ninth Amendment to the Agreement, dated January 22, 2024 for RAISE Program Grant Application; a Tenth Amendment to the Agreement, dated February 23rd, 2024 for CA and CM of the Deice Access Taxilane and North Taxiway A Rehabilitation, Schedules II, III, IV, and V; an Eleventh Amendment to the Agreement, dated effective March 19th, 2024 for CA and CM of the Underground Stormwater Detention and Filtration System Expansion Schedules I and II; a Twelfth Amendment to the Agreement, dated March 19, 2024, for Facilitation Services 2024 Board and Staff Retreats; a 13th Amendment dated June 19, 2024, for the Deice Pad and Collection System Improvements Design and Construction Administration and Management; a 14th Amendment dated July 19, 2024 for Outreach Services; a 15th Amendment, dated December 18, 2024, for 2025 Seal Coat and Mark Pavement Project; a 16th Amendment, dated March 1, 2025 for Rental Car Counter Wall and Family Restroom Project Professional Services; a 17th Amendment, dated March 17, 2025 for 2025 Board Retreat Facilitation Services; an 18th Amendment, dated June 18, 2025 for Electric Vehicle Charging Stations Design, Bidding, and Construction Administration/Management; a 19th Amendment, dated June 18, 2025 for the Aviation Safety Facility Conceptual Planning Study; a 20th Amendment, dated June 18, 2025 for the Backup AWOS Installation Design, Bidding, and Construction Admin/Management; a 21st Amendment, dated July 10, 2025 for Aerial Photography Services and Geospatial Services; a 22nd Amendment, dated August 7, 2025 for Non-Federal Change Order for Paving/Grading the GA Apron Islands and Grading FBO Lot; and a 23rd Amendment, dated December 10, 2025 for the 2026 Seal Coat and Mark Project.

WHEREAS, Sponsor and Engineer now desire to enter into this Amendment No. 24 to the Agreement to provide services as outlined in the Scope of Work for the Taxiway A Rehabilitation and Paved Shoulders Construction, Rehabilitation of Connector Taxiways A2 and A3, and Relocation of Vehicle Service Road, dated December 8, 2025.

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, which is annexed hereto as **Exhibit A** (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.

2. Compensation payable by the Sponsor to the Engineer for the Services shall be as set forth in **Exhibit B** and shall be billed in a Lump Sum amount of One Million Eight Hundred and Fifty-One Thousand Two Hundred and Sixty-Five Dollars and Seventy Cents (\$1,851,265.70) payable upon invoice after work is performed.

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

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

JACKSON HOLE AIRPORT BOARD

By:

Melissa Turley, President

By:

John P. Carey III, Secretary

WOOLPERT

By:

DocuSigned by:

Jason Virzi
88C66044F188434...

Print:

Jason Virzi

Title:

Vice President

Exhibit A

Jackson Hole Airport
 AIP Project No. 3-56-0014-090-2026
 Taxiway A and Taxiways A2 and A3 Rehabilitation
 December 8, 2025

**SCOPE OF WORK
 FOR
 JACKSON HOLE AIRPORT
 Jackson, Wyoming
 AIP Project No. 3-56-0014-090-2026 and WYDOT AJA029X
 Taxiway A Rehabilitation and Paved Shoulders Construction, Rehabilitation of Connector
 Taxiways A2 and A3, and Relocation of Vehicle Service Road (Non-Federal)**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated April 19, 2023, between Jackson Hole Airport Board and Woolpert, Inc., for providing professional services. For the remainder of this scope the Jackson Hole Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer". The construction budget for this project is approximately \$29,000,000.00 and is based upon a full depth reclamation rehabilitation. This construction budget does not include administrative, legal, or professional fees. If the project transitions to a full-depth reconstruction of the taxiways during design, there will likely be an increase in cost for construction and portions of this scope of work and associated fees will need to be amended.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding, for the Taxiway A Rehabilitation and Paved Shoulders Construction, Rehabilitation of Connector Taxiways A2 and A3, and Relocation of Vehicle Service Road (Non-Federal) Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

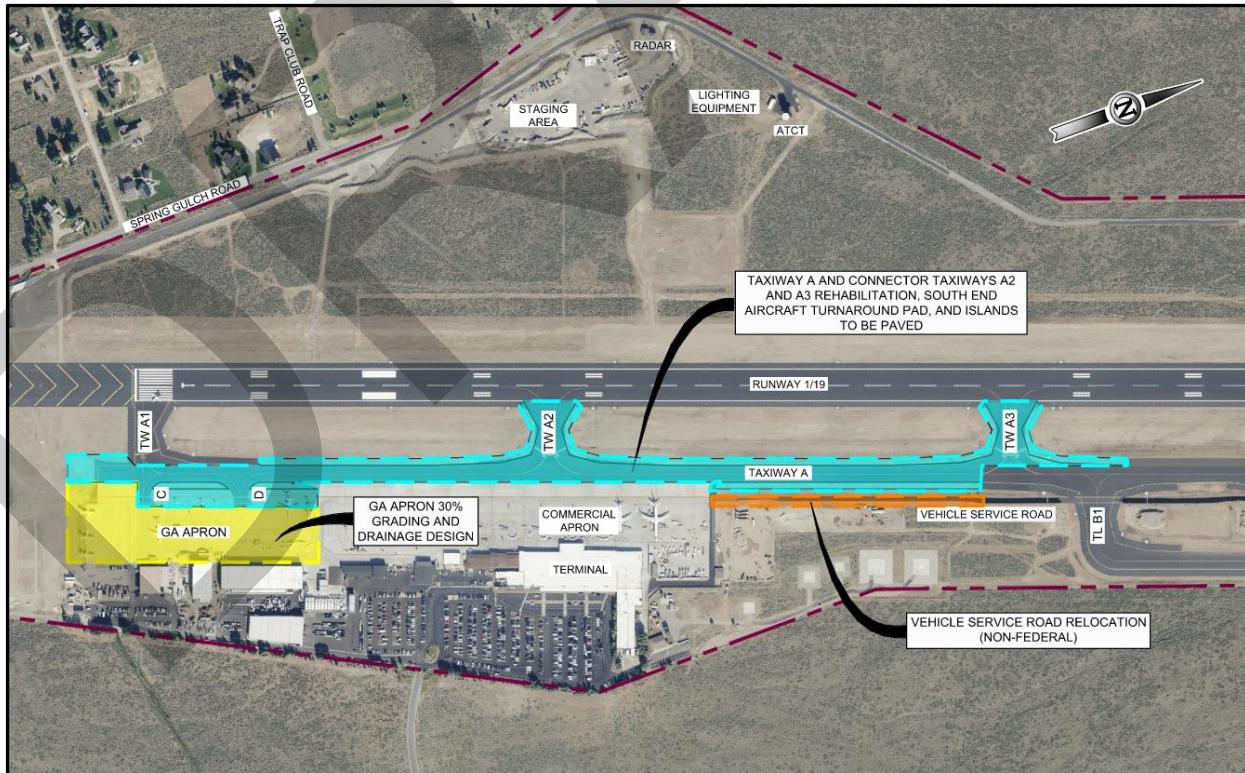


EXHIBIT NO. 1

DESCRIPTION

This project is made up of federal and non-federal portions. The federal portion shall consist completing a pavement rehabilitation on Taxiway A from Taxiway A3 to the southern end near Taxiway A1. Part of this rehabilitation will include constructing a new aircraft turnaround pad on the south end of Taxiway A and evaluating options to pave the existing islands between Taxiway A and the general aviation (GA) ramp. In addition, connector Taxiways A2 and A3 will be rehabilitated based upon funding and the results of the geotechnical report. Finally, considering that the general aviation ramp is due to be reconstructed in the next five years, a 30% grading and drainage design will be performed on the general aviation ramp to ensure that the new pavement grades on Taxiway A will be able to tie the general aviation ramp as well as existing and future hangar locations while meeting FAA grade criteria. The non-federal part of the project will relocate a portion of existing vehicle service road west of Taxiway A and south of Taxilane B1 to the commercial ramp outside of the Taxiway A OFA.

The extent of the rehabilitation of Taxiway A will depend on the results of the geotechnical analysis. Several design options will be considered. One option, if the underlying pavement is considered structurally sound, would be a simple rehabilitation of the Taxiway A pavement by removing 2-inches to 3-inches of existing surface pavement and replacing it with 2-inches to 3-inches of new bituminous asphalt pavement. In this scenario, any existing pavement cracks will either be filled or repaired prior to overlaying the existing asphalt with new asphalt. If there is concern with the existing pavement integrity further down in the pavement section, a second option would include a more robust rehabilitation consisting of removing existing asphalt pavement that is considered to be structurally deficient to a depth where more stable pavement is located and placing new asphalt pavement over the stable pavement. This may be in the range of 6-inches to 9-inches below the surface.

A third option would have a similar approach to rehabilitate the existing taxiway pavement by removing existing asphalt pavement that is considered to be structurally deficient based upon the geotechnical analysis. However, the remaining material (asphalt and/or base course) will be recycled and pulverized into a homogenous material and blended with cement and/or asphalt emulsion. New stabilized bituminous asphalt base course and a bituminous surface course will then be placed over the recycled material. Finally, in areas where the geotechnical analysis determines that a full-depth removal and reconstruction of the Taxiway A pavement is necessary, this will be considered. In addition to the pavement work on Taxiway A, a new full-strength pavement area for aircraft to turn around on the south end of Taxiway A will be constructed. Thirty-foot wide paved shoulders along with new taxiway edge lights, conduit, cable, pavement underdrain, and surface collection slotted drains will be constructed adjacent to Taxiway A.

On the west side of Taxiway A, new paved shoulders and associated infrastructure will be constructed between Taxiways A3 and A2 and A2 and A1. On the east side of Taxiway A, the paved shoulders will be constructed from Taxilane B1 to the commercial ramp and between the commercial ramp and Taxiways C and D on the south end of the taxiway. Finally, design alternatives will be developed to consider the possibility of paving the infield islands on the south end of Taxiway A between Taxiway A and the GA parking ramp to reduce foreign object debris (FOD) and provide a paved vehicle service road in this area.

Connector Taxiways A2 and A3 will be rehabilitated based upon the results of the geotechnical investigation and overall project funding available. Similar to Taxiway A, there will be multiple options evaluated for these connector taxiways. The first option, if the underlying pavement is considered structurally sound, would be a simple rehabilitation of Taxiway A2 and A3 pavement by removing 2-inches to 3-inches of existing surface pavement and replacing it with 2-inches to 3-inches of new bituminous asphalt pavement. The second option would be to remove structurally deficient pavement to a depth

where more stable pavement is located and place new asphalt pavement of the stable pavement. This may be in the range of 6-inches to 9-inches below the surface. The third option would be to rehabilitate the existing taxiway pavement by removing existing asphalt pavement that is considered to be structurally deficient based upon the geotechnical analysis. The remaining material (asphalt and/or base course) will be recycled and pulverized into a homogenous material and blended with cement and/or asphalt emulsion. New stabilized bituminous asphalt base course and a bituminous surface course will then be placed over the recycled material. These first three options would not update geometry to current FAA standards, and no paved shoulder or surface edge drains would be constructed. However, new taxiway edge lighting, conduit, and cable would still be installed. A fourth option would combine the rehabilitation with updating the geometry with new full-strength pavement in areas where the taxiways need to be upgraded to current FAA standards. In addition, new 30-foot wide paved shoulders will be constructed adjacent to the main taxiway pavement along with taxiway edge lights, conduit, cable, pavement underdrain, and surface collection slotted drains. The final option would include full-depth removal and reconstruction of the Taxiways A2 and A3 pavement and updating the geometry to current FAA standards. 30-foot wide paved shoulders along with new taxiway edge lights, conduit, cable, pavement underdrain, and surface collection slotted drains will be constructed adjacent to the taxiways.

Taxiway A paved shoulders will have slotted drains installed at the pavement edge of Taxiway A and along the outside edge of the paved shoulder. These slotted drains will capture storm water surface runoff and snowmelt during the winter and send it to the subsurface drainage pipes that discharge into the underground detention and filtration system on the south end of the airfield. There will be approximately 7,800 linear feet of slotted drain and associated structures installed within the paved shoulders. In addition, approximately 3,900 feet of pavement underdrain and associated structures will be installed beneath the paved shoulder section along Taxiway A.

If the approved design option for existing Taxiway A2 and A3 includes updating FAA geometry and constructing paved shoulders, slotted drains would only be installed on the south side paved shoulders and the grade along the entire taxiway sheet width flows from north to south. Pavement underdrains would be installed along the shoulders on both the north and south side of existing Taxiways A2 and A3. This is similar to what was done when connector Taxiways A1 and A4 were reconstructed during the Runway project in 2022.

A geotechnical investigation will be performed on Taxiway A and connector Taxiways A2 and A3 pavement as well as the infield area where the bypass taxiway will be constructed and to verify the subsurface conditions and identify any stresses occurring within the pavement section. This geotechnical investigation will also provide information to make the best decision for the ultimate design of Taxiway A and Taxiways A2 and A3. Approximately 47 acres will need to be topographically surveyed to determine the existing grades and infrastructure located within the project area, including the GA ramp area for the preliminary grading and drainage analysis.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, 4) Design Phase (Non-Federal), and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation, topographical survey and the Safety Risk Management Process and Meeting. Parts A and B and the four phases are described in more detail below.

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

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction, and identify any special requirements for the project. It is anticipated that there will be up to six (6) meetings with the Sponsor and/or the FAA throughout the course of the design. The Engineer will prepare an agenda and meeting minutes for each of these meetings.

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

1.03 Prepare Design Options for Taxiway Rehabilitation. This task includes preparing options for the extent of rehabilitation on Taxiway A and connector Taxiways A2 and A3. Multiple options will be developed, based upon the geotechnical recommendations. These options will also consider preliminary construction durations, anticipated construction impacts to airport operations, pros and cons of each option, and construction cost/funding availability. The design options may include the following:

- A simple mill and fill rehabilitation, which includes removal of 2-inches to 3-inches of existing pavement and resurfacing with 2-inches to 3-inches of new bituminous asphalt.
- A deeper pavement rehabilitation that removes unsuitable pavement to a depth where stable pavement is located and replaces it with new bituminous asphalt pavement (approx. 9-inches below the surface)
- Removal of unsuitable pavement and recycling of remaining asphalt/base course by pulverizing and blending this material into a homogenous mix and mixing in cement and/or asphalt emulsion (full-depth reclamation) then placing new asphalt base course and surface course over this layer.
- Full-depth reconstruction, geometry updates, and paved shoulders
- Combining a rehabilitation of the existing pavement and updating geometry with new full-depth pavement and adding paved shoulders (Taxiways A2 and A3 only)

Each of these design options along with preliminary construction durations, anticipated construction impacts to airport operations, pros and cons of each option, and rough order of magnitude (ROM) cost estimates to determine potential funding scenarios will be presented to the FAA and WYDOT. It is anticipated that this meeting will be 4 hours in duration and the Program Director II, Project Manager IV and Resident Construction Manager IV will attend in person. The Engineer will prepare exhibits and a presentation for this meeting as well as an agenda and meeting minutes. The outcome of this meeting will determine which design option the FAA and WYDOT prefer to move forward with on Taxiway A and connector Taxiways A2 and A3.

1.04 Prepare Preliminary Cost Estimating for Taxiway Rehabilitation Design Options. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate and preliminary construction duration for each of the taxiway rehabilitation design options identified above. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation.

1.05 Update Preliminary Cost Estimating for Preferred Taxiway Rehabilitation Design. This task includes updating the preliminary construction rough order of magnitude (ROM) cost estimate, preparing a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget for the preferred taxiway rehabilitation design. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine this estimate is included under Task 2.17.

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

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

The Engineer will complete the following tasks:

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

1.07 Conduct Internal Project Meetings. The Engineer will conduct bi-weekly internal project coordination meetings during the project design effort with the internal design team consisting of one Program Director II, one Project Manager IV, one Resident Construction Manager IV, one Project Manager II, one Engineer Designer II, one Engineer Technician III, one Project Manager IV (Electrical), and one Project Coordinator I. It is anticipated that these meetings will be one and one half (1.5) hours in duration and that a total of twenty-five (25) meetings will be held.

1.08 Conduct Meetings with Wyoming Department of Environmental Quality (WDEQ). The Engineer will conduct coordination meetings with WDEQ to verify and discuss proposed design and understand what permits and approval may be needed from WDEQ in relation to surface runoff capture system that will add runoff into the underground detention and filtration system. The Project Manager IV, Resident Construction Manager IV, Project Manager II, and a Planner III will attend these meetings. It is anticipated

that this meeting will be one (1) hour in duration and that a total of two (2) meetings will be held. The Engineer will prepare an agenda and produce meeting minutes for each of these meetings.

1.09 Conduct Meeting with National Park Service (NPS). The Engineer will assist the Sponsor preparing for meetings that will be held with the National Park Service (NPS) by producing and reviewing any presentations, producing exhibits, drawings, or other material that may be needed during these meetings. The Project Manager IV will take the lead in producing presentations while others will develop exhibits, drawings or other material for the meetings. It is anticipated that there will be one (1) meeting to discuss the proposed upcoming project with the NPS. It is anticipated that this meeting will be held via teleconference and the Project Manager IV, Resident Construction Manager IV, and Planner III will attend. During this meeting, information regarding the timing of the construction and a review of environmental documents will be completed. It is anticipated that this meeting will be two (2) hours in duration. The Engineer will prepare an agenda for the meeting and produce meeting minutes.

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

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

1.12 Coordinate Geotechnical Investigation. This task includes preparing the requirements for pavement investigation and soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.13 Coordinate Safety Risk Management (SRM) Process. This task includes coordinating with a subconsultant to prepare an SRM process as well as to facilitate an SRM meeting for this project. The general project scope will be explained and the construction phasing will be provided to and discussed with the SRM consultant. It is anticipated that there will be meetings with at least two (2) SRM consultants for consideration on this project. These meetings will be attended by the Project Manager IV and Resident Construction Manager IV and are anticipated to be one (1) hour in length each. This task will also include reviewing proposals from the SRM consultant and negotiating with the SRM consulting firm for a cost to perform the work.

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

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.

- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

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

1.15 Prepare Environmental Documentation. The FAA determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved on August 19, 2020 through a documented CATEX completed under AIP-063-2020. The environmental conditions and scope of the project have not changed significantly since the original environmental determination. However, the proposed aircraft turnaround on the south end of Taxiway A will need to be added to the environmental exhibit created as part of the previously approved CATEX and will be provided to the FAA and NPS for concurrence and a re-evaluation.

1.16 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. Currently, the Federal DBE Program is being reevaluated. It is anticipated that the reevaluation process may be completed at some point during this project. When the reevaluation to the Federal DBE program is completed and notice of completion is provided by the Civil Rights Office, Certifying Agencies, or FAA, the Engineer will support the Sponsor in updating the DBE Program and Goal per the new requirements for the airport and this project.

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

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

1.19 Provide Client Coordination and Public Outreach. This task includes coordinating with the client on the project and developing public outreach materials to inform the flying public and surrounding communities of the project and potential impacts. Approximately 30 bi-weekly meetings will be held with the client to understand public concern and strategize on information to provide the public regarding the project. Some of the items that will be discussed are potential construction impacts for airport and aircraft operations as well as potential construction impacts to the surrounding community (i.e., timing, closures, duration, traffic impacts, noise impacts, etc.). The meetings will be approximately 1.5 hours in length and will be attended by the Program Director II. The Program Director II will also prepare materials for the airport website about the project, prepare presentation materials for the airport, review outreach materials for the airport, and assist with other items related to the project and public outreach.

TASK 1 DELIVERABLES	TO GTNP	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting and project coordination meetings		✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓	✓
1.03 Prepare Design Options		✓	✓
1.03 Prepare Meeting Agenda and Minutes for Design Options		✓	✓
1.04 Prepare Preliminary Cost Estimates for Design Options		✓	✓
1.05 Update Preliminary Cost Estimate		✓	✓
1.06 Design Schedule, PSR, and Monthly Invoicing			✓
1.08 Meeting Materials and Minutes for WDEQ Meeting		✓	✓
1.09 Meeting Materials and Minutes for NPS meeting	✓		✓
1.14 Federal Grant Application		✓	✓
1.15 Environmental Documentation	✓	✓	✓
1.16 DBE Program and Goal		✓	✓
1.17 Quarterly Performance Reports			✓
1.19 Prepare website and presentation materials			✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meetings and Project Coordination/Update Meetings Through Design	<ul style="list-style-type: none"> • Jackson, WY One (1) Program Director II, One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume Two (2) hours via teleconference for pre-design meeting (1 meeting) Assume Two (2) hours via teleconference for project coordination/update meetings (6 meetings)
1.02 Prepare Project Scope of Work and Contract – Attend Airport Board Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Program Director II, One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume Three (3) hours via teleconference for JAC Airport Board Meeting (1 meeting)
1.03 Design Options Meeting	<ul style="list-style-type: none"> • Denver, CO One (1) Program Director II, One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume four (4) hours in person in Denver Assume full day for Resident Construction Manager IV Assume travel to/from Jackson, WY to Denver, CO with one (1) overnight stay for Resident Construction Manager IV
1.07 Internal Project Meetings	<ul style="list-style-type: none"> • Denver, CO One (1) Program Director II, One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Project Manager II, one (1) Engineer Designer II, one (1) Engineer Technician III, one (1) Project Manager IV (Electrical), one (1) Project Coordinator I Assume One and one-half (1.5) hours via teleconference (25 meetings)

1.08 WDEQ Meetings	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, one (1) Project Manager II, and one (1) Planner III Assume One (1) hour via teleconference for each meeting (2 meetings)
1.09 NPS Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV, one (1) Resident Construction Manager IV, and one (1) Planner III Assume Two (2) hours via teleconference for each meeting (1 meetings)
1.11 Topographical Survey On-Site Support	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV Assume Three (3) full days on site for topographical survey support
1.12 Geotechnical Investigation On-Site Support	<ul style="list-style-type: none"> • Jackson, WY One (1) Resident Construction Manager IV Assume Three (3) full days on site for geotechnical investigation support
1.13 SRM Consultant Meeting	<ul style="list-style-type: none"> • Denver, CO One (1) Project Manager IV and one (1) Resident Construction Manager IV Assume One (1) hour via teleconference for each meeting (2 meetings)
1.19 Client Coordination and Public Outreach Meetings	<ul style="list-style-type: none"> • Jackson, WY One (1) Program Director II Assume One and one half (1.5) hours via teleconference for each meeting (30 meetings)

2.0 Design Phase

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

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

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

- Review Geotechnical Engineer recommendations.
- Determine appropriate data for the pavement design form(s).

- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.

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

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

It is anticipated that there will be a minimum of 4 pavement designs developed for this project, including:

- Rehabilitation of Existing Aircraft Pavement
- Full-Strength Aircraft Rated Pavement
- Airfield Paved Shoulders
- Infield Paving of Islands to Support Vehicle Traffic

2.04 Develop On-Site Grading Plans. This task includes developing potential on-site grading plans to place excess excavated native material generated during construction. Aerial photography and topographical survey will be used to develop the grading plans and associated quantities for all potential embankment area(s). It is likely that some of the embankment areas will be located on the south end of the airport where current stockpiles of base courses for the deice pad project are located. This material will be placed during the 2026 construction season which may require additional topographical survey in this area to accurately depict the existing ground for potential embankment in this area.

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

2.06 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.07 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor, ATCT, FAA, airlines, and other stakeholders to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. It is anticipated that there will be a minimum of three (3) meetings to discuss construction phasing to limit impacts on airport and airline operations and also to minimize nighttime construction. It is anticipated that these meetings will last approximately 3 hours each and will require development of draft phasing exhibits, aircraft routing, construction time frames and durations, and impacts/closures to the airfield pavement. In addition, agendas and meeting minutes will be completed by the Engineer.

The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 60% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.08 Update Existing CAD Bases. This task includes updating CAD bases for the proposed project, including incorporating infrastructure that has been recently constructed and utilities that have been recently installed. This task will also include updating the existing CAD bases with survey data that was completed for this project.

2.09 Develop Preliminary Grading and Drainage for General Aviation (GA) Ramp. This task will include analyzing and developing up to a 30% design for grading and drainage on the GA Ramp area. The southern portion of Taxiway A ties into the existing GA ramp. In addition, there are new aircraft hangars and a new Airport Administration/FBO terminal building that are located on the east side of the GA ramp. The existing GA ramp is scheduled for reconstruction in the next five years. To ensure that the GA ramp can tie into the new Taxiway A grades as well as the new aircraft hangars and Airport Administration/FBO terminal building during the future reconstruction, it is critical that preliminary design grading and drainage are developed for this area. In addition, any existing grades on the ramp area or Taxiways C and D that tie the GA ramp to Taxiway A which currently do not meet current FAA grade criteria will be identified and corrected. It is anticipated that multiple iterations of analysis and design will be required in the development of the preliminary grading and drainage for the GA ramp. The following analysis will be performed during the preliminary design of the GA Ramp area:

- Preliminary Pavement Design to understand concrete depth for joint plan
- Preliminary Joint Plan to develop grading plan and grade break locations
- Determination of areas that do not meet current FAA criteria
- Grading plan with analysis for grades to ensure FAA criteria is met throughout the ramp
- Ensuring that preliminary pavement design grades on the GA ramp will tie into Taxiway A grades and aircraft hangars and buildings
- Ensuring that preliminary design grades promote surface drainage
- Verifying that preliminary design grades on GA ramp will accommodate with future conditions
- Identification of locations for drainage structures and lines (trench drains, inlets, manholes, and subsurface drainlines)
- Ensuring preliminary drainage system design will tie into existing drainage infrastructure

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

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities, and General Notes	4
Survey Control Plan	1
Geotechnical Investigation Plan	5
Sheet Layout Plan	1
Construction Layout Plan	2
Safety Notes	1
Construction Safety and Phasing Plan	6
Construction Haul Route Plan	1
Environmental Requirements and Details	1
Demolition Plan	7
Geometric Layout Plan	7
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	7
On-Site Soil Borrow/Stockpile Grading and Drainage Plan	2
Pavement Plan and Profile	9
Typical Sections	3
Pavement Marking Plan	4
Pavement Marking Details	1
Drainage Plan and Profile	14
Drainage Details	7
Seeding and Erosion Control Plan	2
Seeding and Erosion Control Details	5
Electrical Notes and Legend	1
Electrical Demolition Plan	9
Electrical Layout Plan	9
Electrical Details	2
Total Sheet Count	113

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

- ↗ Item C-100 Contractor Quality Control Program (CQCP)
- ↗ Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- ↗ Item C-105 Mobilization
- ↗ Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- ↗ Item P-101 Preparation/Removal of Existing Pavements
- ↗ Item P-151 Clearing and Grubbing
- ↗ Item P-152 Excavation, Subgrade and Embankment
- ↗ Item P-153 Controlled Low-Strength Material (CLSM)
- ↗ Item P-154 Subbase Course
- ↗ Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- ↗ Item P-208 Aggregate Base Course
- ↗ Item P-401 Asphalt Mix Pavement
- ↗ Item P-501 Cement Concrete Pavement
- ↗ Item P-603 Emulsified Asphalt Tack Coat
- ↗ Item P-605 Joint Sealants for Pavements
- ↗ Item P-606 Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement
- ↗ Item P-610 Concrete for Miscellaneous Structures
- ↗ Item P-620 Runway and Taxiway Marking
- ↗ Item D-701 Pipe for Storm Drains and Culverts
- ↗ Item D-702 Slotted Drains
- ↗ Item D-705 Pipe Underdrains for Airports
- ↗ Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- ↗ Item T-901 Seeding
- ↗ Item T-905 Topsoil
- ↗ Item L-108 Underground Power Cable for Airports
- ↗ Item L-110 Airport Underground Electrical Duct Banks and Conduits
- ↗ Item L-115 Electrical Manholes and Junction Structures
- ↗ Item L-125 Installation of Airport Lighting Systems

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

- ↗ Item P-601 Crack Repair with Major Crack Repair

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

2.13 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.14 Prepare Drainage Report for Wyoming Department of Environmental Quality (WDEQ). This task will include producing exhibits and a report that focuses on the overall drainage improvements for this project and how they fit into the overall surface runoff capture system and on-site stormwater detention

systems at JAC. This report will be necessary for any permits that WDEQ will require for the surface runoff collection system.

2.15 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, Right-of-Way (ROW) access, hauling, batch plants, wetland disturbance, open burning, fencing, various building systems, construction dewatering, permanent dewatering, fueling systems and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

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

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

2.18 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.19 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

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

2.20 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

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

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

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

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

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

2.23 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, WYDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

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

2.25 Attend Safety Risk Management (SRM) Meeting. This task includes attending the SRM meeting for the project. This will include assisting with providing materials for this meeting, including the CSPP and other exhibits. This meeting will be attended by the Program Director II, Project Manager IV, and the Resident Construction Manager IV.

2.26 Prepare and Submit Design Closeout Report. This task includes preparation of the design closeout report in accordance with current FAA Northwest Mountain Region Design Closeout Report guidelines. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO GTNP/WDEQ	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design		✓	✓
2.06 Preliminary Contract Documents for Sponsor's Review			✓
2.07 CSPP at 60% and 95% Complete		✓	✓
2.07 Meeting Materials, Agendas, and Meeting Minutes from Construction Phasing Meetings			✓
2.18 Engineer's Design Report		✓	✓
2.19 Modification of Standards to FAA Website		✓	✓
2.20 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report		✓	✓
2.21 60% Plan Drawings to GTNP	✓		
2.23 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report		✓	✓
2.24 Airfield Signing and Marking Plan		✓	✓
2.25 SRM Meeting Materials		✓	✓
2.26 Design Closeout Report		✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.07 Meeting for Construction Phasing	<ul style="list-style-type: none"> • Jackson, WY One (1) Program Director II, one (1) Project Manager IV and one (1) Resident Construction Manager IV • Assume Three (3) hours via teleconference (3 meetings)
2.20 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	<ul style="list-style-type: none"> • Jackson, WY One (1) Project Manager IV and one (1) Resident Construction Manager IV for 30% and 60% review Assume Four (4) hours via teleconference (2 meetings) • Jackson, WY One (1) Project Manager IV and one (1) Resident Construction Manager IV for 90% plans-in-hand review Assume One (1) day for 90% review Assume One (1) full day of travel to/from Denver, CO to Jackson, WY and One (1) overnight stay for Project Manager IV
2.25 SRM Meeting	<ul style="list-style-type: none"> • Jackson, WY One (1) Program Director II, one (1) Project Manager IV and one (1) Resident Construction Manager IV Assume eight (8) hour meeting Assume One (1) full day of travel to/from Denver, CO to Jackson, WY and One (1) overnight stay for Program Director II and Project Manager IV

3.0 Bidding Phase

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

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

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

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

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

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

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

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

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

4.0 Design Phase (Non-Federal)

This phase of work is specifically designated for producing the construction plan sheets for the relocation of the Vehicle Service Road south of Taxiway B1 to the Commercial Ramp.

4.01 Prepare Preliminary Construction Plans (Non-Federal). This task includes preparing the following list of construction plans for the non-federal relocation of the Vehicle Service Road on the project. Additional plans may be added during the non-federal design phase as needed:

Plan Name/Description	Number of Sheets
Demolition Plan – VSR Relocation (Non-Federal)	2
Geometric Layout Plan – VSR Relocation (Non-Federal)	2
Grading and Drainage Plan – VSR Relocation (Non-Federal)	2
Pavement Plan and Profile – VSR Relocation (Non-Federal)	2
Total Sheet Count	8

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

PART B - SPECIAL SERVICES consists of direct subcontract costs for the proposed topographical survey, geotechnical investigation and safety risk management (SRM) process and meeting.

Special Considerations

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

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

- The project limits of the Runway Safety Area (RSA) and surrounding areas.
- The ground survey area is approximately 47 acres, with approximately 30 acres being high accuracy survey and 17 acres being GPS survey.
- Verification of the existing pavement elevations and infrastructure located within the project area.
- Verification of the existing terrain to create an accurate topographical drawing.
- All existing utilities in the project limits from locates performed prior to surveying operations.
- During design, there may be the need to verify other existing survey information or extend the limits of the existing survey.

Geotechnical Investigation. Soil samples and pavement cores for analysis must be taken for the project site. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. The geotechnical investigation will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 6 project locations
- Pavement cores and laboratory testing at approximately 12 locations
- Visual inspection and documentation of each soil boring and pavement core
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations

- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples
- Provide recommendations on pavement rehabilitation/new construction
- Provide recommendations for frost protection and subsurface pavement drainage system

Safety Risk Management (SRM) Process and Conduct SRM Meeting. Because JAC Airport is considered a small hub airport, they are required to have a Safety Management System (SMS) Plan. Part of this plan includes a Safety Risk Management (SRM) process to identify hazards, assess their risk, and design appropriate mitigation strategies. The consultant will include developing the SRM process in coordination with the Sponsor based upon FAA AC 150/5200-37A *Safety Management Systems for Airports*. The consultant will also be responsible to prepare for and facilitate the SRM meeting for the project. This includes assembling a panel of Subject Matter Experts, prepare the presentation materials, and conducting the meeting.

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. This Scope of work is based upon the taxiway construction being a full-depth reclamation rehabilitation project. If the project transitions to a full-depth reconstruction during design, the construction cost will likely increase and portions of this scope of work and associated fees will need to be amended.
2. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
5. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
7. The Sponsor will coordinate with tenants as required to facilitate field evaluations.
8. 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.

9. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
10. 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.
11. 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.
12. 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:

- Due to the recent changes to the Federal DBE program, no services for setting DBE Program or Project Goals can be provided at this time, and are not included in this scope of work. If these services are requested after the new certification process has been completed, and notice of completion is provided by the Civil Rights Office, Certifying Agencies, or FAA, they will be under a separate scope of work, or an amendment to this scope of 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.
- 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.

FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Preliminary Design Phase (Lump Sum)			
Practice Operations Leader	4 hrs. x \$ 350.00 /hr = \$	1,400.00	
Prgrm Dir II	250 hrs. x \$ 345.00 /hr = \$	86,250.00	
Engineer Project Mgr IV	365 hrs. x \$ 320.00 /hr = \$	116,800.00	
Construction Mgr IV	197 hrs. x \$ 290.00 /hr = \$	57,130.00	
Engineer Project Mgr II	40 hrs. x \$ 225.00 /hr = \$	9,000.00	
Eng Designer II	136 hrs. x \$ 210.00 /hr = \$	28,560.00	
Engineering Techn III	78 hrs. x \$ 180.00 /hr = \$	14,040.00	
Electrical Engineer Project Mgr IV	40 hrs. x \$ 320.00 /hr = \$	12,800.00	
Planner III	16 hrs. x \$ 295.00 /hr = \$	4,720.00	
Project Coordinator I	200 hrs. x \$ 140.00 /hr = \$	28,000.00	
Quality Control Manager	20 hrs. x \$ 300.00 /hr = \$	6,000.00	
Project Accountant I	32 hrs. x \$ 130.00 /hr = \$	4,160.00	
	SUBTOTAL	1378 hrs.	SUBTOTAL \$ 368,860.00
Reimbursables			
Auto Rental	8 Day x \$ 130.00 /Day= \$	1,040.00	
Lodging + Tax & Fees (Denver, CO)	1 Day x \$ 240.00 /Day= \$	240.00	
Per Diem (Denver, CO)	2 Day x \$ 69.00 /Day= \$	138.00	
Travel & Airline Costs	1 Trip x \$ 1,200.00 /Trip= \$	1,200.00	
	SUBTOTAL	\$ 2,618.00	
	PHASE SUBTOTAL	\$ 371,478.00	

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Prgrm Dir II	80 hrs. x \$ 345.00 /hr = \$	27,600.00	
Engineer Project Mgr IV	974 hrs. x \$ 320.00 /hr = \$	311,680.00	
Construction Mgr IV	480 hrs. x \$ 290.00 /hr = \$	139,200.00	
Eng Designer II	832 hrs. x \$ 210.00 /hr = \$	174,720.00	
Engineering Techn III	1174 hrs. x \$ 180.00 /hr = \$	211,320.00	
Engineer Project Mgr II	568 hrs. x \$ 225.00 /hr = \$	127,800.00	
Electrical Engineer Project Mgr IV	228 hrs. x \$ 320.00 /hr = \$	72,960.00	
Electrical Engineer in Training I	264 hrs. x \$ 180.00 /hr = \$	47,520.00	
Planner III	24 hrs. x \$ 295.00 /hr = \$	7,080.00	
Project Coordinator I	18 hrs. x \$ 140.00 /hr = \$	2,520.00	
Quality Control Manager	176 hrs. x \$ 300.00 /hr = \$	52,800.00	
	SUBTOTAL	4818 hrs.	SUBTOTAL \$ 1,175,200.00
Reimbursables			
Auto Rental	4 Day x \$ 130.00 /Day= \$	520.00	
Lodging + Tax & Fees	3 Day x \$ 475.00 /Day= \$	1,425.00	
Per Diem	6 Day x \$ 92.00 /Day= \$	552.00	
Travel & Airline Costs	2 Trip x \$ 1,200.00 /Trip= \$	2,400.00	
	SUBTOTAL	\$ 4,897.00	
	PHASE SUBTOTAL	\$ 1,180,097.00	

LABOR HOUR BREAKDOWN												LABOR CATEGORY				
TASK												LABOR CATEGORY				
Start Date:	12/1/2025	End Date:	12/15/2026	Practice Operations Leader	Prgrm Dir II	Engineer Project Mgr IV	Construction Mgr IV	Engineer Project Mgr II	Eng Designer II	Engineering Techn III	Electrical Engineer Project Mgr IV	Planner III	Project Coordinator I	Quality Control Manager	Project Accountant I	Phase Item Costs
1.0 Preliminary Design Phase (Lump Sum)				Jason Virzi	John Bauer	Paul Fiore	Stuart Schiff	Dane Hurst	James Morehead	Aaron Apodaca	Zachary Ambariantz	Morgan Einspahr	Gabrielle Bohan	Chris Giessing	Silingiwe Bhebhe	
1.01 Coordinate and Attend Meetings with the Sponsor and FAA					14	20	14									\$ 15,290.00
1.02 Prepare Project Scope of Work and Contract					4	27	3									\$ 13,310.00
1.03 Prepare Design Options for Taxiway Rehabilitation						24	64	40								\$ 56,680.00
1.04 Prepare Preliminary Cost Estimating for Taxiway Rehabilitation Design Options							16			16						\$ 9,680.00
1.05 Update Preliminary Cost Estimating for Preferred Taxiway Rehabilitation Design							8	12								\$ 18,440.00
1.06 Provide Project Coordination								120							80	\$ 42,560.00
1.07 Conduct Internal Project Meetings								36	64	36	36	36	64			\$ 85,960.00
1.08 Conduct Meetings with Wyoming Department of Environmental Quality (WDEQ)									4	2						\$ 3,040.00
1.09 Conduct Meetings with National Park Service (NPS)									16	12	8	12	4			\$ 13,620.00
1.10 Review Existing Documents									4	4	12	12	4			\$ 9,300.00
1.11 Coordinate Topographical Survey										4						\$ 8,840.00
1.12 Coordinate Geotechnical Investigation										4						\$ 8,840.00
1.13 Coordinate Safety Risk Management (SRM) Process										4	2					\$ 1,860.00
1.14 Prepare Federal Grant Application											4					\$ 2,640.00
1.15 Prepare Environmental Documentation										2	2				8	\$ 3,580.00
1.16 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal											4					\$ 8,620.00
1.17 Prepare Quarterly Performance Reports - Design											4					\$ 2,400.00
1.18 Manage BlackCat Files												12				\$ 3,480.00
1.19 Provide Client Coordination and Public Outreach												176				\$ 60,720.00
	TOTALS	4	250	365	197	40	136	78	40	16	200	20	32	20	368,860.00	
	PERCENTAGES	0%	18%	26%	14%	3%	10%	6%	5%	1%	15%	1%	2%	4%	0%	

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Prgrm Dir II	80 hrs. x \$ 345.00 /hr = \$	27,600.00	
Engineer Project Mgr IV	974 hrs. x \$ 320.00 /hr = \$	311,680.00	
Construction Mgr IV	480 hrs. x \$ 290.00 /hr = \$	139,200.00	
Eng Designer II	832 hrs. x \$ 210.00 /hr = \$	174,720.00	
Engineering Techn III	1174 hrs. x \$ 180.00 /hr = \$	211,320.00	
Engineer Project Mgr II	568 hrs. x \$ 225.00 /hr = \$	127,800.00	
Electrical Engineer Project Mgr IV	228 hrs. x \$ 320.00 /hr = \$	72,960.00	
Electrical Engineer in Training I	264 hrs. x \$ 180.00 /hr = \$	47,520.00	
Planner III	24 hrs. x \$ 295.00 /hr = \$	7,080.00	
Project Coordinator I	18 hrs. x \$ 140.00 /hr = \$	2,520.00	
Quality Control Manager	176 hrs. x \$ 300.00 /hr = \$	52,800.00	
	SUBTOTAL	4818 hrs.	SUBTOTAL \$ 1,175,200.00
Reimbursables			
Auto Rental	4 Day x \$ 130.00 /Day= \$	520.00	
Lodging + Tax & Fees	3 Day x \$ 475.00 /Day= \$	1,425.00	
Per Diem	6 Day x \$ 92.00 /Day= \$	552.00	
Travel & Airline Costs	2 Trip x \$ 1,200.00 /Trip= \$	2,400.00	
	SUBTOTAL	\$ 4,897.00	
	PHASE SUBTOTAL	\$ 1,180,097.00	</td

Labor Category	Total Hours	Billing Rate	Total Cost
3.0 Bidding Phase (Lump Sum)			
Prgrm Dir II	8 hrs. x \$ 345.00 /hr = \$		2,760.00
Engineer Project Mgr IV	82 hrs. x \$ 320.00 /hr = \$		26,240.00
Construction Mgr IV	70 hrs. x \$ 290.00 /hr = \$		20,300.00
Eng Designer II	16 hrs. x \$ 210.00 /hr = \$		3,360.00
Engineering Techn III	24 hrs. x \$ 180.00 /hr = \$		4,320.00
Engineer Project Mgr II	12 hrs. x \$ 225.00 /hr = \$		2,700.00
Electrical Engineer Project Mgr IV	16 hrs. x \$ 320.00 /hr = \$		5,120.00
Electrical Engineer in Training I	8 hrs. x \$ 180.00 /hr = \$		1,440.00
Project Coordinator I	8 hrs. x \$ 140.00 /hr = \$		1,120.00
SUBTOTAL	244 hrs.	SUBTOTAL	\$ 67,360.00
Reimbursables			
Auto Rental	2 Day x \$ 130.00 /Day= \$		260.00
Lodging + Tax & Fees	1 Day x \$ 475.00 /Day= \$		475.00
Per Diem	2 Day x \$ 92.00 /Day= \$		184.00
Travel & Airline Costs	1 Trip x \$ 1,200.00 /Trip= \$		1,200.00
SUBTOTAL	\$ 2,119.00		
PHASE SUBTOTAL		\$ 69,479.00	

TASK				LABOR CATEGORY											Phase Item Costs
Start Date:	1/6/2027	End Date:	1/10/2027	Prgrm Dir II	Engineer Project Mgr IV	Construction Mgr IV	Eng Designer II	Engineering Techn III	Engineer Project Mgr II	Electrical Engineer Project Mgr IV	Electrical Engineer in Training I	Project Coordinator I			
3.0 Bidding Phase (Lump Sum)				John Bauer	Paul Fiore	Stuart Schiff	James Morehead	Aaron Apodaca	Dane Hurst	Zachary Ambariantz	Battai Hunton	Gabrielle Bohan			
3.01 Provide Bid Assistance				4	20	20			4	4		4			\$ 15,420.00
3.02 Prepare/Conduct Pre-Bid Meeting					16	8	4								\$ 10,460.00
3.03 Prepare Addenda				4	24	12	12	24	8	4	8	4			\$ 24,460.00
3.04 Consult with Prospective Bidders					12	12									\$ 8,600.00
3.05 Attend Bid Opening					2	2									\$ 1,220.00
3.06 Review Bid Proposals					4	8									\$ 3,600.00
3.07 Prepare Recommendation of Award					4	8									\$ 3,600.00
TOTALS	8	82	70	16	24	12	16	8	8	0	0	0	0	\$ 67,360.00	
PERCENTAGES	3%	34%	29%	7%	10%	5%	7%	3%	3%	0%	0%	0%	0%		

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 Design Phase (Non-Federal) (Lump Sum)			
Engineer Project Mgr IV	20 hrs. x \$ 320.00 /hr = \$		6,400.00
Construction Mgr IV	4 hrs. x \$ 290.00 /hr = \$		1,160.00
Eng Designer II	56 hrs. x \$ 210.00 /hr = \$		11,760.00
Engineering Techn III	64 hrs. x \$ 180.00 /hr = \$		11,520.00
SUBTOTAL	144 hrs.	SUBTOTAL	\$ 30,840.00
Reimbursables			
Field Vehicle	0 Day x \$ 130.00 /Day=		
Lodging + Tax & Fees	0 Day x \$ 475.00 /Day=		
Per Diem	0 Day x \$ 92.00 /Day=		
Travel & Airline Costs	0 Trip x \$ 1,200.00 /Trip=		
SUBTOTAL	\$ -		
PHASE SUBTOTAL		\$ 30,840.00	

TASK				LABOR CATEGORY										Phase Item Costs
Start Date:	1/1/2026	End Date:	12/15/2026	Engineer Project Mgr IV	Construction Mgr IV	Eng Designer II	Engineering Techn III							
4.0 Design Phase (Non-Federal) (Lump Sum)				Paul Fiore	Stuart Schiff	James Morehead	Aaron Apodaca							
4.01 Prepare Preliminary Construction Plans					4	2	4	16						
Demolition Plan - VSR Relocation (Non-Federal)														\$ 5,580.00
Geometric Layout Plan - VSR Relocation (Non-Federal)				4		4	16							\$ 5,000.00
Grading and Drainage Plan - VSR Relocation (Non-Federal)				6	2	24	16							\$ 10,420.00
Pavement Plan and Profile - VSR Relocation (Non-Federal)				6		24	16							\$ 9,840.00
TOTALS	20	4	56	64	0	0	0	0	0	0	0	0	0	\$ 30,840.00
PERCENTAGES	14%	3%	39%	44%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

REIMBURSABLE				
CONTRACT HOURS		PHASE FEE	COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)	1378	\$ 368,860.00	\$ 2,618.00	\$ 371,478.00
2.0 Design Phase (Lump Sum)	4818	\$ 1,175,200.00	\$ 4,897.00	\$ 1,180,097.00
3.0 Bidding Phase (Lump Sum)	244	\$ 67,360.00	\$ 2,119.00	\$ 69,479.00
	6440	SUBTOTAL	\$ 1,611,420.00	\$ 9,634.00
				\$ 1,621,054.00
PART A - SPECIAL SERVICES (LUMP SUM)				
4.0 Design Phase (Non-Federal) (Lump Sum)	144	\$ 30,840.00	\$ -	\$ 30,840.00
	144	SUBTOTAL	\$ 30,840.00	\$ -
Topographical Survey				\$ 67,000.00
Wind River Surveying				
Geotechnical Investigation				\$ 57,800.00
Strata				
Safety Risk Management (SRM)				\$ 56,447.00
Landry Consulting LLC				
		SUBTOTAL	\$ 181,247.00	
				SUBCONSULTANT MULTIPLIER 1.10
				TOTAL SUBCONSULTANT COST \$ 199,371.70
TOTAL	6,584.0	\$ 1,642,260.00	\$ 9,634.00	\$ 1,851,265.70

*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.

LOAD FACTOR REPORT 2025

			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ALASKA (SkyWest)	ER7 76 PASSENGERS	ENPLANED	1,666	1,808	1,988	0	533	2,594	3,788	2,950	1,682	161	0	630	17,800
		FLIGHTS	42	38	43	0	11	49	66	53	30	3	0	18	353
		AVG. ENPL/FLT	39.67	47.58	46.23	-	48.45	52.94	57.39	55.66	56.07	53.67	-	35.00	50.42
		LOAD FACTOR	52%	63%	61%	-	64%	70%	76%	73%	74%	71%	-	46%	66%
ALASKA	737-700 124 PASSENGERS	ENPLANED	0	0	0	0	0	0	0	0	0	0	0	0	0
		FLIGHTS	0	0	0	0	0	0	0	0	0	0	0	0	0
		AVG. ENPL/FLT	-	-	-	-	-	-	-	-	-	-	-	-	-
		LOAD FACTOR	-	-	-	-	-	-	-	-	-	-	-	-	-
AMERICAN	E175 76 PASSENGERS	ENPLANED	0	0	0	0	0	0	0	50	38	0	0	0	88
		FLIGHTS	0	0	0	0	0	0	0	1	1	0	0	0	2
		AVG. ENPL/FLT	-	-	-	-	-	-	-	50.00	38.00	-	-	-	44.00
		LOAD FACTOR	-	-	-	-	-	-	-	66%	50%	-	-	-	58%
AMERICAN	319 128 PASSENGERS	ENPLANED	8,258	8,347	10,370	3,385	5,616	19,023	21,905	21,270	20,870	9,974	2,941	5,066	137,025
		FLIGHTS	86	79	91	36	57	168	190	186	179	81	29	57	1,239
		AVG. ENPL/FLT	96.02	105.66	113.96	94.03	98.53	113.23	115.29	114.35	116.59	123.14	101.41	88.88	110.59
		LOAD FACTOR	75%	83%	89%	73%	77%	88%	90%	89%	91%	96%	79%	69%	86%
DELTA	757-200 199 PASSENGERS	ENPLANED	2,882	3,211	4,365	0	0	3,028	3,975	4,340	4,375	749	0	1,540	28,465
		FLIGHTS	21	23	32	0	0	23	30	33	30	5	0	12	209
		AVG. ENPL/FLT	137.24	139.61	136.41	-	-	131.65	132.50	131.52	145.83	149.80	-	128.33	136.20
		LOAD FACTOR	69%	70%	69%	-	-	66%	67%	66%	73%	75%	-	64%	68%
DELTA	AIR BUS 319 132 PASSENGERS	ENPLANED	8,510	6,951	9,314	7,236	9,155	5,510	4,412	5,884	8,209	7,816	6,013	6,562	85,572
		FLIGHTS	78	65	94	90	93	50	39	50	71	65	60	71	826
		AVG. ENPL/FLT	109.10	106.94	99.09	80.40	98.44	110.20	113.13	117.68	115.62	120.25	100.22	92.42	103.60
		LOAD FACTOR	83%	81%	75%	61%	75%	83%	86%	89%	88%	91%	76%	70%	78%
UNITED (Skywest)	ER7 (E75)(E77) 70 PASSENGERS	ENPLANED	792	1,165	2,698	1,901	1,202	1,996	1,871	1,173	458	1,644	255	1,975	17,130
		FLIGHTS	13	22	55	35	28	32	28	17	8	29	4	42	313
		AVG. ENPL/FLT	60.92	52.95	49.05	54.31	42.93	62.38	66.82	69.00	57.25	56.69	63.75	47.02	54.73
		LOAD FACTOR	87%	76%	70%	78%	61%	89%	95%	99%	82%	81%	91%	67%	78%
UNITED (Skywest)	ER7 76 PASSENGERS	ENPLANED	2,491	1,564	3,224	1,186	721	1,176	211	1,027	1,959	2,317	2,642	1,697	20,215
		FLIGHTS	50	30	53	27	13	23	3	15	29	35	48	37	363
		AVG. ENPL/FLT	49.82	52.13	60.83	43.93	55.46	51.13	70.33	68.47	67.55	66.20	55.04	45.86	55.69
		LOAD FACTOR	66%	69%	80%	58%	73%	67%	93%	90%	89%	87%	72%	60%	73%
DELTA (Skywest)	ER7 (E84) 70 PASSENGERS	ENPLANED	1,437	1,803	1,135	0	755	4,509	5,807	4,367	1,941	2,762	949	1,108	26,573
		FLIGHTS	43	44	32	0	13	72	91	67	31	43	27	32	495
		AVG. ENPL/FLT	33.42	40.98	35.47	-	58.08	62.63	63.81	65.18	62.61	64.23	35.15	34.63	53.68
		LOAD FACTOR	48%	59%	51%	-	83%	89%	91%	93%	89%	92%	50%	49%	77%
DELTA (Skywest)	ER7 (E55) 76 PASSENGERS	ENPLANED	71	89	215	0	0	0	141	0	64	0	0	159	739
		FLIGHTS	1	2	5	0	0	0	2	0	1	0	0	5	16
		AVG. ENPL/FLT	71.00	44.50	43.00	-	-	-	70.50	-	64.00	-	-	31.80	46.19
		LOAD FACTOR	93%	59%	57%	-	-	-	93%	-	84%	-	-	42%	61%
AMERICAN (Skywest)	CRJ 700 65 PASSENGERS	ENPLANED	915	863	987	69	0	1,636	2,062	2,896	2,804	1,815	24	487	14,558
		FLIGHTS	23	22	26	2	0	38	42	59	59	35	1	14	321
		AVG. ENPL/FLT	39.78	39.23	37.96	34.50	-	43.05	49.10	49.08	47.53	51.86	24.00	34.79	45.35
		LOAD FACTOR	61%	60%	58%	53%	-	66%	76%	76%	73%	80%	37%	54%	70%
UNITED AIRLINES	AIR BUS A319 126 PASSENGERS	ENPLANED	5,363	4,356	1,377	2,076	2,441	189	280	4,351	4,374	2,628	97	2,978	30,510
		FLIGHTS	63	45	14	26	27	2	3	41	45	23	1	37	327
		AVG. ENPL/FLT	85.13	96.80	98.36	79.85	90.41	94.50	93.33	106.12	97.20	114.26	97.00	80.49	93.30
		LOAD FACTOR	68%	77%	78%	63%	72%	75%	74%	84%	77%	91%	77%	64%	74%
UNITED AIRLINES	AIR BUS A320 150 PASSENGERS	ENPLANED	6,440	9,013	10,216	3,852	8,915	17,663	22,854	18,129	13,762	8,739	6,832	5,040	131,455
		FLIGHTS	66	78	84	34	83	156	185	140	112	65	57	50	1,110
		AVG. ENPL/FLT	97.58	115.55	121.62	113.29	107.41	113.22	123.54	129.49	122.88	134.45	119.86	100.80	118.43
		LOAD FACTOR	65%	77%	81%	76%	72%	75%	82%	86%	82%	90%	80%	67%	79%
UNITED AIRLINES	737-700 126 PASSENGERS	ENPLANED	8,655	8,331	6,917	226	2,764	9,239	9,485	9,811	6,916	3,017	0	5,211	70,572
		FLIGHTS	102	91	72	2	30	97	96	98	71	27	0	63	749
		AVG. ENPL/FLT	84.85	91.55	96.07	113.00	92.13	95.25	98.80	100.11	97.41	111.74	-	82.71	94.22
		LOAD FACTOR	67%	73%	76%	90%	73%	76%	78%	79%	77%	89%	-	66%	75%
Total Enplanements			47,480	47,501	52,806	19,931	32,102	66,563	76,791	76,248	67,452	41,622	19,753	32,453	580,702
Total Seats			68,656	63,475	69,316	29,748	43,898	83,777	92,118	90,448	80,871	46,196	26,191	49,806	744,348
Total Flights			588	539	601	252	355	710	775	760	667	411	227	438	6323
Total Load Factor			69.16%	74.83%	76.18%	67.00%	73.13%	79.45%	83.36%	84.30%	83.41%	90.10%	75.42%	65.16%	78.01%

December 2025	PASSENGERS ENPLANED				PASSENGERS DEPLANED				AIRCRAFT TAKEOFFS			
	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD	THIS MONTH 2025	THIS MONTH 2024	CURRENT YTD	PREVIOUS YTD
ALASKA	630	544	17,800	15,808	1,103	764	18,676	15,656	18	13	353	293
AMERICAN	5,553	4,814	151,671	130,521	7,490	6,224	148,324	122,786	71	59	1,562	1,322
DELTA	9,369	9,531	141,349	140,171	11,822	12,627	140,128	138,781	120	115	1,546	1,329
UNITED	16,901	16,303	269,882	240,792	22,983	22,846	273,490	250,661	229	222	2,862	2,620
TOTALS	32,453	31,192	580,702	527,292	43,398	42,461	580,618	527,884	438	409	6,323	5,564
PERCENT CHANGE	4.04%		10.13%		2.21%		9.99%		7.1%		13.6%	

ENPLANEMENT/DEPLANEMENT SUMMARY

	2020		2021		2022		2023		2024		2025	
	ENP	DEP										
JAN	40,677	35,103	32,987	28,764	44,543	40,365	46,543	40,922	46,988	41,203	47,480	42,583
FEB	42,748	44,269	33,692	34,778	45,055	45,793	45,735	46,390	47,027	48,833	47,501	48,011
MAR	26,200	20,319	42,218	37,708	53,990	47,033	50,621	45,361	51,565	45,313	52,806	44,334
APR	481	516	18,834	17,318	8,492	7,915	20,551	19,320	21,463	20,847	19,931	20,323
MAY	2,409	3,004	28,107	28,844	0	0	22,559	26,039	27,870	33,630	32,102	37,971
JUN	9,601	12,061	63,491	67,750	2,788	6,027	54,283	59,855	57,482	62,492	66,563	72,761
JUL	31,419	34,651	77,421	76,225	59,565	63,560	64,100	64,861	64,522	66,328	76,791	77,904
AUG	40,963	36,783	74,093	67,990	63,140	60,029	65,164	63,209	67,127	66,247	76,248	76,819
SEP	32,648	31,967	55,861	53,918	52,676	50,536	51,936	49,081	55,666	51,327	67,452	63,441
OCT	23,462	19,459	31,381	25,214	27,010	22,539	29,818	28,739	37,948	31,394	41,622	34,417
NOV	11,264	10,967	18,096	18,083	16,986	16,880	17,675	17,335	18,442	17,809	19,753	18,656
DEC	22,561	29,805	32,657	43,017	31,448	41,587	31,757	41,158	31,192	42,461	32,453	43,398
TOTAL	284,433	278,904	508,838	499,609	405,693	402,264	500,742	502,270	527,292	527,884	580,702	580,618

JH Airport 2024 vs 2025 GA and Commercial Activity*

GA	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD	Commercial	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD	Overall	2023	2024	2025	%Change Month 2024	Ops Count	2024 YTD % Change	Ops Count YTD
JAN	1,757	2,035	15.8%	278	15.8%	278	JAN	1,066	1,185	11.2%	119	11.2%	119	JAN	2,770	2,823	3,220	14.1%	397	14.1%	397
FEB	1,667	1,800	7.98%	133	12.0%	411	FEB	1,034	1,068	3.29%	34	7.29%	153	FEB	2,751	2,701	2,868	6.2%	167	10.2%	564
MAR	1,604	1,640	2.24%	36	8.89%	447	MAR	1,004	1,188	18.3%	184	10.9%	337	MAR	2,703	2,608	2,828	8.4%	220	9.64%	784
APR	769	806	4.81%	37	8.35%	484	APR	460	493	7.17%	33	10.4%	370	APR	1,322	1,229	1,299	5.7%	70	9.12%	854
MAY	1,294	1,302	0.62%	8	6.94%	492	MAY	610	695	13.9%	85	10.9%	455	MAY	1,682	1,904	1,997	4.9%	93	8.41%	947
JUNE	2,383	2,252	-5.50%	-131	3.81%	361	JUNE	1,081	1,410	30.4%	329	14.9%	784	JUNE	3,122	3,464	3,662	5.7%	198	7.77%	1,145
JULY	2,809	3,066	9.15%	257	5.03%	618	JULY	1,240	1,530	23.4%	290	16.5%	1,074	JULY	4,028	4,049	4,596	13.5%	547	9.01%	1,692
AUG	3,205	3,529	10.1%	324	6.08%	942	AUG	1,270	1,510	18.9%	240	16.9%	1,314	AUG	4,012	4,475	5,039	12.6%	564	9.70%	2,256
SEPT	2,363	2,395	1.35%	32	5.46%	974	SEPT	994	1,307	31.5%	313	18.6%	1,627	SEPT	3,244	3,357	3,702	10.3%	345	9.77%	2,601
OCT	1,799	1,651	-8.23%	-148	4.20%	826	OCT	769	809	5.20%	40	17.5%	1,667	OCT	2,040	2,568	2,460	-4.2%	-108	8.54%	2,493
NOV	933	1,138	22.0%	205	5.01%	1,031	NOV	456	458	0.44%	2	16.7%	1,669	NOV	1,374	1,389	1,596	14.9%	207	8.83%	2,700
DEC	1,616	1,729	7.0%	113	5.15%	1,144	DEC	816	855	4.78%	39	15.8%	1,708	DEC	2,486	2,432	2,584	6.3%	152	8.64%	2,852
TOTALS	22,199						TOTALS	10,800						TOTALS	31,534	32,999					

*These numbers do not include aircraft prior to 0700 or after 2130.

2025 Tower Operations

	COMMERCIAL	GENERAL AVIATION	MILITARY	TOWER TOTALS
JAN	1185	2008	27	3,220
FEB	1068	1788	12	2,868
MAR	1188	1620	20	2,828
APR	493	788	18	1,299
MAY	695	1277	25	1,997
JUNE	1410	2234	18	3,662
JULY	1530	3037	29	4,596
AUG	1510	3520	9	5,039
SEPT	1307	2379	16	3,702
OCT	809	1627	24	2,460
NOV	458	1131	7	1,596
DEC	855	1727	2	2,584
TOTALS	12508	23136	207	35851

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