Regular Town Council Meeting

March 3, 2025
6:00 PM
Town Council Chambers
Chair: Arne Jorgensen

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING.

I. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: https://us02web.zoom.us/j/85082591434?pwd=ynMO2i1IyMeeMFWqBBFEaK6i6FoEtW.1

Or join at zoom.com with Webinar ID: **850 8259 1434** and Password: **83001** or by phone: **+1 346 248 7799**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Land Acknowledgement

D. Announcements/Proclamations

1. Red Cross Month

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing *electedofficials@jacksonwy.gov*.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

A. Meeting Minutes

1. February 12-13, 2025 Special Town Council
2. February 18, 2025 Regular Town Council Workshop
3. February 18, 2025 Regular Town Council Meeting

B. Disbursements

C. Gregory Lane Stormwater Improvements Grant Agreement (Floren Poliseo)

D. Requests for Proposals for Greenhouse Gas Inventory (Tanya Anderson)

E. Subaward Agreements for DOT Charging and Fueling Infastructure Grants (Tanya Anderson)

F. Request for Qualifications for Bear Resistant Trash Containers (Tanya Anderson)

G. Bid Award for Gregory Lane Complete Street Project (Johnny Ziem)

V. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

A. Administration

1. Thaw Well Easement Amendment (Lea Colasuonno)

VI. ORDINANCES

A. Ordinance S: An Ordinance Granting a Franchise to Curbside Recycling (Second Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

IX. ADJOURN

Please note that at any point during the meeting, the Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

AMERICAN RED CROSS MONTH
Recognizing March 2025 as American Red Cross Month

WHEREAS, during American Red Cross Month in March, we recognize the compassion of people in Jackson and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the Wyoming Chapter of the American Red Cross to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

NOW, THEREFORE, I, Arne Jorgensen, Mayor of the Town of Jackson, do hereby proclaim March 2025 as Red Cross Month and encourage all citizens of Jackson to reach out and support its humanitarian mission.

DATED THIS 3rd DAY OF MARCH 2025.

TOWN OF JACKSON

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Arne Jorgensen, Mayor

ATTEST:

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Riley Hovorka, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

FEBRUARY 12-13, 2025 **JACKSON, WYOMING**

The Jackson Town Council met in special session at SpringHill Suites, located at 150 W. Simpson in Jackson, at 9:05 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery.

STAFF: Tyler Sinclair, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Paul Anthony, Michelle Anderson, Jeremy Traphagan, Russ Ruschill, Tanya Anderson, Steve Foster, Charlotte Frei, April Norton, Mike Moyer, Raymond Lane, Brian Coe, Bruce Abel, Kelly Thompson, Susan Scarlata, Wanna Johansson, and Riley Hovorka. Via Zoom: Roxanne Robinson and Ryan Hostetter.

Welcome and Review of the Goals of the Retreat. Mayor Jorgensen gave opening remarks. Heather Bergman gave opening remarks.

From Council's Perspective. Council discussed the role of government, core services, government's role related to housing, transportation, and the environment, what keeps them up at night, and each of their top two strategic priorities.

Budget Status, Fiscal Reality, Future Strategy. Tyler Sinclair provided Council with a history of the Town's current budget status.

Council recessed at 10:48am and reconvened at 11:03am.

Priority Items from Directors/Divion Heads. Tyler Sinclair, Lea Colasuonno, Susan Scarlata, and Roxanne Robinson presented priority items to Council.

Council recessed at 12:18pm and reconvened at 1:01pm.

April Norton, Michelle Weber, Steve Foster, Floren Poliseo, and Paul Anthony presented priority items to Council.

Council recessed at 2:52pm and reconvened at 3:03pm.

Zolo, Kelly Thompson, Mike Moyer, Bruce Abel, Tanya Anderson, and Charlotte Frei presented priority items to Council.

Council Dialogue about Priority Items/PI List and Dot Exercise. Council discussed priority items presented by Directors/Division heads. Council selected items they wanted to advance within the next two years.

Council recessed at 4:55 p.m. and reconvened at 9:02 a.m. on Thursday, February 13.

Welcome and Goals for the Day. Heather Bergman lead Council and staff through an ice breaker exercise.

2-Year Work Plan Calendar Exercise – Refining/Finalizing the Work Plan. Council discussed priority items that were advanced by a majority of Council and their placement on the 2025 and 2026 workplan calendars.

Council recessed at 10:55 a.m. and reconvened at 11:05 a.m.

Council continued discussion of priority items.

Council recessed at 11:54 a.m. and reconvened at 12:52 p.m.

FY26 Budget/Strategic Budget Check-Back. Tyler Sinclair presented to Council. Council discussed budget and revenue alternatives.

Council recessed at 2:22pm and reconvened at 2:36pm.

Council Agreements, Rules & Procedures. Lea Colasuonno presented to Council. Council discussed Working Agreements, Council Rules & Procedures, and Town ordinance related to censure. A motion was made by Devon Viehman and seconded by Jonathan Schechter to eliminate the Governance Roles page from the Council Working Agreements and Roles packet. Arne Jorgensen called for the vote. The vote showed all in favor.

Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The retreat adjourned at 4:19 p.m.

TOWN OF JACKSON

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Arne O. Jorgensen, Mayor

ATTEST:

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: February 26, 2025

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

FERBUARY 18, 2025 **JACKSON, WYOMING**

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:31 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Arne Jorgensen, Jonathan Schechter, Jim Rooks and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Lea Colasuonno, Susan Scarlata, April Norton, Tony Matthews, Tanya Anderson, Johnny Ziem, Susan Scarlata, Roxanne Robinson, and Riley Hovorka.

Housing Authority Board Interviews. Council conducted interviews with Eliska Garcia, Timothy Koski, Meghan Leidy, Sheryl Newton, Brian Tanabe. A motion was made by Jonathan Schechter and seconded by Devon Viehman to recess to executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider appointments to volunteer boards, specifically the appointment of a board member as a public officer. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed to Executive Session at 2:18 p.m. and reconvened at 2:49 p.m.

A motion was made by Devon Viehman and seconded by Jonathan Schechter to appoint Sheryl Newton to the Housing Authority Board. Devon Viehman and Jonathan Schechter accepted a friendly amendment to make the appointment for a 5-year term expiring February 1, 2030. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Wildlife Feeding and Bear Resistant Trash Update. Tanya Anderson made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Council recessed at 3:31pm and reconvened at 3:40pm.

Policy Manual Update. Roxanne DeVries Robinson made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

User Fees for Electric Vehicle Charging. Tanya Anderson and Johnny Ziem made staff comment. Council held discussion with staff. Alicia Cox made public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to continue this item to the next regularly scheduled meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. There was no discussion.

Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. The workshop adjourned at 4:58 p.m.

TOWN OF JACKSON

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ATTEST: Arne O. Jorgensen, Mayor

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: February 26, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 18, 2025 **JACKSON, WYOMING**

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Michelle Weber, Katelyn Page, Charlotte Frei, Tanya Anderson, Susan Scarlata, Lynsey Lenamond and Riley Taylor.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen.

Public Comment. There was no public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the consent calendar including items A-F as presented with the following motions:

A. **Meeting Minutes.** To approve meeting minutes from January 23, 2025 Special Town Council Meeting, January 24, 2025 Special Town Council Meeting, and February 3, 2025 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 120WATER $5,416.32; A43 ARCHITECTURE $3,322.50; ACE HARDWARE $620.99; ADVANCED NETWORK MANAGEMENT, INC. $550.00; AFLAC $1,647.35; ALPHAGRAPHICS $1,219.56; AMAZON $2,754.80; ANDERS GLASS AND TINT $4,010.00; ARCHITECTURAL BUILDING SUPPLY $1,604.27; BECKER ARENA PRODUCTS INC $20,974.70; BECOMING JACKSON WHOLE $66,000.00; BEST BEST & KRIEGER $1,412.00; BESTDRIVE IDAHO FALLS $2,263.96; BIG R RANCH & HOME $1,117.32; BLUE SPRUCE CLEANERS,INC $222.72; BOBCAT OF ROCK SPRINGS $800.32; BOLAND, ANITA $2,200.00; BREAKFAST ROTARY OF JH $175.00; BRIGGS, ERIC L $342.26; BURKHOLDER, SHAWN $2,039.63; CAMP ON INC $13,300.00; CELLEBRITE USA $13,585.00; CENTURYLINK $116.03; CHARLIE'S PLUMBING OF JH $885.00; CITY OF DRIGGS $758.74; COLORADO CITY AND COUNTY $200.00; COMMUNITY ENTRY SERVICES $45,000.00; CONRAD & BISCHOFF INC. $57,322.95; CONTROL SYSTEM TECHNOLOGY, INC. $37,353.00; CONWAY, LARS $2,500.00; CORE & MAIN LP $4,501.22; COULTER HOUSE $1,000.00; DELTA DENTAL PLAN OF WYOMING $7,326.00; DESORMEAUX, LOUIS $690.00; DEX IMAGING $630.09; DISCOUNT CELL, INC. $1,104.30; DIVISION OF CHILD SUPPORT ENFORCEMENT $508.23; DIVISION OF VICTIM SERVICES $600.00; DYNAMIC CONTROLS, LLC $75,518.00; E.R. OFFICE EXPRESS $46.01; ELAN ONE CARD $17,117.91; ENERGY 1 $418.75; ENERGY CONSERVATION WORKS $8,750.00; ESRI, INC $11,275.00; ETNA TRADE PARK LLC $4,062.00; FALL RIVER PROPANE $1,208.91; FERGUSON ENTERPRISES, INC $138.65; FIRE SERVICES OF IDAHO $2,517.00; FLEETPRIDE $3,349.70; GILLIG LLC $4,576.24; GRAND TARGHEE RESORT $48,757.00; GREENWAY PAINTING LLC $6,897.96; GRIFFITH PARTNERSHIP LLC $3,850.00; HD FOWLER COMPANY $230.35; HIGH COUNTRY LINEN $829.78; HUGHES PRODUCTION $2,366.10; IACP $85.00; IDAHO STATE TAX COMMISSION $5,630.00; INEO SYSTRANS USA INC $88,071.61; INTERMOUNTAIN SWEEPER CO. $435.00; INTERSTATE BATTERY $724.75; INTERWEST SUPPLY COMPANY $2,772.72; IVY OUTDOOR SERVICES LLC $8,610.00; JACKSON GROUP LOCKBOX $3,716.51; JACKSON HOLE COMMUNITY HOUSING $12,500.00; JACKSON HOLE CONTRACTING INC $5,000.00; JACKSON HOLE LAW, PC $3,507.50; JACKSON HOLE NEWS & GUIDE $2,277.00; JACKSON LUMBER INC $81.58; JACKSON PAINT AND GLASS, INC. $2,542.54; JORGENSEN ASSOCIATES, PC $90,226.88; KARISSA AKIN LLC $750.00; KEENAN, PETER $2,300.00; KILMER'S BG DISTRIBUTING $4,444.75; KJ'S SERVICES INVESTMENTS LLC $2,835.00; LEGACY BUSINESS VENTURES LLC $3,180.00; LERREY, CHANTALLE $2,000.00; LONG BUILDING TECHNOLOGIES INC. $180.00; LOWER VALLEY ENERGY INC $58,860.97; MERCILL PARTNERS LLC $2,000.00; MOGUL HOSPITALITY PARTNERS $180,166.39; MOTOROLA SOLUTIONS, INC $59.92; MSC INDUSTRIAL SUPPLY CO $328.94; NAPA AUTO PARTS INC. $1,887.81; NELSON ENGINEERING $2,526.35; PEAK WATER SERVICES, LLC $7,884.19; PLATT $72,775.36; POLICY CONFLUENCE, INC $4,100.00; POLISEO, FLOREN $397.08; PREMIER TRUCK- SALT LAKE CITY $7,686.17; PROBST, LOGAN $548.30; PVS DX, INC $2,223.05; QUADIENT LEASING USA, INC. $1,083.36; R & A SAFETY LLC $502.50; RAMANATHAN, BRINDA $2,500.00; REES, DAVID $155.00;

REICHEL, FRANK $1,000.00; ROBINSON, ROXANNE DEVRIES $125.00; RON TURLY ASSOCIATES INC $1,500.00; RT1 INC $334.90; SAFETY SUPPLY & SIGN CO., INC. $841.60; SAUNDERS RANCH COMPANY $1,400.00; SCHWARTZ, ANDY $4,583.33; SHERVIN'S INDEPENDENT OIL $143.10; SHERWIN-WILLIAMS CO. $114.23; SILVER CREEK SUPPLY $312.81; SILVERSTAR $3,606.93; SNAKE RIVER MEP COMPLETE, INC $2,192.83; SPRING CREEK ANIMAL HOSPITAL $489.88; SPSC POA - SOUTH PARK SERVICES CTR POA $303.82; STANDARD INSURANCE COMPANY $11,099.98; STERN, MICHAEL $5,000.00; STONE, KIRK $3,087.00; TCA INDUSTRIAL PARK ASSOCIATION $900.00; TETON COUNTY CLERK $880,191.56; TETON COUNTY INTEGRATED SOLID WASTE/RECY $32,208.20; TETON COUNTY PUBLIC HEALTH $200.00; TETON COUNTY SHERIFF-DISPATCH $30,156.51; TETON COUNTY-FUND 10 $120,707.84; TETON COUNTY-FUND 13 $348,657.92; TETON MOTORS INC $1,538.92; TETON TRASH REMOVAL, INC. $114.00; THE AFTERMARKET PARTS COMPANY, LLC $96.88; THOMSON WEST $2,418.40; TMSC LLC $10,981.20; UCM DIGITAL HEALTH, INC $864.50; ULINE $509.48; UPPER CASE PRINTING INK $834.00; US HOMES LLC $2,285.00; VISA $15,029.05; VISION SERVICE PLAN - (WY) $1,925.65; WATKINS, MARK $72.05; WATTS STEAM STORE ROCKY MT. INC $440.60; WBC PROPERTIES $2,150.00; WEST, DILLON $740.00; WESTERN STATE $2,994.87; WESTWOOD CURTIS $5,000.00; WHITE GLOVE CLEANING, INC. $1,725.00; WILSON, JOHN $2,200.00; WINTER EQUIPMENT COMPANY, INC $2,915.56; WRENCH IT PLUMBING & HEATING INC $499.36; WRIGHT, JASON $77.83; WY WORKERS' SAFETY & COMP $25,895.70; WYOMING LAW ENFORCEMENT $125.00; WYOMING RETIREMENT SYSTEM $193,129.91; WYOMING WEST INVESTMENT PROPERTIES $4,000.00; WYOMING.COM INC $10.00; YELLOW IRON WASTE, LLC $2,909.00; ZORO TOOLS, INC. $660.87

C. **January Municipal Court Report.** To accept the January Municipal Court Report into record.

D. **2025 Chip Seal Contract Award for Bid 25-08.** To approve the award of the 2025 Chip Seal Project to Evans Construction Company, of Jackson, Wyoming in the amount of $272,500.00, and authorize the Mayor to execute the contract subject to final approval of the Town Attorney and Town Engineer.

E. **2025 Spring and Fall Patching Award for Bid 25-06.** To approve the award of the 2025 Spring and Fall Patching and Overlay Project to Cook Grading and Paving, LLC of Idaho in the amount of $1,017,900.00 and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

F. **FY20 Transportation Alternatives Program Final Acceptance Certificate.** To approve the Final Acceptance Certificate for the Transportation Alternatives Program Project CD20305 for the Scott Lane/Maple Way Bike/Ped/ADA Improvements Project.

There was no public comment on the consent calendar. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Annual Liquor License Renewals. Mayor Jorgensen opened the public hearing. Lynsey Lenamond, Michelle Weber, and Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, a motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the liquor license renewal applications for the 2025–2026 liquor license year as presented and with the following conditions:

1. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, including any amendments to those initial conditions and restrictions.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Devon Viehman and Jonathan Schechter seconded by to direct:

1) The Police Chief, or their designee, to conduct tobacco and liquor checks as they deem appropriate without providing notice of contemplated liquor and/or tobacco enforcement; and
2) The staff to quarterly notify license holders of regulations and ongoing enforcement as it relates to tobacco and liquor.

Council recessed at 6:35 p.m. and reconvened at 6:37 p.m.

Mayor Jorgensen closed the public hearing.

Request for Conditional Use Permit (CUP) for Outfitter/Tour Operator Use at 1300 Carol Ln. (P24-105). Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. Hal Hutchinson spoke on behalf of the applicant. A motion was made by Kevin Regan and seconded by Devon Viehman to approve Conditional Use Permit P24-105 for Outfitter/Tour Operator use at the property addressed 1300 Carol Lane based upon the findings presented in the staff report, the departmental reviews, this staff report dated February 18, 2025, and all conditions as revised by staff.

Revised Conditions:

1. Prior to issuance of CUP, applicant shall stripe proposed onsite parking consistent with approved parking and striping plan.
2. Prior to issuance of CUP, applicant shall stripe the parking spaces located partially within the public right-of-way along the Carol Lane frontage with 9'x20' (min.) vehicle parking spaces. In addition, applicant shall remove any existing signage, whether located in the ROW or on private property, that reserves the parking spaces in the ROW for private use by the Property owner.
3. The Property owner shall ensure at all times that vehicles are not parked within Carol Lane travel lanes, including during exchange of employee and commercial vehicles.
4. Within 60 days of issuance of CUP, the Property owner shall apply to enter an agreement with the Town to clarify use of the public right-of-way, including vehicle parking spaces, along the Carol Lane frontage adjacent to the Property.
5. Prior to issuance of CUP, applicant shall replace all existing nonconforming exterior lighting to meet standards of LDR Sec. 5.3.1 (Exterior Lighting).

Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Parking Access Revenue Control System (PARCS) at Millward/Simpson Garage. Charlotte Frei made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve and authorize the mayor to execute the Hardware and Software agreements with SKIDATA. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Devon Viehman to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance R. An Ordinance Adding a New Rate for Commercial Water Filling Station.

AN ORDINANCE AMENDING TITLE 13, UTILITIES, CHAPTER 13.04, WATER SYSTEM, SECTION 13.04.300, WATER RATES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

There was no public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to approve Ordinance R on third reading and designate it Ordinance 1436. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance S. An Ordinance Granting a Franchise to Curbside Recycling.

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS AND FOR CONSTRUCTION / DEMOLITION WASTE FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION, DULY ASSEMBLED, THAT:

Kelly French made public comment. A motion was made by Devon Viehman and seconded by Jonathan Schechter to approve Ordinance S, an ordinance granting a franchise agreement to Jackson Curbside Recycling, on first reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed performers and upcoming Council travel to Cheyenne.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on the Public Art Taskforce and temporary sign permits. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve the Town Manager's Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:29 p.m.

TOWN OF JACKSON

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Arne O. Jorgensen, Mayor

ATTEST:

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Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: March 5, 2025

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7609	954 CONSULTANTS	SIN000279	PRPLINK SUBSCRIPTION	02/12/2025	371.56	.00	
Total 7609:					371.56	.00	
425	ACE EQUIPMENT & SUPPLY	178068	ROTARY	02/10/2025	65,000.00	.00	
Total 425:					65,000.00	.00	
51	ACE HARDWARE	897103	FLEX TAPE	02/03/2025	25.97	.00	
51	ACE HARDWARE	897111	CREDIT	02/03/2025	10.98-	.00	
51	ACE HARDWARE	897115	CLAMPS	02/03/2025	13.47	.00	
51	ACE HARDWARE	897200	SUPPLIES	02/04/2025	51.46	.00	
51	ACE HARDWARE	897384	MAG 2:	02/05/2025	59.98	.00	
51	ACE HARDWARE	897392	BATTERIES	02/05/2025	39.98	.00	
51	ACE HARDWARE	897419	FACE MASK	02/05/2025	92.96	.00	
51	ACE HARDWARE	897454	DRILL BITS	02/05/2025	15.98	.00	
51	ACE HARDWARE	897491	HAMMER DRILL BIT	02/06/2025	9.99	.00	
51	ACE HARDWARE	897509	MAP PRO GAS	02/06/2025	89.95	.00	
51	ACE HARDWARE	897538	ELECTRICAL TAPE	02/06/2025	76.42	.00	
51	ACE HARDWARE	897540	PADLOCK	02/06/2025	43.98	.00	
51	ACE HARDWARE	897551	GARBAGE BAGS	02/06/2025	17.99	.00	
51	ACE HARDWARE	897562	HOSE	02/06/2025	149.98	.00	
51	ACE HARDWARE	897570	O-RINGS	02/06/2025	18.42	.00	
51	ACE HARDWARE	897573	CLEANER	02/06/2025	7.49	.00	
51	ACE HARDWARE	897609	HINGES	02/07/2025	17.98	.00	
51	ACE HARDWARE	897650	DRILL BITS	02/07/2025	5.49	.00	
51	ACE HARDWARE	897856	BATTERIES	02/10/2025	7.99	.00	
51	ACE HARDWARE	897929	PAINT SUPPLIES	02/11/2025	29.96	.00	
51	ACE HARDWARE	898007	PAINTING SUPPLIES	02/12/2025	101.45	.00	
51	ACE HARDWARE	898024	JOINT COMPOUND	02/12/2025	12.99	.00	
51	ACE HARDWARE	898031	PAINT TRAY	02/12/2025	6.49	.00	
51	ACE HARDWARE	898116	DROPCLOTH	02/13/2025	11.86	.00	
Total 51:					897.25	.00	
7544	ALLEGION ACCESS TECHNOLO	0907290840	SERVICE CALL	02/16/2025	1,805.64	.00	
Total 7544:					1,805.64	.00	
5726	AMAZON	13G9-NXWL-1	SUPER SORB	02/06/2025	79.35	.00	
5726	AMAZON	17J6-TCNX-C3	FLEXFIT HATS	02/17/2025	118.69	.00	
5726	AMAZON	19VF-H396-1T	MAGIC MOUNTS	02/10/2025	302.18	.00	
5726	AMAZON	1CQG-P69X-K	TONER	02/14/2025	137.89	.00	
5726	AMAZON	1JK33-1DJP-D	camera case	02/13/2025	458.00	.00	
5726	AMAZON	1LGK-MX3P-C	CREDIT	02/10/2025	49.99-	.00	
5726	AMAZON	1NN4-4MVF-D	CISCO	02/07/2025	13.61	.00	
5726	AMAZON	1RXV-4PKT-3J	APPOINTMENT BOOK	02/05/2025	12.92-	.00	
5726	AMAZON	1XGH-RM7J-1	TONER	02/12/2025	17.07	.00	
Total 5726:					1,063.88	.00	
7027	ARISTORENAS, MARIA	020325	EQUITY TASK FORCE	02/03/2025	2,700.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7027:					2,700.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	01/08/2025	1,134.37	.00	
1783	AT&T	287259163099	charges for account 28725916309	02/08/2025	1,312.45	.00	
Total 1783:					2,446.82	.00	
7099	BAKER TILLY US, LLP	BT3055080	POSITION CONSULTING	01/31/2025	1,200.00	.00	
Total 7099:					1,200.00	.00	
7604	BANICESCU, ALBERTO C.	021225	BAIL REFUND CASE 25-01-0675	02/12/2025	690.00	690.00	02/12/2025
Total 7604:					690.00	690.00	
4774	BIG R RANCH & HOME	1706703	ROPE	02/13/2025	11.99	.00	
Total 4774:					11.99	.00	
21	BLACK HAWK INDUSTRIAL	10962187	HARD HATS	01/28/2025	207.01	.00	
21	BLACK HAWK INDUSTRIAL	10963353	ICE TRACTION	01/29/2025	440.66	.00	
21	BLACK HAWK INDUSTRIAL	10972369	INDSCI	02/02/2023	678.00	.00	
21	BLACK HAWK INDUSTRIAL	10978131	GLOVES	02/05/2025	337.86	.00	
21	BLACK HAWK INDUSTRIAL	10979867	SAFETY GLASS	02/05/2025	155.04	.00	
21	BLACK HAWK INDUSTRIAL	10993323	GLVOES	02/12/2025	505.29	.00	
Total 21:					2,323.86	.00	
7394	BOLAND, ANITA	022025	CPI INCREASE	02/20/2025	191.40	.00	
Total 7394:					191.40	.00	
7610	BUDGE-KILMAIN BUSINESS PA	022025	GREGORY LANE EASEMENT	02/20/2025	20,500.00	.00	
Total 7610:					20,500.00	.00	
6051	CARPETS PLUS COLORTILE	9837	PD CARPET	01/23/2025	16,256.00	.00	
Total 6051:					16,256.00	.00	
102	CASELLE INC.	138636	CONTRACT SUPPORT	02/01/2025	1,973.00	.00	
Total 102:					1,973.00	.00	
4707	CELLEBRITE USA	INVUS280482	CELLEBRITE	02/05/2025	4,277.50	.00	
Total 4707:					4,277.50	.00	
544	CENTURYLINK	334064254 022	ACCOUNT NUMBER 334064254	02/13/2025	60.00	.00	
Total 544:					60.00	.00	
7089	CHARLIE'S PLUMBING OF JH	14274	SERVICE CALL @ CORE FACILI	02/08/2025	1,650.00	.00	
Total 7089:					1,650.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11422	WATER SCADA	12/10/2024	900.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4887	CONTROL SYSTEM TECHNOLO	11483	WATER WELL 2	02/11/2025	1,200.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11499	SCADA COLLECTIONS	02/12/2025	75.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11501	WWTP SCADA	02/12/2025	75.00	.00	
Total 4887:					2,250.00	.00	
5501	Dan Shelley Jewelers	021225	refund business license - closed s	02/12/2025	130.00	130.00	02/12/2025
Total 5501:					130.00	130.00	
7030	DAY, JEAN	021825	EQUITY TASK FORC	02/18/2025	2,700.00	.00	
Total 7030:					2,700.00	.00	
4918	DEAN'S PEST CONTROL LLC	97858	RODENT CONTROL	01/06/2025	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	98237	RODENT CONTROL	01/09/2025	60.00	.00	
Total 4918:					170.00	.00	
3881	DEX IMAGING	AR12819291	MONTHLY COPYCARE	02/18/2025	96.72	.00	
Total 3881:					96.72	.00	
6883	DIVISION OF CHILD SUPPORT	022025	DCSE CASE #0005405448	02/20/2025	509.23	509.23	02/20/2025
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	2310	Office CHAIR	02/10/2025	1,358.28	.00	
Total 3408:					1,358.28	.00	
7521	ELEMENT PLUMBING, INC.	32294382	SERVICE CALL	02/15/2025	434.50	.00	
Total 7521:					434.50	.00	
1134	ENERGY LABORATORIES INC.	688070	EFFLUENT	02/05/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	688294	EFFLUENT	02/05/2025	172.00	.00	
1134	ENERGY LABORATORIES INC.	688335	WORK ORDER	02/05/2025	55.00	.00	
Total 1134:					399.00	.00	
7608	EWERT, STEFANI	021825	EQUITY TASK FORCE	02/18/2025	2,100.00	.00	
Total 7608:					2,100.00	.00	
4294	FIRE SERVICES OF IDAHO	12602200	INSPECTIONS	02/06/2025	223.00	.00	
Total 4294:					223.00	.00	
4709	FLEETPRIDE	123339716	CYLINDER REPAIR	02/07/2025	412.82	.00	
Total 4709:					412.82	.00	
7605	FLETCHER, NATHAN S.	02142025	BAIL REFUND CASE 24-10-0849	02/14/2025	690.00	690.00	02/14/2025
Total 7605:					690.00	690.00	
7340	FLORES, JUANITA	021225	COURT INTREPRETING	02/12/2025	320.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7340:					320.00	.00	
668	FREEDOM MAILING SERVICE I	49741	UTILITY BILLING	02/06/2025	921.92	.00	
668	FREEDOM MAILING SERVICE I	49741	INSERTS	02/06/2025	44.03	.00	
668	FREEDOM MAILING SERVICE I	49741	UTILITY BILLING	02/06/2025	921.92	.00	
Total 668:					1,887.87	.00	
4212	GILLIG LLC	41270154	SWITCH	02/05/2025	181.32	.00	
4212	GILLIG LLC	41271284	BRAKE KIT	02/07/2025	195.03	.00	
4212	GILLIG LLC	41271585	WIPER MOTOR	02/07/2025	758.96	.00	
4212	GILLIG LLC	41272349	RADIATOR	02/11/2025	2,829.25	.00	
4212	GILLIG LLC	5059224	CREDIT	02/06/2025	550.08-	.00	
Total 4212:					3,414.48	.00	
7612	HALPIN, MICHAEL	020324	REIMBURSE OFFICE SUPPLIES	02/03/2025	150.42	.00	
Total 7612:					150.42	.00	
7342	HARMONY DESIGN, INC	24581	24074 TOJ ANNEXATION	11/13/2024	450.00	.00	
Total 7342:					450.00	.00	
4988	HD FOWLER COMPANY	I6841299	MOUNTAIN HYDRANT	10/02/2024	4,154.09	.00	
Total 4988:					4,154.09	.00	
7031	HERNANDEZ, BRANDON	021825	EQUITY TASK FORCE	02/18/2025	2,100.00	.00	
Total 7031:					2,100.00	.00	
96	HIGH COUNTRY LINEN	0487070	MATS @ HOME RANCH	02/03/2025	53.45	.00	
96	HIGH COUNTRY LINEN	0487479	MATS @ WWTP	02/05/2025	41.47	.00	
96	HIGH COUNTRY LINEN	0488214	SHOP TOWELS	02/10/2025	86.31	.00	
96	HIGH COUNTRY LINEN	0488306	MATS @ SI FERRIN	02/10/2025	11.17	.00	
96	HIGH COUNTRY LINEN	0488858	MATS @ TOWN HALL	02/12/2025	308.79	.00	
96	HIGH COUNTRY LINEN	S0487441	towels	02/04/2025	74.05	.00	
96	HIGH COUNTRY LINEN	S0488388	TOWELS	02/10/2025	330.96	.00	
96	HIGH COUNTRY LINEN	S0490095	CLEANING SUPPLIES	02/19/2025	131.37	.00	
Total 96:					1,037.57	.00	
6041	HOLE FOOD RESCUE	021725	2ND QUARTER PAYMENT	02/17/2025	6,250.00	.00	
Total 6041:					6,250.00	.00	
6621	ICLEI- LOCAL GOV FOR SUSTAI	4172	ANNUAL MEMBERSHIP	01/31/2025	1,200.00	.00	
Total 6621:					1,200.00	.00	
106	INTERSTATE BATTERY	950004724	BATTERIES	02/11/2025	231.90	.00	
Total 106:					231.90	.00	
2	JACKSON CURBSIDE INC.	00032546	RECYCLING	02/10/2025	795.00	.00	
2	JACKSON CURBSIDE INC.	00032569	RECYCLING	02/10/2025	255.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2	JACKSON CURBSIDE INC.	00032578	DOWNTOWN RECYCLING	02/10/2025	1,831.00	.00	
Total 2:					2,881.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1045	START ON DEMAND	02/06/2025	127,463.56	.00	
Total 6931:					127,463.56	.00	
7163	JACKSON GROUP LOCKBOX	688009IFX2	BRAKE KIT	02/07/2025	419.61	.00	
7163	JACKSON GROUP LOCKBOX	688080IF	BRAKE KIT	02/07/2025	945.42	.00	
7163	JACKSON GROUP LOCKBOX	688811IF	FILTERS	02/06/2025	639.57	.00	
Total 7163:					2,004.60	.00	
131	JACKSON HOLE NEWS & GUID	374417	AD#434942	02/05/2025	240.00	.00	
131	JACKSON HOLE NEWS & GUID	374418	AD#435312	02/05/2025	896.00	.00	
131	JACKSON HOLE NEWS & GUID	374511	AD#435370	02/12/2025	500.00	.00	
131	JACKSON HOLE NEWS & GUID	374512	AD#435362	02/12/2025	140.00	.00	
131	JACKSON HOLE NEWS & GUID	374513	AD#435364	02/12/2025	170.00	.00	
131	JACKSON HOLE NEWS & GUID	374514	AD#435365	02/12/2024	110.00	.00	
131	JACKSON HOLE NEWS & GUID	374515	AD#435366	02/12/2025	100.00	.00	
131	JACKSON HOLE NEWS & GUID	374517	AD#435368	02/12/2025	210.00	.00	
131	JACKSON HOLE NEWS & GUID	374518	AD#435369	02/12/2025	310.00	.00	
131	JACKSON HOLE NEWS & GUID	374557	AD#435546	02/12/2025	35.00	.00	
131	JACKSON HOLE NEWS & GUID	374575	AD#435461	02/12/2025	320.00	.00	
131	JACKSON HOLE NEWS & GUID	374729	AD#435635	02/19/2025	401.00	.00	
131	JACKSON HOLE NEWS & GUID	374730	AD#435309	02/19/2025	401.00	.00	
Total 131:					3,833.00	.00	
7606	JOHANSSONS LLC	020325	EQUITY TASK FORCE	02/03/2025	2,700.00	.00	
Total 7606:					2,700.00	.00	
2859	LEADERSHIP JACKSON HOLE	021825	2ND AND 3RD QUARTERS	02/18/2025	4,500.00	.00	
Total 2859:					4,500.00	.00	
7611	LEGUIA-GASPAR, AUGUSTO	021925	DOT PHYSICAL	02/19/2025	155.00	.00	
Total 7611:					155.00	.00	
5729	LENOVO (UNITED STATES) INC.	6471952651	LAPTOPS	02/21/2025	38,004.90	.00	
Total 5729:					38,004.90	.00	
7325	MICROSOFT	E0400UOUMM	SUBSCRIPTION	01/04/2025	2,287.40	.00	
Total 7325:					2,287.40	.00	
7607	MORILLON-ARELLANO, SHILA	021825	EQUITY TASK FORCE	02/18/2025	2,100.00	.00	
Total 7607:					2,100.00	.00	
257	NAPA AUTO PARTS INC.	283733	D EARTH	01/29/2025	23.98	.00	
257	NAPA AUTO PARTS INC.	284838	FRIEGHT	02/03/2025	89.86	.00	
257	NAPA AUTO PARTS INC.	286298	WHL NUT LEFT	02/10/2025	5.76	.00	
257	NAPA AUTO PARTS INC.	286299	SOCKET	02/10/2025	51.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	286304	WHL NUT LEFT	02/10/2025	1.98	.00	
257	NAPA AUTO PARTS INC.	286713	KOOLER KLEAN	02/12/2025	19.49	.00	
	Total 257:				193.06	.00	
4346	OFFICE OF STATE LANDS & INV	SU-0020A 042	WATER STORAGE TANK	02/03/2025	14,534.33	.00	
	Total 4346:				14,534.33	.00	
1504	ONE CALL OF WYOMING	74319	MEMBERSHIP AND TICKETS	02/07/2025	45.05	.00	
1504	ONE CALL OF WYOMING	74319	MEMBERSHIP AND TICKETS	02/07/2025	45.05	.00	
	Total 1504:				90.10	.00	
4398	PALAZZOLO, MICHAEL	021825	MONTHLY IT HARDWARE	02/18/2025	77.83	.00	
4398	PALAZZOLO, MICHAEL	090224	MONTHLY IT HARDWARE	09/02/2024	77.83	.00	
	Total 4398:				155.66	.00	
5956	Peak Facilitation Group	2403	COUNCIL RETREAT	02/19/2025	8,776.83	.00	
	Total 5956:				8,776.83	.00	
4894	PLATT	5T95503	USE	12/10/2024	154.04	.00	
4894	PLATT	5T95566	USE	12/10/2024	1,341.99	.00	
4894	PLATT	5T95597	USE	12/10/2024	186.46	.00	
	Total 4894:				1,682.49	.00	
7591	POINT S REXBURG	1259897	TIRES	02/11/2025	940.00	.00	
	Total 7591:				940.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775681438	SENSOR	02/10/2025	210.26	.00	
6483	PREMIER TRUCK- SALT LAKE C	775681815	SENSOR	02/11/2025	234.48	.00	
	Total 6483:				444.74	.00	
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	01/30/2025	3,093.62	.00	
	Total 6613:				3,093.62	.00	
5812	RUI INC. DBA VILLAGE GARDN	4803	SNOW REMOVAL	02/01/2025	487.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	4810	SNOW REMOVAL	02/01/2025	375.00	.00	
	Total 5812:				862.50	.00	
2597	RUSCHILL, RUSSELL	022425	TRAVEL EXPENESES	02/24/2025	225.48	.00	
	Total 2597:				225.48	.00	
5333	SALT CITY SALES	192188	GLVOES	01/22/2025	1,966.20	.00	
	Total 5333:				1,966.20	.00	
7203	SCHWARTZ, ANDY	123024	LOBBY SERVICE PAYMNET	12/30/2024	4,583.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7203:					4,583.33	.00	
4359	SHERWIN-WILLIAMS CO.	1592-2	PAINT	02/11/2025	103.38	.00	
Total 4359:					103.38	.00	
4699	SNAKE RIVER ROASTING	84598	FILTERS	02/12/2025	29.94	.00	
Total 4699:					29.94	.00	
5456	Snow King Mountain Resort LLC	021425	partial release of bond b21-0002 1	02/14/2025	132,000.00	132,000.00	02/14/2025
Total 5456:					132,000.00	132,000.00	
3961	SPECTRUM	173067801020	MONTHLY SERVICES 17306780	02/07/2025	99.99	.00	
Total 3961:					99.99	.00	
6189	SPRINGHILL SUITES	48313	COUNCIL RETREAT	02/18/2025	8,096.71	.00	
Total 6189:					8,096.71	.00	
7227	STEPHENS, TALON	090224	MONTHLY IT HARDWARE	09/02/2024	77.83	.00	
Total 7227:					77.83	.00	
7076	SUSTAINABLE STRATEGIES DC	4214	CONSULTING SERVICES	12/01/2024	7,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	4214	CONSULTING SERVICES	12/01/2024	1,465.32	.00	
7076	SUSTAINABLE STRATEGIES DC	4265	CONSULT SERVICES	12/27/2024	7,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	4265	CONSULT SERVICES	12/27/2024	547.40	.00	
7076	SUSTAINABLE STRATEGIES DC	4312	CONSULTING SERVICES	02/02/2025	7,500.00	.00	
Total 7076:					24,512.72	.00	
1443	TETON COUNTY CLERK	020525PR	PARK AND REC MONTHLY CON	02/05/2025	243,267.50-	.00	
Total 1443:					243,267.50-	.00	
6902	TETON COUNTY PUBLIC WORK	2025-4	TASK WORK ORDER #1 GRANT	12/13/2024	5,698.05	.00	
6902	TETON COUNTY PUBLIC WORK	2025-4	TASK WORK ORDER #2 STILSO	12/13/2024	32,800.77	.00	
6902	TETON COUNTY PUBLIC WORK	2025-5	TASK WORK ORDER #1 GRANT	02/14/2025	3,514.54	.00	
6902	TETON COUNTY PUBLIC WORK	2025-5	TASK WORK ORDER #2 STILSO	02/14/2025	4,351.21	.00	
6902	TETON COUNTY PUBLIC WORK	2025-6	TASK WORK ORDER #1 GRANT	02/14/2025	4,128.54	.00	
6902	TETON COUNTY PUBLIC WORK	2025-6	TASK WORK ORDER #2 STILSO	02/14/2025	4,437.00	.00	
6902	TETON COUNTY PUBLIC WORK	2025-6	TASK WORK ORDER #3 PUBLIC	02/14/2025	212.59	.00	
Total 6902:					55,142.70	.00	
55	TETON COUNTY SHERIFF'S-JAI	691	JANUARY INMATES	02/01/2025	1,400.00	.00	
Total 55:					1,400.00	.00	
268	TETON MOTORS INC	5112291	SENSOR	01/29/2025	83.62	.00	
268	TETON MOTORS INC	5112316	VALVE	02/03/2025	769.61	.00	
268	TETON MOTORS INC	5112340	TRANSMISSION	02/06/2025	64.62	.00	
268	TETON MOTORS INC	5112341	CREDIT	02/06/2025	769.61-	.00	
268	TETON MOTORS INC	5112353	BOLT	02/07/2025	42.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 268:					190.40	.00	
3237	THE AFTERMARKET PARTS CO	83636824	WIPER BLADE	02/03/2025	386.45	.00	
3237	THE AFTERMARKET PARTS CO	83638867	BAGGAGE DOOR	02/04/2025	66.93	.00	
3237	THE AFTERMARKET PARTS CO	8369261	CREDIT	02/04/2025	96.88-	.00	
Total 3237:					356.50	.00	
6363	TMSC LLC	2025-005-002	GENERAL REPAIRS	02/17/2025	162.00	.00	
6363	TMSC LLC	2025-005-02 S	SERVER ROOM	02/17/2025	38,850.24	.00	
Total 6363:					39,012.24	.00	
7311	TOP TIER TOOLS LLC	02112570485	SCANBAY	02/11/2025	685.00	.00	
7311	TOP TIER TOOLS LLC	CEP41422930	TOOLS	02/11/2025	92.50	.00	
Total 7311:					777.50	.00	
5038	TREFONAS LAW, P.C.	013125	PUBLIC DEFENDER FEES	01/31/2025	1,756.83	.00	
Total 5038:					1,756.83	.00	
4649	ULINE	188301373	BUBBLE	01/23/2025	101.33	.00	
4649	ULINE	188826334	SAFETY READERS	02/05/2025	62.49	.00	
Total 4649:					163.82	.00	
6969	VELOCITY EHS	325416	CHEM MANAGEMENT	01/28/2025	1,929.67	.00	
6969	VELOCITY EHS	325416	CHEM MANAGEMENT	01/28/2025	1,929.68	.00	
Total 6969:					3,859.35	.00	
1949	VERIZON WIRELESS	6105009074	charges for account 871451763-0	02/01/2025	1,573.42	.00	
Total 1949:					1,573.42	.00	
4848	WAMCO LAB, INC.	15056	EFFLUENT TEST	02/10/2025	650.00	.00	
Total 4848:					650.00	.00	
1640	WESTERN STATE	022425	OWE FROM CREDIT AND SALE	02/24/2025	191.87	.00	
1640	WESTERN STATE	IN003031929	SEAL	12/17/2024	3.34	.00	
1640	WESTERN STATE	IN003051741	STRIP WEAR	01/08/2025	423.81	.00	
Total 1640:					619.02	.00	
6704	WSP USA INC.	40144528	STORMWATER	01/31/2025	6,392.50	.00	
Total 6704:					6,392.50	.00	
1767	WYOMING DEPARTMENT OF T	011625	NEW PLATES	01/16/2025	10.00	10.00	02/11/2025
Total 1767:					10.00	10.00	
4198	WYOMING FIRST AID & SAFETY	80009453	first aid kit resupply	02/11/2025	134.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4198:					134.56	.00	
Grand Totals:					413,258.49	134,029.23	

Dated: ______________________________

Mayor: ______________________________

City Council: ______________________________

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City Recorder: ______________________________

City Treasurer: ______________________________

Report Criteria:
- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.

STAFF REPORT

Meeting Date:	3 March 2025	**Meeting Title:**	Town Council Regular - Consent
Submitting Department:	Public Works	**Presenter:**	Floren Poliseo
Agenda Item:	Grant Agreement – Gregory Lane stormwater improvements	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to review and consider the Cooperative Agreement with the Wyoming Department of Environmental Quality (DEQ) for grant funding toward stormwater system improvements that are part of the Gregory Lane streetscape and utility improvements project.

Requested Action.
Staff requests Council approve and authorize the Mayor to sign the Agreement.

Recommendations.
Staff recommends Council approval.

Background.
The application for this grant funding was submitted in October 2023, presented to the Nonpoint Source Task Force in December 2023, and awarded through their selection process. The draft Agreement was received in January 2025.

The Public Works Department has utilized this annual grant program multiple times in the past for projects such as the Karns Meadow Wetland, the Stormwater Management Program (near complete), and multiple in-system treatment units, all geared toward improving water quality of urban stormwater runoff discharged to Flat Creek.

Analysis & Key Policy Questions.
Grant funding for the drainage system improvements portion of the Gregory Lane project helps offset overall project costs, enabling the Town to complete the project within our budgeted SPET and Capital funds. This particular grant funding program stems from Clean Water Act nonpoint source water quality improvement efforts, and demonstrates the Town's commitment to reducing our impacts to the ecosystem we occupy.

Possible Alternatives.
Council could vote against entering this agreement, forfeiting the reimbursement funds awarded. In this case, staff would work with the Finance Manager and Town Manager to reallocate funds from other projects or request adding funds from the Town's reserve in order to complete the project.

Comprehensive Plan & Priority Alignment.
Water quality is a Town Council and County Commission priority topic. Stormwater management is important for the Town to lead because the State lists Flat Creek as impaired due to sediment from urban stormwater runoff.

This project supports the Town Comprehensive Plan under **Common Value #1- Ecosystem Stewardship:**

- *Principle 1.1*: Maintain healthy populations of all native species
    - Policy 1.1.a: Protect focal species habitat based on relative critical value
    - Policy 1.1.e: Understand the impacts of development on wildlife and natural resources
    - Policy 1.1.f: Require mitigation of unavoidable impacts to habitat
    - Policy 1.1.g: Encourage restoration of degraded areas

- *Principle 1.2*: Preserve and Enhance Water and Air Quality
    - Policy 1.2.b: Require filtration of runoff
    - Policy 1.2.c: Monitor and maintain water quality

- *Strategy 1.2.S.2*: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This project supports the Town Comprehensive Plan under **Common Value #2- Growth Management:**

- *Principle 3.4*: Limit development in naturally hazardous areas
  - Policy 3.4.a: Protect development against flooding
- *Principle 3.5*: Manage local growth with a regional perspective
  - Policy 3.5.b: Strive not to export impacts to other jurisdictions in the region
  - Policy 3.5.c: Maintain control over our own community vision

This project supports the Town Comprehensive Plan under **Common Value #3- Quality of Life:**

- *Principle 6.1*: Measure prosperity in natural and economic capital
  - Policy 6.1.b: Promote eco-tourism
- *Principle 8.1*: Maintain current, coordinated service delivery
  - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- *Principle 8.2*: Coordinate the provision of infrastructure and facilities needed for service delivery
  - Policy 8.2.c: Require mitigation of the impacts of growth on service levels

Fiscal Impact.
There is no fiscal cost to administer this grant. DEQ awarded $281,210 for this project.

Staff Impact.
These Agreements require approximately 2 hours total of Legal Department staff time and approximately 5 hours of Finance Department staff time. Public Works staff will spend approximately 10-15 hours coordinating and submitting required reporting and reimbursement requests over the life of the project.

Attachments or Links.
Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson for the Gregory Lane Stormwater Improvements

Suggested Motion.
I move to approve the Cooperative Agreement Between Wyoming Department of Environmental Quality and Town of Jackson, and, upon legal review and subject to minor changes by the Town Attorney, authorize the Mayor to execute all necessary contract documents.

Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.

DEQ

Mark Gordon, Governor

Todd Parfitt, Director

February 3, 2025

Town of Jackson
150 E Pearl Ave.
Jackson, WY 83001

RE: Cooperative Agreement between the Wyoming Department of Environmental Quality and Town of Jackson

Dear Arne Jorgensen:

Enclosed for your execution is an electronic original of the Cooperative Agreement between the WDEQ and Town of Jackson.

If you agree with the provisions of this agreement please execute by electronic signature on page 14 and fully filling out Attachment D Subaward Data Form. Once the Cooperative Agreement is fully signed please send back to the address below.

Wyoming Department of Environmental Quality
Attn: Brittny Merritt
200 West 17th Street
Cheyenne, WY 82001

If you have questions regarding the content of this contract, please contact Dale Vanlandingham at (307) 777-1947.

Sincerely,

Brittny M. Merritt

Brittny M. Merritt
Accountant

Enclosures

200 West 17th Street, Cheyenne, WY 82001 · http://deq.wyoming.gov · Fax (307)635-1784

ADMIN/OUTREACH	ABANDONED MINES	AIR QUALITY	INDUSTRIAL SITING	LAND QUALITY	SOLID & HAZ. WASTE	WATER QUALITY
(307) 777-7937	(307) 777-6145	(307) 777-7391	(307) 777-7369	(307) 777-7756	(307) 777-7752	(307) 777-7781

COOPERATIVE AGREEMENT BETWEEN WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AND TOWN OF JACKSON

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Environmental Quality (Agency), whose address is: 200 West 17th Street, Suite 400, Cheyenne, Wyoming 82002, and the Town of Jackson (Recipient), whose address is: 150 E Pearl Avenue, Jackson, WY 83001.

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the Town of Jackson's FY2024 CWA Section 319 project titled "Gregory Lane Stormwater Infrastructure." The Town of Jackson is reconstructing Gregory Lane as a complete street corridor along with upgrades to water, wastewater, and stormwater infrastructure. The goal of the stormwater improvements is to reduce pollution from urban snow/stormwater runoff to Flat Creek, which is listed as impaired for sediment on 303(d).

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through December 31, 2026. All services shall be completed during this term.

4. **Reimbursement.** The Agency agrees to reimburse the Recipient for the services described in Attachment A, Scope of Work, which is attached to and incorporated into this Agreement by this reference.

   A. The Total Project Cost under this Agreement shall not exceed one million, seven hundred thousand dollars ($1,700,000) unless modified by written amendment to this Agreement pursuant to Section 8(A), below.

   B. The Agency shall reimburse the Recipient a total reimbursement amount not to exceed two hundred eighty-one thousand, two hundred ten dollars ($281,210.00) or seventeen percent (17%) of the Total Project Cost, whichever is less.

   C. The budget for this project is provided in Attachment B, Project Budget, which is attached to and incorporated into this Agreement by this reference. Reimbursement shall be made within forty-five (45) days after Agency's receipt of a signed reimbursement request and approval of the Agency Project Officer, pursuant to Wyo. Stat. § 16-6-602. No reimbursement shall be made for costs incurred before the Effective Date of this Agreement. Should the Recipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, reimbursement under this Agreement may be withheld until such time as the Recipient performs its duties and responsibilities to the satisfaction of Agency.

   D. Costs for travel and expenses incidental to travel shall be reimbursed or used as match at rates not to exceed Recipient's usual and customary rates for Recipient's employees and agents, not to exceed the actual cost to Recipient. Recipient is expected to procure the most cost efficient travel arrangements. Reimbursement for travel and expenses is included in the total reimbursement amount set forth in Section 4(B), above.

E. Recipient shall submit reimbursement requests no less than quarterly, but not more than monthly, to: deq.ap@wyo.gov. Recipient shall submit each reimbursement request within thirty (30) days of the close of each quarter. Recipient agrees to submit a final reimbursement request within thirty (30) days of the expiration of this Agreement.

F. Each request for reimbursement shall include:

(i) A project progress report;

(ii) A completed Reimbursement Request Form, summarizing expenditures by task and object class, provided in Attachment C, Reimbursement Tables, which is attached to and incorporated into this Agreement by this reference; and

(iii) Documentation supporting Recipient expenditures.

G. Each reimbursement shall be conditioned upon the faithful performance of the project reporting described in Section 7(T). of this Agreement and in Attachment A.

H. The Agency shall not be liable to the Recipient for any work performed by the Recipient before the Effective Date of this Agreement, and Recipient hereby expressly waives any and all claims for work performed in expectation of this Agreement before its execution. Further, the Agency shall not be liable to the Recipient for any work performed by the Recipient related to development of the Scope of Work for this Agreement or any subsequent agreement.

5. **Responsibilities of Recipient**. The Recipient agrees to:

A. Perform all of the services and tasks detailed in the Scope of Work in Attachment A.

B. Provide all means to perform the services required by the Agency pursuant to this Agreement including, but not limited to, transportation, clothing and supplies. The Agency shall not be obligated to provide office space or supplies, nor any office or field support staff.

C. Constantly monitor its performance and the performance of its subcontractors and sub-recipients under this Agreement to assure that time schedules are being met, projected work units by time period are being accomplished, and other performance goals are being achieved.

D. Monitor each program, function or activity within the Scope of Work.

E. Disclose and send to the Agency all favorable and unfavorable conditions related to the work performance as soon as the conditions become known. The Recipient shall transmit such disclosures by mail, return receipt requested. The disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed from the Agency to resolve the situation.

F. Allow Agency representatives to make site visits to review program accomplishments and management control systems including Agency approved Quality Assurance/Quality Control plans if this Agreement involves Recipient sampling, analysis and/or data collection and provide such technical assistance as may be required by the Recipient.

G. Provide the Agency with a completed Subaward Data Form Attachment D, which is attached to and incorporated into this Agreement by this reference.

H. Obtain the consent of agricultural producers or the owners of agricultural land to the extent required to ensure compliance with Wyo. Stat. § 16-4-203(d)(xiv). Recipient acknowledges that federal funding for this project requires the Agency to disclose all collected data and project information.

6. **Responsibilities of Agency.** The Agency agrees to:

A. Reimburse Recipient in accordance with Section 4 above.

7. **Special Provisions.**

A. **Administration of Federal Funds.** Recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; 40 C.F.R. Chapters I, IV and VII; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency. The E.P.A. General Terms and Conditions Effective October 1, 2022 may be found at:

https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf

The E.P.A Subaward Policy for E.P.A. Assistance Agreement Recipients may be found at:

https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients

B. **Assumption of Risk.** The Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Recipient's failure to comply with state or federal requirements. The Agency shall notify the Recipient of any state or federal determination of noncompliance.

C. **Civil Rights Obligations.** The Recipient agrees to comply with all applicable EPA civil rights regulations, including:

(i) For Title IX obligations, 40 C.F.R. Part 5; and

(ii) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

These regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

In addition, as a recipient of E.P.A. financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to Limited English Proficient Persons. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (O.C.R.) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at:

https://www.gpo.gov/fdsys/pkg/FR-2004-06-25/pdf/04-14464.pdf

In accepting this Agreement, the Recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The Recipient must be prepared to demonstrate to E.P.A. that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

D. **Contract Work Hours and Safety Standards Act.** Recipient agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

(40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

E. **Copyright License and Patent Rights.** Recipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Recipient purchases ownership using funds awarded under this Agreement. Recipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

F. **Environmental Policy Acts.** Recipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

G. **Equal Employment Opportunity.** Recipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

H. **Funding.**

(i) The Agency funding includes federal and non-federal state funding in an amount not to exceed two hundred eighty-one thousand, two hundred ten dollars ($281,210.00) or one hundred percent (100%) of the Agency costs and seventeen percent (17%) of the Total Project Cost under Catalog of Federal Domestic Assistance Number 66.460.

(ii) The balance of the Total Project Cost will be provided by the Recipient.

(a) Any costs accrued by the Recipient sixty (60) days before the Effective Date of this Agreement may be used as match if those costs were incurred in support of the Scope of Work of this Agreement.

(b) Match costs will not be reimbursed under this Agreement and this clause is not intended to create any obligation for reimbursement or expectation of final approval of this Agreement.

(iii) Funding for this project shall be provided by the State of Wyoming, the United States Government, or both. However, neither the United States nor any of its departments, agencies, or employees is party to this Agreement.

(iv) Recipient shall continuously monitor the activities of its employees, agents, and representatives to assure the Agreement is being administered in accordance with the provisions of this Agreement and all applicable state and federal laws, rules and regulations.

I. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

J. **Kickbacks.** Recipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Recipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

K. **Limitations on Lobbying Activities.** By signing this Agreement, Recipient certifies and agrees that, in accordance with P.L. 101-121, reimbursements made from a federal grant shall not be utilized by Recipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

L. **MBE/WBE Utilization/Reporting.** Recipient agrees that qualified minority business enterprises shall have the maximum practicable opportunity to participate in the performance of this Federal grant-assisted Agreement. The Recipient shall submit, by October 15 of each year and with Recipients' final reimbursement request, the N. P. S. Program Form "319 Project MBE/WBE Reporting Form" to the Agency Project Officer. Recipient agrees to engage in the following affirmative action steps for all subcontracting associated with this Agreement:

(i) The inclusion of qualified minority businesses on solicitation list;

(ii) The assurance that minority businesses are solicited whenever they are identified as potential sources;

(iii) The division of total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority businesses;

(iv) The establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses;

(v) The utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;

(vi) The requirement that each party to a subcontract, subagreement or contract award take the affirmative steps outlined in this Section of this Agreement.

M. **Nondiscrimination.** The Recipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

N. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

O. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form prepared by or for Recipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

The Recipient also agrees to comply with "U.S. E.P.A.'s Clean Water Act Section 319 Non-Point Source Assistance Agreements Public Awareness Terms and Conditions."

P. **Non-Supplanting Certification.** Recipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Recipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

Q. Operation and Maintenance. The Recipient will assure the continued proper operation and maintenance of all management practices that have been funded under this Agreement, unless a particular practice did not function as planned. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The Recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this Agreement requiring that the management practices for the project be properly operated and maintained.

R. Program Income. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

S. Recipient Reporting Requirements. Recipient agrees to submit annual progress reports by December 15 of each year during the duration of this Agreement. Recipient agrees to submit the final reimbursement request within thirty (30) days of the expiration of this Agreement and a final project report within thirty (30) days of the date the final reimbursement request is submitted. The final project report will include all data collected during the period of this Agreement.

T. Reimbursement in Advance of Expenditure. Recipient agrees that it will not request reimbursement in advance of the expenditure(s) on which the request is based. Further, any interest earned by Recipient as a result of receiving a reimbursement in advance of expenditure shall become property of the Agency.

U. Records Retention. Recipient agrees to retain all required records for three (3) years after receiving and/or making final payments and all other pending matters are closed.

V. Suspension and Debarment. By signing this Agreement, the Recipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Recipient agrees to notify the Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

W. Build America, Buy America Act. Recipient acknowledges that, in accordance with P.L. 117-58, none of the funds provided under this award may be used for a project for infrastructure unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

"Infrastructure" includes at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

The Recipient agrees to use as a guide the Office of Management and Budget (OMB) document entitled "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure." The guidance can be found at:

https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf

When necessary, Recipient may apply for, and the Agency may grant, a waiver from these requirements based on criteria outlined in the above referenced OMB guidance. If infrastructure is included in the project, the Recipient agrees to notify the Agency if a waiver is necessary to complete the project as outlined in the project Scope of Work.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the

Recipient which are pertinent to this Agreement. The Recipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Recipient which are pertinent to this Agreement. The Recipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each reimbursement obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Recipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future reimbursements due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The Recipient shall cooperate fully with other contractors and the Agency in all such cases.

G. **Certificate of Good Standing.** The Recipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Recipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Recipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.

H. **Compliance with Laws.** The Recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

I. **Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; Attachment A, Scope of Work, consisting of twelve (12) pages; Attachment B, Project Budget, consisting of five (5) pages; Attachment C, Reimbursement Tables, consisting of five (5) pages; and Attachment D, Subaward Data Form, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Recipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Recipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Recipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Recipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Recipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Recipient or the Recipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail, e-mail or delivery in person at the addresses provided under this Agreement. Notice provided by e-mail shall be delivered as follows:

Agency: Ron Steg, ron.steg@wyo.gov
Recipient: Floren Poliseo, fpoliseo@jacksonwy.gov

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Recipient in the performance of this Agreement. Upon termination of services, for any reason, Recipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** The Recipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Recipient or its subcontractors will violate any such restriction. The Recipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for reimbursement until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Insurance Requirements.** Recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

T. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Recipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

V. **Taxes.** The Recipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

W. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Recipient fails to perform in accordance with the terms of this Agreement.

X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Y. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Z. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

AA. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

BB. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Recipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Todd Parfitt, Director
Department of Environmental Quality

Date

Jennifer Zygmunt, Administrator
Water Quality Division

2/3/25
Date

TOWN OF JACKSON:

Arne Jorgensen, Mayor

Date

Riley Hovorka, Town Clerk

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

Jodi A. Darrough #245582
Jodi A. Darrough, Senior Assistant Attorney General

1-29-25
Date

Attachment A

Gregory Lane Stormwater Infrastructure

Scope of Work

List of Acronyms and Abbreviations

BMP	Best Management Practice
GSI	Green Stormwater Infrastructure
HUC	Hydrologic Unit Code
IR	Integrated Report
MBE	Minority Business Enterprise
NEPA	National Environmental Policy Act
NPS	Nonpoint Source
O&M	Operation and Maintenance
QAPP	Quality Assurance Program Plan
SAP	Sampling and Analysis Plan
SBHCD	South Big Horn Conservation District
SGCA	Sage Grouse Core Area
SOP	Standard Operating Procedures
SPET	Special Purpose Excise Tax
TMDL	Total Maximum Daily Load
WBE	Women Business Enterprise
WDA	Wyoming Department of Agriculture
WDEQ	Wyoming Department of Environmental Quality
WGFD	Wyoming Game and Fish Department
WQ	Water Quality

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PROJECT SUMMARY		
Project Title	**Gregory Lane Stormwater Infrastructure**	
Project Synopsis	The Town of Jackson is reconstructing Gregory Lane as a complete street corridor along with upgrades to water, wastewater, and stormwater infrastructure. The stormwater improvements are needed for adequate snow and stormwater drainage, and will be designed and constructed as either green stormwater infrastructure (GSI) or traditional grey infrastructure with one or more in-system treatment unit(s) with the goal of reducing pollution from urban snow/stormwater runoff to Flat Creek, which is listed as impaired for sediment on 303(d).	
Sponsor Contact Information	**Organization Name**	Town of Jackson
	Primary Contact Name	Floren Poliseo
	Primary Contact Title	Public Works Director
	Street Address	450 W Snow King Ave
	City, State, Zip Code	Jackson, WY, 83001
	Phone	307-734-3568
	Email	fpoliseo@jacksonwy.gov
Latitude(s), Longitude(s)	43.4618, -110.7977	
County(ies)	Teton	
Watershed Name(s)	Flat Creek, within Greys-Hoback	
HUC 8(s)	17040103	
Waterbodies Impacted (Indicate impairment status)	Flat Creek (impaired; Habitat Alteration)	
Watershed-Based Plans	Flat Creek Watershed Management Plan (2019; Teton Conservation District) Surface Water Drainage Infrastructure Master Plan (2001; Town of Jackson)	
Project Type	Watershed Project	
Functional Categories	BMP Implementation	
Pollutant Sources Addressed	Urban Runoff; Roads; Other	
Pollutants Addressed	Sediment; Hydrocarbons	
Estimated Timeframe	**Project Start**	January 2025
	Project Finish	December 2026
Funding Summary	**DEQ Funds**	$281,210.00
	Nonfederal Match Funds	$1,418,790.00
	Total Project Cost	$1,700,000.00
	Other Federal Funds	$0.00

1. PROJECT PURPOSE AND BACKGROUND

Purpose and Need: This project will implement stormwater improvements to a multi-use roadway corridor in the town to provide adequate snow and stormwater drainage and treatment and mitigate sedimentation and pollution impacts to Flat Creek and the Snake River. The Gregory Lane corridor is a busy multi-use roadway that is currently an untreated non-point source of pollution.

Water Quality Problem Addressed: Gregory lane is a busy, partially industrial and commercial corridor in east Jackson in close proximity to Flat Creek. Due to heavy vehicle traffic frequenting the industrial businesses along the roadway, urban stormwater runoff into Flat Creek is a top concern. Flat Creek has remained 'threatened' on the 303(d) list since 1996.

Water Quality and Wyoming: This project will reduce pollution contributions to an impaired creek, protect natural assets and the ecosystems they support, benefit downstream communities and the region at large, and align stormwater initiatives with other capital needs. Jackson is a hub for outdoor recreational tourism due to its proximity to the National Parks, forests, and wildlife refuges, with visitors driving the economic growth of both the region and the state. As tourist visits and traffic through the Town continue to climb year after year, the pressures on Wyoming's natural resources and systems continue to grow. To protect natural assets and properly balance environmental health with economic growth, more investment is needed into reducing sedimentation and pollution impacts to waterways. Flat Creek drains into the Snake River, an important source of irrigation water for potatoes, sugar beets, and other crops. Snake also supports a vibrant recreation industry itself. New storm water infrastructure will mitigate the negative impacts of heavy and urban traffic through the corridor on these important waterways and their downstream communities.

Goals: Reduce pollution and sedimentation from urban snow/stormwater runoff to Flat Creek, protect the health of waterways and agricultural products, support future capital construction of roadway improvements.

2. PROJECT PLANNING

-The Town is still implementing projects identified in its Surface Water Drainage Infrastructure Master Plan (2001), including in-line stormwater treatment units at specific locations in Town.
-The Revised Flat Creek Watershed Management Plan (2019, Teton Conservation District) identifies several proposed practices that this project will support or achieve. Within the Flat Creek Watershed Management Plan, 319 funds were identified as a funding opportunity.
-This project aligns with a few policies and strategies outlined in the updated Jackson/Teton County Comprehensive Plan (2020), related to water quality and quality community service provision.
-The Town is currently developing a Stormwater Management Program to more broadly reduce stormwater pollution through voluntary efforts that are modeled after EPA's 6 Minimum Control Measures for MS4 communities. Development of this Program was funded in part by 319 funds, and

Town anticipates the Program will be published in 2024-2025. The Gregory Lane stormwater infrastructure improvements will utilize any new initiatives and local requirements that are set forth in the Program.
-The Town's Stormwater Management Program will additionally dovetail with the stormwater aspects of a new Teton County Water Quality Master Plan that is in concurrent development and near completion.

Alternative Planning Requirements were Satisfied through:

Alternative Plan Component	Document / Page Number
Identify the causes and sources of the water quality problem or threat to the unimpaired waters	Flat Creek Watershed Management Plan / 15
Watershed project goals and how those goals will be met	Flat Creek Watershed Management Plan / 6, 68
Schedule and Milestones for implementation	Flat Creek Watershed Management Plan / 41
Proposed management measures (including operation and maintenance) and how they will address the water quality problem/threat	Flat Creek Watershed Management Plan / 38
Water quality results monitoring component	

3. PROJECT SCOPE OF WORK, OUTCOMES, AND DELIVERABLES

Install green stormwater infrastructure (GSI) or traditional grey infrastructure with one or more in-system treatment unit(s) to remove pollutants from stormwater runoff and improve the water quality of discharges to the creek. This heavily-trafficked, partially industrial corridor currently lacks storm water management infrastructure. The corridor has an extensive area of unpaved dirt/gravel surfaces including unpaved road shoulders and vast unpaved parking/operations lots. many industrial businesses line the corridor, including contractors, automotive body shops, a lumber yard, and a propane supplier. Heavy snow and rainfall in the corridor poses major concerns to waterway health due to the proximity of Flat Creek, heavy vehicle traffic, and this lack of critical infrastructure. Pollutants and sediments may easily wash into the waterway, posing sedimentation and contamination concerns.

Implementing stormwater management infrastructure will mitigate these sources of runoff into Flat Creek. By laying the foundation for future roadway improvements including sidewalks and road shoulders, the project will further protect the health of Flat Creek, Snake River, and downstream communities making it a long-term solution for waterway protection.

Impervious, urban areas within the Town of Jackson often drain to stormwater conveyance systems prior to discharge to Flat Creek. Stormwater runoff from the Gregory Lane corridor is currently untreated. The proposed infrastructure upgrade will manage stormwater runoff from approximately 68 acres within the town boundary. Treatment should provide an estimated 80% reduction in sediment, and a 90% reduction in hydrocarbons that would otherwise discharge directly to the impaired reach of Flat Creek.

Other opportunities for this project include: piloting GSI best practices that have not yet been explored in the region to determine its replicability in future public right-of-way projects; and considering how the Town might connect private property runoff to the public system to improve the health of the Creek near this corridor.

4. TASK TABLE

TASK	TITLE	DESCRIPTION	DELIVERABLES
1	Administration	Administer project efficiently and effectively, submit reimbursement requests, keep all records, file all reports, and obtain any necessary permits. Participate in financial audits as needed.	Reimbursement requests, complete progress reports with each reimbursement request, annual reports, annual MBE/WBE reports, final project report, other documentation as requested.
2	BMP Implementation (Construction)	All activities related to construction of the stormwater BMP including materials, installation (labor), construction management, and any connections of new/existing conveyance to and from the system.	Invoices, Pay Applications, etc. to support reimbursement requests. Final completion of desired stormwater BMP infrastructure installation.

5. PROJECT EVALUATION

Monitoring is conducted by the Teton Conservation District per the Flat Creek Sampling and Analysis Plan. It includes total solids and turbidity, as well as heavy metals, minerals, and nutrients. These data show a continuous record of turbidity in the Gregory Lane area. Ongoing monitoring here can help demonstrate pollution reductions resulting from the stormwater system improvements. Pollutant load reduction estimates can be provided at the end of the project.

The Town's Stormwater Management Program (in development) will also include recommendations for enhancing the current monitoring program to ensure meaningful data is collected to help inform an optimal strategy for improving water quality of the Creek.

Finally, completing a project that is listed as a proposed activity in the Watershed Plan indicates we are one step closer to success.

Operation and Maintenance (O&M) Needs: Town staff currently maintain stormwater management assets. The Town's Stormwater Management Program (in development) will include information about operational and organizational needs, gaps, and resource opportunities. Until the Town's staffing and funding plan is updated, maintenance will continue to be performed by current staff along with current assets.

6. PERMITS

No required permits are identified for this project.

Town of Jackson is committed to obtaining any additional required environmental permits it becomes aware of during the course of this project.

7. PARTNERS

PARTNER	CONTRIBUTION(S)
Consultants and construction contractors	Cash match and grant reimbursement - construction and construction management. Also prior work with the Town in technical assistance for stormwater program development and engineering consultant project design.
tax-paying citizens	Special Purpose Excise Tax (SPET) funding through sales tax approved by voters for allocation to the project.
Teton County	The Regional Transportation Planning Administrator (County staff) manages planning studies related to this corridor.

8. ANTICIPATED NONFEDERAL MATCH FUNDING SOURCES

SOURCE	AMOUNT	STATUS
Town SPET and Capital funds	$1,400,000	Secured - included in Adopted FY25 Budget
TOTAL MATCH	**$1,400,000**	

9. OUTREACH AND EDUCATION

The design scope for this project includes significant stakeholder and citizen engagement. Water quality is a high-interest topic in the community, and the Town and County have already involved the public extensively over the last few years by hosting focus area input sessions and education on expert analysis and findings in multiple projects related to wastewater treatment, stormwater management, and water supply resources. In addition to serving as a major industrial thoroughfare, Gregory Lane is also a popular route to nearby schools for children and families living nearby. Thus, the outreach process has and will continue to involve engagement with schools and families to ensure that the project supports easier and safer walking access to school.

If GSI is incorporated in this project, it can serve as a model for advancing the Town's approach from grey infrastructure treatment systems to improved source controls that provide multiple benefits beyond pollution reduction. If GSI is determined infeasible to incorporate, then public education will include the continuance of the Town's efforts to complete water quality projects that were identified in prior plans and how these efforts support newer overarching stormwater management and water quality initiatives.

Additionally, because this project is adjacent to local public schools, it could provide a nearby on-site educational opportunity for students.

10. GREATER SAGE GROUSE CORE AREA (SGCA) PROTECTION

No part of this project falls within a SGCA; no additional requirements apply to this project.

11. OTHER INFORMATION

12. MILESTONE TABLE

MILESTONE	2024 Q4	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3
project design complete	X							
construction contract award		X						
project construction			X	X			X	X

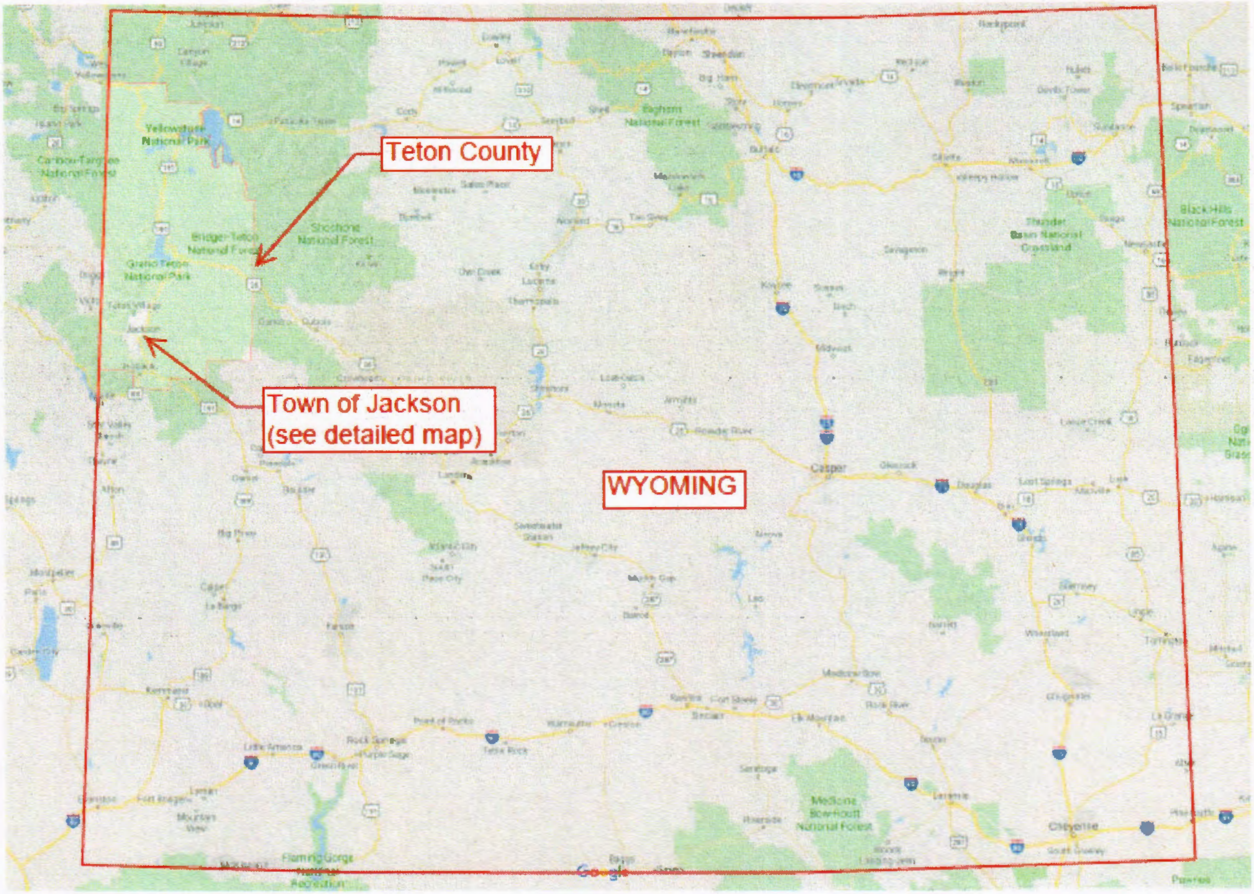
13. CONFIRMATION STATEMENTS

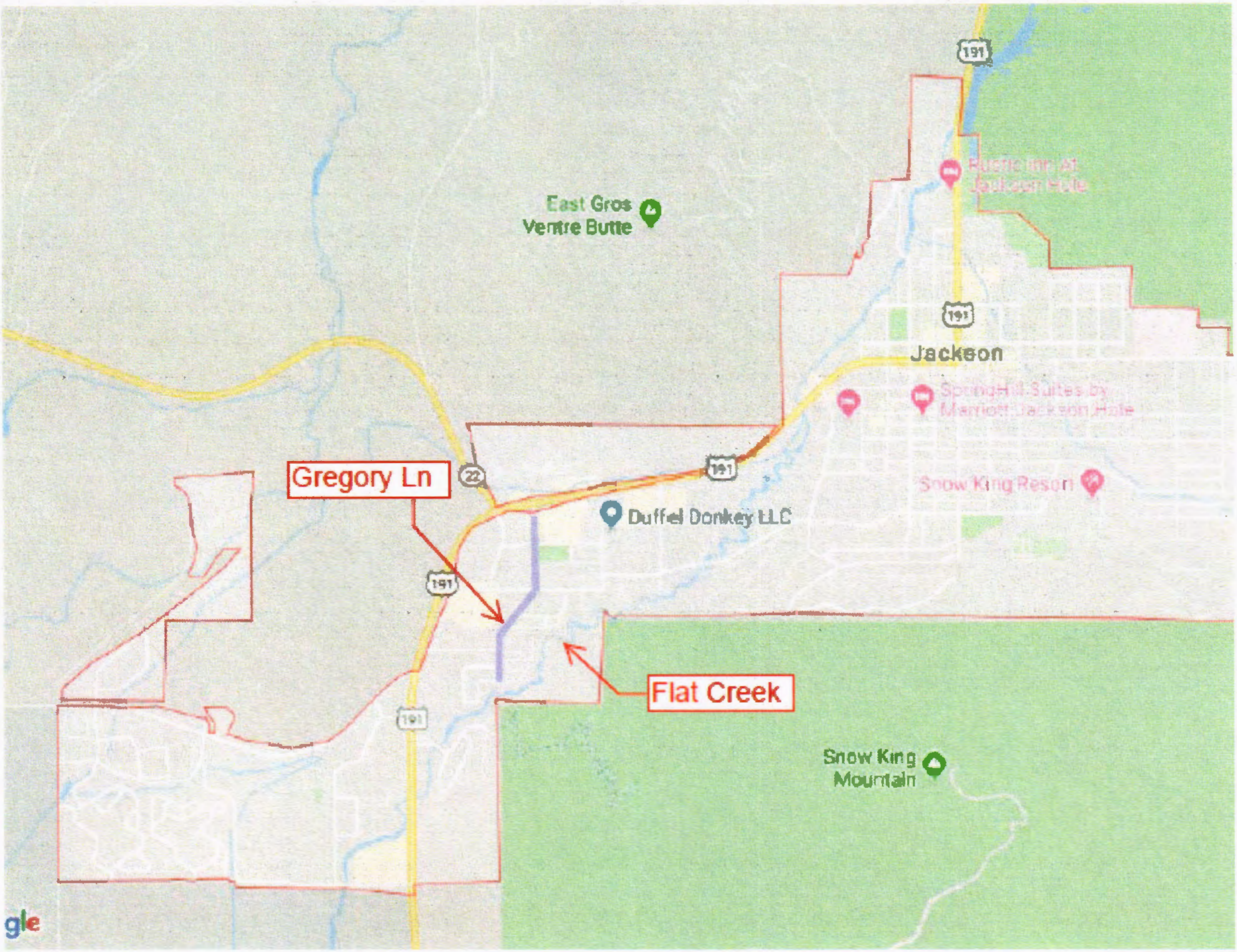
This project does not duplicate or replicate activities already being conducted by other agencies/organizations. If similar activities are being undertaken in the watershed, this project complements those efforts but does not duplicate them.

Awarded funds will not be used to assume other agencies' responsibilities for activities being carried out in the project watershed.

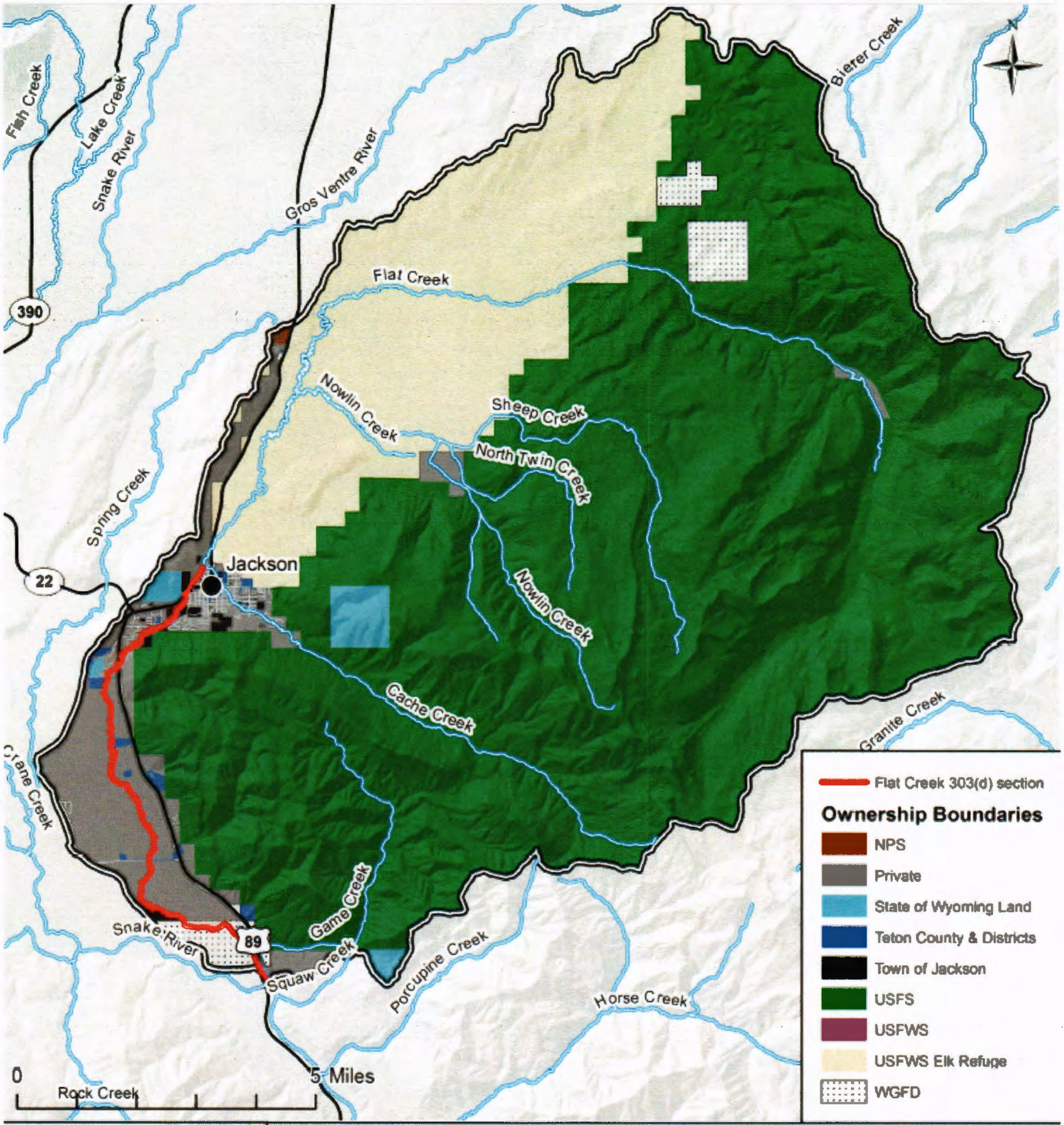
The project sponsor is aware of the following Wyoming State Statutes regarding collection of resource data and public records: Wyoming Statute W.S. 6-3-414 (Trespassing to Collect Data) and Wyoming Statute W.S. 16-4-201 through 16-4-205 (Public Records).

14. PROJECT MAP(S)


Teton County
Town of Jackson (see detailed map)
WYOMING


East Gros
Ventre Butte
Jackson
Gregory Ln
Duffel Donkey LLC
Snow King Resort
Flat Creek
Snow King
Mountain
191
22


Gregory Lane
stormwater
drainage area
(orange shaded)
Flat Creek
67.70 acre
State of Wyoming
Middle School
Elementary School
Teton County



Teton Conservation District Est. 1946

Map 8: Flat Creek Section on 303(d) List

Data Sources

Section on 303(d) List: Wyoming Department of Environmental Quality (2014). Wyoming's 2014 Integrated 305(b) and 303(d) Report. Accessed on 11/04/2018 from: http://www.natronacountyconservationdistrict.com/images/2014-Integrated-305b-and-303d-Report.pdf

Ownership layer: Teton Country, WY (2018). Ownership: ownership.shp [shapefile]. Accessed 31 May 2018 from http://tetonwy.greenwoodmap.com/gis/download/.

Attachment B

Gregory Lane Stormwater Infrastructure

Project Budget

LIST OF ACRONYMS

BMP	Best Management Practice
MBE	Minority Business Enterprise
NPS	Nonpoint Source
OFF	Other Federal Funds
WBE	Woman Business Enterprise

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TASK 1	ADMINISTRATION						
DELIVERABLES	Reimbursement requests, complete progress reports with each reimbursement request, annual reports, annual MBE/WBE reports, final project report, other documentation as requested. In-kind resources (i.e. staff time) to complete this task were not included in the project budget.						
PARTIES RESPONSIBLE FOR COMPLETING TASK	Town staff and hired construction administration consultant						
INCLUSIVE DATES	Life of project						
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) PERSONNEL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2) SUPPLIES AND EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3) CONTRACTUAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4) OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL DIRECT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INDIRECT				$0.00		$0.00	$0.00
TASK TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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TASK 2	BMP IMPLEMENTATION (CONSTRUCTION)						
DELIVERABLES	All activities related to construction of the stormwater BMP including materials, installation (labor), construction management, and any connections of new/existing conveyance to and from the system.						
PARTIES RESPONSIBLE FOR COMPLETING TASK	Town's hired construction contractor and construction administration consultant.						
INCLUSIVE DATES	Life of project						
Cost Category	**319 Federal Funds**	**Non-federal Cash Match**	**Non-federal In-Kind Match**	**Total Match**	**Other Federal Funds (OFF)**	**Total NPS Cost (319 Funds + Match)**	**Total Cost (including Other Federal Funds)**
1) PERSONNEL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2) SUPPLIES AND EQUIPMENT	$0.00	$350,000.00	$0.00	$350,000.00	$0.00	$350,000.00	$350,000.00
3) CONTRACTUAL	$281,210.00	$1,068,790.00	$0.00	$1,068,790.00	$0.00	$1,350,000.00	$1,350,000.00
4) OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL DIRECT	**$281,210.00**	**$1,418,790.00**	**$0.00**	**$1,418,790.00**	$0.00	**$1,700,000.00**	**$1,700,000.00**
INDIRECT				$0.00		$0.00	$0.00
TASK TOTAL	**$281,210.00**	**$1,418,790.00**	**$0.00**	**$1,418,790.00**	$0.00	**$1,700,000.00**	**$1,700,000.00**

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PROJECT BUDGET SUMMARY							
Cost Category	319 Federal Funds	Non-federal Cash Match	Non-federal In-Kind Match	Total Match	Other Federal Funds (OFF)	Total NPS Cost (319 Funds + Match)	Total Cost (including Other Federal Funds)
1) PERSONNEL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2) SUPPLIES AND EQUIPMENT	$0.00	$350,000.00	$0.00	$350,000.00	$0.00	$350,000.00	$350,000.00
3) CONTRACTUAL	$281,210.00	$1,068,790.00	$0.00	$1,068,790.00	$0.00	$1,350,000.00	$1,350,000.00
4) OTHER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL DIRECT	**$281,210.00**	**$1,418,790.00**	**$0.00**	**$1,418,790.00**	**$0.00**	**$1,700,000.00**	**$1,700,000.00**
INDIRECT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TASK TOTAL	**$281,210.00**	**$1,418,790.00**	**$0.00**	**$1,418,790.00**	**$0.00**	**$1,700,000.00**	**$1,700,000.00**

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Attachment C

Gregory Lane Stormwater Infrastructure

Reimbursement Tables

LIST OF ACRONYMS

MBE	Minority Business Enterprise
NPS	Nonpoint Source
OFF	Other Federal Funds
WBE	Woman Business Enterprise

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TASK 1	ADMINISTRATION						
DESCRIPTION OF ACCOMPLISHMENTS							
PARTIES RESPONSIBLE FOR COMPLETING TASK							
INCLUSIVE DATES							
COST CATEGORY	319 Federal Funds	Nonfederal Cash Match	Nonfederal In-Kind Match	Total Match	Other Federal Funds (OFF)	Total NPS Cost (319 + Match)	Total Cost (Total NPS + OFF)
1) PERSONNEL							
2) SUPPLIES AND EQUIPMENT							
3) CONTRACTUAL							
4) OTHER							
TOTAL DIRECT							
INDIRECT							
TASK TOTAL							

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TASK 2	BMP IMPLEMENTATION (CONSTRUCTION)						
DESCRIPTION OF ACCOMPLISHMENTS							
PARTIES RESPONSIBLE FOR COMPLETING TASK							
INCLUSIVE DATES							
COST CATEGORY	319 Federal Funds	Nonfederal Cash Match	Nonfederal In-Kind Match	Total Match	Other Federal Funds (OFF)	Total NPS Cost (319 + Match)	Total Cost (Total NPS + OFF)
1) PERSONNEL							
2) SUPPLIES AND EQUIPMENT							
3) CONTRACTUAL							
4) OTHER							
TOTAL DIRECT							
INDIRECT							
TASK TOTAL							

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REIMBURSEMENT SUMMARY							
COST CATEGORY	319 Federal Funds	Nonfederal Cash Match	Nonfederal In-Kind Match	Total Match	Other Federal Funds (OFF)	Total NPS Cost (319 + Match)	Total Cost (Total NPS + OFF)
1) PERSONNEL							
2) SUPPLIES AND EQUIPMENT							
3) CONTRACTUAL							
4) OTHER							
TOTAL DIRECT							
INDIRECT							
TASK TOTAL							

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ATTACHMENT D
SUBAWARD DATA FORM

Pursuant to 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)); 2 CFR sections 200.505, 200.521, and 200.331; program legislation; and federal awarding agency regulations and terms and conditions of the award, DEQ is notifying you that the accompanying agreement is a sub-award of federal funds. We are required to inform you of the following data elements:

- Federal Award ALN (CFDA): 66.460
- Sub-recipient name: Town of Jackson
- Sub-recipient's unique entity identifier (UEI): ______________________
- Federal Award Identification Number: C900863024
- Federal Award Date: 08/29/2024
- Sub-award Period of Performance Start and End Date: Effective Date-09/08/2029
- Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity: $281,210.00
- Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act: This agreement provides support to the State of Wyoming to implement its nonpoint source management program, focusing on watersheds with water quality impairments caused by polluted runoff from nonpoint sources. Nonpoint source implementation projects include a variety of structural and non-structural best management practices (BMPs), watershed planning, monitoring, technology demonstrations, and a variety of education/outreach programs.
- Name of Federal awarding agency: US Environmental Protection Agency
- Name of pass-through entity and contact information for awarding official of the Pass-through entity:

Wyoming Department of Environmental Quality (WDEQ)
200 West 17th Street, Suite 400
Cheyenne, WY 82002

WDEQ Awarding Official:
Kimber Wichman
Management Services Administrator
kimber.wichmann@wyo.gov
307-777-7198

ALN Number and Name: 66.460 – Nonpoint Source Implementation Grant

- Identification of whether the award is R&D: This is not and R&D Award
- Indirect cost rate for the Federal award: $0.00

Federal Funds	Recipient Match Funds	Total Funds
$281,210	$1,418,790.00	$1,700,000

Please complete the data element "Sub-recipient's unique entity identifier" highlighted above, the Federal Funding Accountability form below, and return. The entity identifier should be a UEI from SAM.gov.

Federal Funding Accountability and Transparency Act Recipient Disclosures

Entity Name: ______________________________

UEI Number: ______________________________

Entity Address: ______________________________

Federal Award Amount: ______________________________

Award Title: ______________________________

Location of Performance Under the Award: ______________________________

(Postal Address or Geographic Description) ______________________________

____

City: ______________________________

County: ______________________________

State: ______________________________

1. Did the entity receive 80% or more of its annual gross revenues in federal awards?

   ☐Yes ☐No (If yes, go to item 2; if no, skip to item 5)

2. Did the entity receive $25 million or more in annual gross revenues from federal awards?

   ☐Yes ☐No (If yes, go to item 3; if no, skip to item 5)

3. Does the public have access to information about compensation for the five highest paid executives through periodic reports filed under §13(a) or §15(d) of the Securities Exchange Act of 1934 or §6104 of the Internal Revenue Code of 1986?

   ☐Yes ☐No (If yes, go to item 4; if no, skip to item 5)

4. Complete the following:
   Name and Title of Five Highest Paid Executives — Total Annual Compensation

   ____
   ____
   ____
   ____
   ____

5. I certify that the information provided above is, to the best of my knowledge, true and correct:

   ____
   Signature and Date

STAFF REPORT

Meeting Date:	March 3, 2025	Meeting Title:	Town Council Regular Mtg - Consent
Submitting Department:	Administration	**Presenter:**	Tanya Anderson
Agenda Item:	Request for Proposals for Greenhouse Gas Inventory	**Public Comment:**	Yes

Purpose & Policy Considerations.
Council approves all Requests for Proposals (RFPs) prior to their release.

Requested Action.
Consider and approve release of RFP for a Greenhouse Gas (GHG) Inventory.

Recommendations.
Staff recommends releasing the Request for Proposal for a Local Government Operations (LGO) and Community-wide GHG Inventory.

Background.
In 2008 and 2018, a community-wide GHG inventory was conducted, using data from 2007 and 2017 respectively. Data is updated annually for the Teton County Indicator Dashboard. It provides a broad understanding of the relative responsibility of different sectors to local GHG emissions, and how that has changed over time.

The Town of Jackson is a member organization of ICLEI, the International Council for Local Environmental Initiatives. ICLEI recommends doing GHG inventories annually or bi-annually. The Town of Jackson Sustainability Plan, accepted by Council on July 1, 2024, includes a strategy to complete a professional GHG inventory within the first year of implementation, and every five years thereafter. $75,000 was allocated to the Ecosystem Stewardship budget in fiscal year 2024 for professional services, primarily for a GHG inventory. Completing a new inventory is an important milestone in the accountability section of the Sustainability Plan.

The Town of Jackson has measured our electricity, gas, propane, and fuel consumption since 2008. Staff have reported out on changes in energy efficiency and fuel efficiency each year that result from conservation strategies we have implemented. As a result, in fiscal year 2022, Town vehicles were 60% more efficient than they were in fiscal year 2008, and Town buildings were more than 40% more efficient. These reports have measured efficiency rather than emissions. Many of the Municipal goals and targets within the new town of Jackson Sustainability Plan are related to reducing emissions from Town operations. Including a Local Government Operations (LGO) inventory will help the Town convert the data we already have to a system that also tracks emissions, which may grow even as we become more efficient.

Analysis.
There are many consultants and firms that conduct GHG inventories and can do it more efficiently than Town staff. Combining an LGO and community-wide GHG inventory provides efficiencies of scale and ensures that the same methodology is used for both. The RFP is designed to provide a template that staff can use to update emissions reports annually.

Staff recommends Council approve and release the attached RFP for an LGO and community-wide GHG inventory.

Possible Alternatives.
- Council could direct staff to change the scope of the project and return with a different RFP.
- Council could reject the RFP and direct staff to stop work on the project.

Comprehensive Plan & Priority Alignment.

<u>Town of Jackson Sustainability Plan – Accountability Section - Strategies</u>

- <u>Complete a Local Government Operations (LGO) and Community-wide GHG inventories within one year of adoption</u>
  The most recent formal community-wide GHG inventory for Teton County was completed in 2017 and is becoming outdated. The Town of Jackson gathers data on municipal energy, fuel, and water consumption, but has never completed a formal LGO GHG inventory. We should complete an LGO and Community-wide GHG inventory within one year of adoption of the Town Sustainability Plan to provide the baseline data we need to measure success.
- <u>Create or improve LGO and community-wide GHG emissions data collection</u>
  Using data from the LGO and Community-wide GHG inventories, we can create or improve systems for collecting and recording data to track our progress. Efficient systems will enable us to gather the information necessary to meet our reporting and communications targets.

Fiscal Impact.

The LGO and community-wide GHG emissions inventory is estimated to cost $75,000 or less. $75,000 was allocated to the Ecosystem Stewardship budget in Fiscal Year 2025 for professional services.

Staff Impact.

It took staff 8 hours to coordinate stakeholder meetings for the community-wide portion of this RFP, draft the RFP, and draft this staff report. It will take staff an estimated 10 hours to review proposals, select a firm, and negotiate a contract, and 15-20 hours to work with the selected firm as they complete the inventory.

Attachments or Links.

RFP for Local Government Operations and Community-wide GHG Inventory

Suggested Motion.

I move to approve the release of the RFP for a Local Government Operations and Community-wide Greenhouse Gas Inventory.

CALL FOR Experienced Greenhouse Gas Inventory Professionals

REQUEST FOR PROPOSALS. JACKSON, WYOMING

Requested By:	Town of Jackson
Proposal Due Date:	5:00 PM MST March 31st, 2025
Proposal Submission:	via e-mail or hard copy delivered by hand or delivery service to: Town of Jackson C/O: Riley Hovorka 150 Pearl Avenue P.O. Box 1687 Jackson, WY 83001 rhovorka@jacksonwy.gov
RFP Available from:	March 4th, 2025
Contact and Questions:	Tanya Anderson, Ecosystem Stewardship Administrator tanderson@jacksonwy.gov

The Town of Jackson reserves the right to **reject any or all responses submitted**, in whole or part, and to waive any informalities.

I: SUMMARY

The Town of Jackson intends to enter into a contract with a consultant to conduct a Local Government Operations (LGO) and Community-wide Greenhouse Gas (GHG) Inventory.

A: BACKGROUND AND PURPOSE

The Town of Jackson is a community in Northwest Wyoming with just over 10,000 residents. It is the sole municipality within Teton County, Wyoming, whose population, including the Town of Jackson, is just over 23,000 residents. Community-wide GHG Inventories were conducted in 2008 and 2018, using data from 2007 and 2017, respectively. Annual updates using the same methodology are published in annual indicator reports, currently in the form of an online Comprehensive Plan Indicator Dashboard.

The Town of Jackson has engaged in emissions reduction and sustainability efforts since 2006. It has tracked efficiency in an Energy Efficiency Snapshot that is posted on the Town's website. GHG emissions are not included in these snapshots. Rather, the Town has recorded changes in efficiency, measured in British Thermal Units (BTU) per square foot for Town facilities, miles per gallon or hours per gallon for fuel efficiency, gallons of water consumed per fixture, waste diversion and recycling, BTU per gallon of potable water pumped, and BTU per gallon of wastewater treated. Solar energy production is tracked. Beginning in FY24, the Town also began tracking printing and consumption of electricity and natural gas by Town-owned buildings leased to others. In the summer of 2023, a survey of Town of Jackson staff commuting habits was completed. Data will be made available to the selected proposer.

Town Council passed a Net Zero by 2030 Resolution on April 6th, 2020, and accepted a new Sustainability Plan on July 1, 2024. As the Town works to meet both the municipal targets and community-wide targets set within the Sustainability Plan and the Net Zero by 2030 Resolution, it seeks to contract a business or organization to conduct an LGO and Community-wide GHG Inventory. Data from past inventories and reports will be made available to the selected business or organization.

II: STATEMENT OF WORK

A: Intent

The Town of Jackson intends to award a contract for an LGO and Community-wide GHG Inventory.

B: Scope of Work

The Town of Jackson seeks a firm to conduct a GHG Inventory. The inventory should include an assessment of emissions from government operations for the Town of Jackson as well as an assessment of emissions from different sectors for the larger community, defined as all of Teton County except for areas west of Teton Pass and Yellowstone National Park. The selected firm will be expected to meet with Town staff prior to embarking on the inventory, provide a clear timeline and regular progress reports, produce a draft report for review at least two weeks prior to completion, and submit a final report. Preference will be given to proposers that can complete the work in a timely manner. A copy of the previous GHG inventory is available upon request.

The final report should include the following:

- An introduction to the inventory and overview of methods
- A detailed GHG Inventory of Local Government Operations for the Town of Jackson, including:
    - Town of Jackson facilities emissions
    - Town of Jackson operations emissions, including water production and wastewater treatment
    - Town of Jackson vehicle emissions
    - START bus transit emissions
    - Emissions from land-use on Town-owned land
    - Town of Jackson emissions from waste production
    - Town of Jackson emissions reduction from recycling and diversion practices
    - Town of Jackson emission reduction from town-owned renewable energy production
    - Emissions from Town buildings leased to others
    - Emissions from staff commutes by Town of Jackson employees
    - Town of Jackson emissions from office paper use and printing
- A detailed community-wide GHG inventory, including:

    - Surface transportation emissions
    - Air transportation emissions
    - Methane (natural gas) emissions, including emissions from pipeline leakages and flaring
        - Broken down into commercial and residential sectors
    - Electricity emissions
        - Broken down into commercial and residential sectors
    - Waste emissions and emissions reduction attributed to recycling and diversion
    - Land use emissions based on land use categories that can be easily updated annually
- Breakdown of emissions that can reasonably be attributed to:
    - Tourism
    - Construction
- A methodology and system for tracking and calculating LGO and community GHG emissions in future years that is replicable and can be updated by staff annually. A description or training manual for how to update and manage data should be included.

Inventories should use standardized methodology such as ClearPath or equivalent so that our local emissions can be compared to other communities. When this methodology differs from the methodology used in the previous inventories, estimates from previous inventories should be updated so that the data can be compared. Subcategories that are not included in standardized methodology can be provided separately.

Proposals should include a description of the methodologies that will be used and why those methodologies are preferred. They should also detail how emissions from electricity will be calculated and why, such as using the energy mix from purchased power or using an energy mix from a regional average. Proposals that are able to account for the difference in emissions from electricity from Tier 1 and Tier 2 power, as purchased through Lower Valley Energy, will receive higher points. Proposals may also include recommendations and estimated costs for tracking emissions from food, the reuse economy, and commercial deliveries.

C: Qualifications

The proposer must have the experience and knowledge necessary to supply the work and perform services specified in this RFP, and the time and capacity to complete the project within the mutually agreed timeline set within the final contract. If the greenhouse gas inventory requires travel, any transportation and accommodation costs must be included within the proposal.

D. Project Budget

Proposers should include a detailed budget in their proposal. The Town of Jackson may choose to eliminate or delay some items within the proposal to reduce the budget.

III. SELECTION PROCESS AND TIMELINE

A: Timeline and Process

A selection committee will review the proposals. The committee may select consultants for further consideration or may directly select and negotiate for a scope of service with the leading candidate. If more than one proposal is considered, then interviews may be conducted, or additional information requested. The schedule is contingent upon the Town of Jackson's project schedule and may be changed at any time. The selection process will proceed on the following schedule:

March 4, 2025 – RFP released.

March 14, 2025 – Questions must be received.

March 24, 2025 – Questions will be answered.

March 31, 2025 – Deadline for RFP submittal.

- Proposals must be received at the Town of Jackson by 5:00 PM MST March 31st, 2025. Proposals may be transmitted via e-mail or hard copy delivered by hand or delivery service (Fed /Ex etc.) to Town of Jackson, C/O: Riley Hovorka, 150 Pearl Avenue, P.O. Box 1687, Jackson, WY 83001. Please email submissions to rhovorka@jacksonwy.gov.

- The Town of Jackson cannot accept responsibility for delayed delivery of proposals so please plan accordingly.

May 2, 2025 – Review and Selection of Proposal

- The selection panel will select the consultant from proposals received. This process will include a review of proposals, references, and other information as necessary. The Town of Jackson may conduct interviews with the potential consultant(s) if applicable. In making this selection, the Town of Jackson reserves the right to request information from any proposer to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Town of Jackson also reserves the right to make a selection without conducting interviews.
- One finalist will be identified based on the selection criteria listed below and enter into an agreement with the Town of Jackson and produce a final report.

B: Submittal Requirements

Proposers are invited to submit a proposal at their own cost. The Town of Jackson assumes no obligation of any kind for expenses incurred by any respondent to this solicitation.

a) Proposals submitted electronically must be submitted through the Town Clerk, Riley Hovorka, at rhovorka@jacksonwy.gov and must be compiled into a single Word or .pdf document named "Energy Audit – [proposer company name]".
b) Proposals must be received by 5:00 PM MST March 31st, 2025, in order to be considered.
c) Proposals should be submitted as follows:

Section 1:
Eight (8) page maximum proposal response to the RFP. Cover letters will be considered part of the maximum page limit. Proposals should include:

a. Statement of Approach: What data do you plan to include? What data do you anticipate will be actual vs. estimated? What methodology will be used?
b. Statement of Qualifications: Information on prior experience conducting emissions inventories
c. Unique Offering: Explanation of unique value offerings relative to other firms.
d. Project timeline: When will the project commence, what are the benchmarks, and when will a final product be provided?
e. Cost Proposal: Overall project cost, itemization, and payment timeline.

Section 2:

a. Three (3) resumes maximum that must include the project manager/ team leader. Two (2) page maximum per resume.
b. Two (2) examples of previous work.
c. Two (2) professional references.
d. List of all subcontractors, if needed.

C: Selection Criteria

The Selection Panel will refer to the criteria listed below while evaluating qualifications.

EVALUATION CRITERIA	POINT VALUE
Project Approach – What is the ability of the proposer to deliver a successful report within a designated timeline? Does the proposer understand the project goals? Does the proposer propose an innovative approach to the project? How timely will the project be completed?	30
Budget – Is the proposal cost-effective for the scope of work? Is the budget realistic? How will the budget be affected if some items are eliminated? The Town of Jackson may choose to eliminate or delay some items within the proposal.	20
Work-related Experience – Does the proposer have experience doing greenhouse gas inventories or similar work? What is the quality of the examples of previous work included in the application? Does previous experience include work with rural communities and communities with tourism-based economies?	15
Personnel Qualifications – How well does the team work together? D the personnel have previous training and experience relate to the proposed scope of work? Experience may include educational background, training and certificates; relevant employment, military, and volunteer experience; traditional ecological knowledge; and other qualifications.	15

Quality of past project references – How strong and relevant are the references provided for similar work? Are the references for projects with a similar scope of work?	10
Sustainability – Does the proposer demonstrate commitment to sustainability through organizational practices? Does the proposal include actions to reduce emissions in the scope of work?	5
Overall Quality of application – Does the proposal follow directions in the Request for Proposal? What is the overall quality of the proposal?	5
TOTAL MAXIMUM SCORE	**100**

IV. LEGAL

Any and all documents submitted to the Town of Jackson may be deemed public records subject to examination and inspection by third parties.

The Town of Jackson reserves the right to:

- Reject any or all proposals or accept what is, in its judgment, the proposal which is in the Town of Jackson’s best interest.
- Accept a late submittal or waive any technical defects or irregularities in any or all proposals.
- Discuss proposals with proposers whose submittals are reasonably susceptible to selection in order to clarify, assure a full understanding of, and ensure responsiveness to the RFP requirements.
- Not fund the project if it does not receive any proposals that, in its sole discretion, meet the goals of the project.
- Alter the makeup of the Selection Panel or re-issue this RFP.

Once the process is complete, the Town of Jackson retains ownership over the report. The firm may use the final product in their reference portfolio. All other uses are subject to Town of Jackson approval.

STAFF REPORT

Meeting Date:	March 3, 2025	**Meeting Title:**	Town Council Regular Mtg - Consent
Submitting Department:	Administration	**Presenter:**	Tanya Anderson
Agenda Item:	Subaward Agreements for Department of Transportation Charging and Fueling Infrastructure Grant	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to review and consider the template Subaward Agreement for the Town of Jackson.

Requested Action.
Council approves the template Subaward Agreement between the Town of Jackson and our project partners and authorizes the Mayor to execute the template with each project partner.

Recommendations.
Staff recommends Council approve the template Subaward Agreement.

Background.
At the May 15, 2023, Town Council meeting, Council gave approval for staff to work with Sustainable Strategies to apply for a Department of Transportation Charging and Fueling Infrastructure Grant, in collaboration with Teton County, Yellowstone-Teton Clean Cities, Jackson Hole Airport, Teton Village Association, Teton County Library, and concessionaires within Grand Teton and Yellowstone National Parks. While the Town of Jackson was awarded $5,506,368, the full amount requested, in the second round of funding. The total project cost will be $6,882,960.

While the Town of Jackson was the primary applicant, more than 89% of the funding received will go to project partners, listed below. Subaward agreements are an effective way to formalize expectations of project partners, including managing reporting and monitoring requirements.

Table 1: Project partners and project costs

Entity	**Federal award**	**Match**	**Project Cost**	**% of Total**
Town of Jackson	$588,000	$147,000	$735,000	10.7%
Teton County	$427,680	$106,920	$534,600	7.8%
Teton County Library	$201,600	$50,400	$252,000	3.7%
Teton Village Association	$281,600	$70,400	$352,000	5.1%
Yellowstone Teton Clean Cities	$194,688	$48,672	$243,360	3.5%
Grand Teton Lodge Company	$1,616,000	$404,000	$2,020,000	29.6%
Xanterra	$56,800	$14,200	$71,000	1%
Yellowstone Park Service Station	$960,000	$240,000	$1,200,000	17.4%
Jackson Hole Airport	$1,180,000	$295,000	$1,475,000	21.4%
Total	**$5,506,368.00**	**$1,376,592**	**$6,882,960**	**100%**

The $588,000 awarded to the Town of Jackson will add Electric Vehicle (EV) Charging Stations at the Deloney Public Restrooms, the Home Ranch Lot and Recreation Center parking lots, the Miller Park Transit Hub Parking Lot, the parking lot near Phil Baux Park and the Snow King Arena, and the new Central Wyoming College (CWC) Campus. Central Wyoming

College will be responsible for the match funding for the charging stations near their campus. Their project is estimated to cost $34,350 ($27,480 federal and $6,870 match), thus reducing the match required by the Town of Jackson to $140,130.

Analysis.
The template Subaward Agreement clarifies the roles and responsibilities of each project partner and clearly define the expected project outcomes and match funding required by each partner, as well as terms and conditions. As such, they provide the Town of Jackson with security that we will not be responsible for financing aspects of the project other than those on Town properties and that each partner will be responsible for providing Town with all reports needed to prepare reports in accordance with the federal grant terms.

Many of the project partners are eager to begin implementation as soon as possible and are waiting for their subaward agreement to be able to begin work. Until subaward agreements are in place with each partner, the Town of Jackson will be exposed to the risk that could result from a subawardee moving forward with aspects of the project that are approved through the grant agreement with the Federal Highway Administration, and for which the Town of Jackson is the signatory and primary recipient. Staff recommends moving forward with subaward agreements with each partner as soon as practicable.

Possible Alternatives.
1. Council could direct staff to include different terms and conditions in the template Subaward Agreement.
2. Council could reject the template Subaward Agreement and direct staff to move forward without subaward agreements.

Comprehensive Plan & Priority Alignment.
Net Zero Resolution

Principle 2.3 – Reduce greenhouse gas emissions through transportation
Transportation accounts for approximately 80% of the total carbon emissions in the community and should be a focus of the community's efforts to reduce energy consumption. Reducing fuels consumed for transportation and using renewable fuels has the greatest potential to reduce the community's overall carbon emissions and consumption of non-renewable resources.

Principle 7.2 - Reduce greenhouse gases from vehicles to below 2012 levels
One of the biggest threats to the health of the ecosystem is climate change. The most significant local contributor to greenhouse gas emissions is surface transportation – the cars, trucks, and buses we use to travel into, within, and out of the community. As stewards of the ecosystem, we will manage our transportation to reduce emissions. Cleaner vehicles, fewer trips, and trips that move more people will be prioritized over strategies focused on reducing congestion.

Town of Jackson Sustainability Plan Goals
- Reduce GHG emissions associated with surface transportation and motors
- Reduce noise pollution

Town of Jackson Sustainability Plan Targets
- Reduce community-wide GHG emissions attributed to surface transportation 30% by 2030

Fiscal Impact.
Each partner is responsible for their portion of the match. Subaward agreements define the match required by each project partner, protecting the Town from fiscal responsibility. The Town is required to provide a 20% match of $140,130

for charging infrastructure within the Town. Approximately $20,000 of that is our match for grant administration. The remainder is for charging infrastructure, including planning and design, procurement, and installation.

Staff Impact.
The Ecosystem Stewardship Administrator spent 3 hours working with the legal department on the template Subaward Agreement, and 1 hour writing this report. The legal department spent 90 hours working on the template Subaward Agreement.

Attachments or Links.
Template Subaward Agreement.
Exhibit C – Schedule.
Exhibit A – Grant Agreement.
Exhibit B – Terms and Conditions.
Exhibit D – FYWA 1273.

Suggested Motion.
I move to approve the template Subaward Agreement between the Town of Jackson and our Department of Transportation Charging and Fueling Infrastructure grant partners and authorize the Mayor to execute the individual agreements, subject to minor changes by staff.

FISCAL YEAR 2022-23 CHARGING AND FUELING
INFRASTRUCTURE (CFI) GRANT PROGRAM

SUBAWARD AGREEMENT

This Subaward Agreement (**Agreement**) is made between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (**Town)** and ____, a ___________________ of the State of Wyoming, [Address]_____________________________________(**Subawardee**). Town and Subawardee are each a "**Party**" to this Agreement and are collectively, the "**Parties**."

RECITALS

WHEREAS, Town applied to the Federal Highway Administration (**FHWA**) under the Charging and Fueling Infrastructure Grant Program (**CFI Program**) for the Jackson-Teton-Yellowstone EV Charging Expansion Project (**JTY Charging Project**), in collaboration with Teton County, Yellowstone-Teton Clean Cities, Jackson Hole Airport, Teton Village Association, Teton County Library, and concessionaires within Grand Teton and Yellowstone National Parks (**Project Partners**). The JTY Charging Project grant application specified the amount of the grant funding requested, along with the requisite match funding share for each Project Partner, to install publicly accessible electric vehicle (EV) chargers in public locations throughout the Jackson Hole region.

WHEREAS, Town was awarded the grant from FHWA in August 2024 and is named as the grant recipient (**Grant**) with Subawardee's projects approved as part of the Grant.

WHEREAS, on _____________________, 2024, Town entered into the Charging and Fueling Infrastructure (CFI) Discretionary Grant Agreement with FHWA, attached hereto as Exhibit A (**Grant Agreement**), which incorporates therein and makes a part thereof the "General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Refueling Infrastructure (CFI) Grant Program" (dated March 1, 2024) and "Exhibits to Project-Specific Agreements Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program, collectively attached hereto as Exhibit B (**CFI Terms & Conditions**). Schedule A, Paragraph 10 of the Grant Agreement lists all subawardees under the Grant, along with each project's cost, federal award sum, and matching amount required to be funded by each Project Partner (a copy of this schedule is attached hereto as Exhibit C).

WHEREAS, the Grant Agreement outlines the federal requirements for the Grant, including progress and performance reporting for the JTY Charging Project. Under the terms of the Grant, the Town is serving as a pass-through entity for reimbursement to the Subawardee of allowable costs and expenses associated with its project listed on Exhibit C (**Project)** in accordance with the payment procedures set forth herein and the CFI Terms & Conditions.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of Subawardee's undertaking of the Project in accordance with this Agreement, the Grant Agreement, CFI Terms & Conditions, and any and all applicable federal and state laws, including, but not limited to, all certifications and assurances required by subrecipients of federal assistance programs.

NOW THEREFORE, in consideration of the foregoing Recitals, which are expressly hereby made a part of this Agreement, it is hereby agreed by and between the Parties as follows:

1. Term of Agreement**.** This Agreement is effective when all Parties have executed it (**Effective Date**). The Subawardee's timeframe to complete the work for the Project is from the Effective Date through one hundred and twenty (120) days after the last milestone under the Grant Agreement (**Period of Performance**). The term of this Agreement is from the Effective Date through the end of the Period of Performance plus the requisite five (5) year stewardship reporting period as defined under the terms of the Grant Agreement (**Term)**.

2. Subawardee's Binding Commitment To Grant Agreement. Subawardee hereby agrees to be bound by the Grant Agreement, including, but not limited to, the CFI Terms & Conditions, and any amendments thereto, as if Subawardee had entered into and executed the Grant Agreement itself, and said Grant Agreement is incorporated herein by reference as if fully set forth herein.

3. Procurement Procedures. The Grant is subject to the Procurement Standards included in 2 CFR 200.317 through 200.327 and 2 CFR 1201.317. All contracts under the CFI Program with private entities for the acquisition, construction, installation, maintenance, and/or operation of publicly accessible charging or fueling infrastructure must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319 and 200.320. Subawardee agrees to engage in a procurement process in connection with the Project in compliance with these and all applicable federal procurement standards. Subawardee acknowledges and agrees that it has reviewed and understands the assurances and certifications required for all federal-aid contracts as set forth in the CFI Terms & Conditions and shall include all required statements in any contracts it enters into in connection with the Project.

4. Payment Procedures.
   A. Maximum Federal Assistance Amount for Allowable Costs. Town agrees to reimburse Subawardee for FHWA approved and allowable costs incurred in connection with the Project in accordance with the terms and conditions set forth in this Agreement, and any applicable terms and conditions imposed under federal laws and regulations for disbursement of federal assistance funds. The total reimbursement amount from Town shall not exceed the federal award sum approved for the Project as set forth in Exhibit C. Subawardee acknowledges that neither Town nor the FHWA is liable for Subawardee payments exceeding that amount, and Subawardee shall not seek reimbursement of costs exceeding that amount.
   B. Match Obligation. The Subawardee is obligated to and shall provide local matching funds in an amount sufficient to assure payment of all actual Project costs in the amount set forth in Exhibit C (**Matching Share**). In the event that the costs of the Project exceed the total budgeted amount set forth for the Project in Exhibit C, Subawardee shall provide additional funds to cover any amount by which the Project exceeds its approved budgeted amount.
   C. Eligible Project Costs. Subawardee acknowledges that FHWA shall determine what costs and expenses are eligible for reimbursement under the Grant at its sole discretion. Subawardee shall review FHWA's guidelines on eligible costs and expenses for assistance in preparing and submitting reimbursement requests to Town.
   D. Invoices and Supporting Documents. Subawardee may submit requests for reimbursement for allowable costs and expenses quarterly to Town's designated Grant coordinator (**Grant Coordinator**). Reimbursement requests must contain sufficient detail to support Subawardee's request for reimbursement. Reimbursement from federal assistance funds is conditional on Subawardee's full payment for all services rendered or items received. Subawardee shall provide proof and certification of such payment with all requests for reimbursement on a form approved by Town. Town reserves the right to request additional supporting documentation for any and all

reimbursement submissions to ensure compliance with this Agreement and with Town's obligations as the Grant recipient.

E. FHWA Authorization and Disbursement. Reimbursement to Subawardee for invoices submitted to the Grant Coordinator shall only be made after Town receives approval from FHWA of Subawardee's request for reimbursement and the approved reimbursement funds from FHWA have been received by Town. Subawardee acknowledges that the timing of reimbursement for its invoices may be lengthy due to FHWA's approval process. Town shall disburse authorized reimbursement funds to Subawardee within a reasonable time following Town's receipt of such funds from FHWA.

F. Availability of Funds. Each payment obligation of Town is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation, and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by Town at the end of the period for which the funds are available. Town shall notify the Subawardee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Town in the event this provision is exercised, and Town shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

G. Reimbursement Conditions. No reimbursement shall be made for work performed or equipment procured before the Effective Date of this Agreement. Should the Subawardee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as Subawardee performs its duties and responsibilities to the satisfaction of Town.

H. Final Invoices. Final invoices for reimbursement will be accepted by Town no later than sixty (60) days from the expiration date of the Performance Period as outlined in Section 1 above.

5. Rights and Responsibilities of the Parties.

A. Town. Town agrees to reimburse Subawardee for FHWA authorized costs and expenses in accordance with Section 4 above.

B. Subawardee.

i. General. Subawardee acknowledges and agrees that the Grant is a federal assistance funding program, and as such is subject to and requires compliance with a wide array of federal laws and regulations. Subawardee agrees to be bound by and adhere to all applicable federal, state, and local laws and regulations applicable to EV chargers, the CFI Program and federal assistance programs, including but not limited to, all those set forth in Exhibit B.

ii. Compliance With National EV Charging Standards. Subawardee shall comply with 23 CFR Part 680: National Electric Vehicle Charging Infrastructure Standards and Requirements Rule which sets the standards for EV chargers, including but not limited to connector types, power levels, minimum number of charging ports per station, and payment methods; data submittal requirements; workforce requirements; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information.

iii. General Monitoring Activities. Town has the right to monitor all activities related to this Agreement and Subawardee hereby consents to any and all such monitoring activities pertinent to this Agreement. This shall include, but is not limited to, coordination with Subawardee's procurement team; bringing experts and consultants on site to examine, test, monitor, or evaluate completed work or work in progress; preparing and maintaining the books, ledgers, documents, papers, and records pertinent to this Agreement; and observing personnel and agents of Subawardee in every phase of the performance of the work related to the Project.

iv. Records and Reports During Construction Period.

a. Establishment and Maintenance of Accounting Records. The Subawardee shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the **EV Project Account**.

b. Documentation of Project Costs. All charges to the EV Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Copies and/or supporting documentation of such invoices, contracts, or vouchers may be included with quarterly billing statements to cover all charges submitted for payment. The original documentation should be maintained by the Subawardee in the Project file and must be available to Town upon request.

c. Checks, Orders and Vouchers. Any check or order drawn by the Subawardee with respect to any item which is or will be chargeable against the EV Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Subawardee stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other such documents.

d. Audits. If the Subawardee has an audit performed for their own purposes, the Subawardee agrees to provide Town with a copy of such audit report. The Subawardee shall keep records and audit reports on file for three years after the close of their fiscal year.

e. Quarterly Progress and Financial Reports. As the primary Grant recipient, Town is required to submit quarterly JTY Project progress and financial reports along with a recertification statement to FHWA pursuant to and in the form specified in Article 7 of the CFI Terms & Conditions (**Grant Quarterly Report**). Information from Subawardee is required for each Grant Quarterly Report, as well as for all other mandated reports under the Grant Agreement. On or before the 10th day of the month of each calendar year quarter (starting 3 months after the Effective Date) until the end of the Period of Performance, Subawardee shall provide the Grant Coordinator with all information required by Article 7 and Exhibit C of the CFI Term & Conditions, in the form specified therein.

f. Final Progress Report and Financial Information. No later than 120 days after the end of the Period of Performance, the Town is required to submit a final project progress report and recertification, and any other information required under FHWA closeout procedures. On or before the 100th day after the end of the Period of Performance, Subawardee shall provide the Grant Coordinator will all relevant and necessary information requested by the Grant Coordinator to complete the final progress reports and any other reports required by FHWA.

g. Performance Reporting. Subawardee shall timely provide Town with all required performance data specified in Article 8 and Schedule G of the CFI Terms & Conditions, as requested by Town.

v. Post-Performance Period Requirements.

a. Data Collection. Subawardee shall collect data for each performance measure identified in Schedule G of the CFI Terms & Conditions, and timely provide this data to the Grant Coordinator as requested. In addition, Subawardee shall cooperate with and provide all necessary data and information which Town may request to prepare any and all progress, performance, financial, and other reports required by FHWA.

b. Operation and Maintenance of EV Chargers. Subawardee is not required to own or operate the EV charging or fueling station constructed under this Agreement. For EV charging infrastructure, 23 CFR 680 requires that Subawardee maintain the EV chargers in compliance with 23 CFR 680 for a period of not less than five (5) years from the initial date of operation. Subawardee shall ensure that this provision is met even if there is a change of ownership of the EV charging station.

c. Fees and Access to EV Chargers. Subawardee shall comply with all federal rules and regulations relating to operating hours for EV charging stations constructed under the CFI Program. Subawardee may charge users for a charging session or refueling in accordance with 23 CFR 680. Subawardee shall ensure that all EV charging infrastructure funded as part of the Grant includes any parking fee in their price structure and complies with 23 CFR 680 requirements related to communicating this information to customers.

6. Required Subcontract Provisions.

A. Mandatory FHWA Subcontract Provisions. Per Title 23, Chapter 1, Subchapter G, Part 633.102, the Subawardee shall insert in each subcontract entered into pursuant to this Agreement, except as excluded by law or regulation, the required contract provisions contained in Form FHWA-1273 attached hereto as **Exhibit D** and incorporated herein by this reference, and further require their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA-1273 shall not be incorporated by reference in any case. In addition, the following required provision shall be included in any advertisement of invitation to bid for any procurement under this Agreement: "Statement of Financial Assistance. This Agreement is subject to a financial assistance contract (Grant Agreement) between Town of Jackson, WY and the Federal Highway Administration."

B. Mandatory CFI Terms and Conditions Subcontract Provisions. The CFI Terms and Conditions requires compliance with specific federal regulations and insertion of a number of federal regulatory notices in each subcontract entered into in connection with this Agreement, including but not limited to those referenced in Article 12 (Contracting and Subawards), Article 16 (Climate Change and Environmental Justice), Article 17 (Equity and Barriers to Opportunity), Article 18 (Labor and Work), Article 19 (Civil Rights and Title VI), Article 20 (Critical Infrastructure Security and Resilience), Article 21 (Federal Financial Assistance, Administrative, and National Policy Requirements), and Article 24 (Additional Terms and Conditions). Subawardee shall insert all necessary and required federal notices in each subcontract entered into pursuant to this Agreement.

7. Noncompliance and Remedies. Subawardee acknowledges that the CFI Terms & Conditions impose obligations on Town as the recipient of the Grant and that Town's noncompliance with the CFI Terms & Conditions may result in remedial action which may include, but is not limited to terminating the Grant, disallowing costs incurred under the Project, requiring Subawardee to refund the Grant funds, and reporting the noncompliance in the federal-government-wide integrity and performance system. FHWA may determine that Subawardee has failed to comply with the United States Constitution, federal law, or the terms and conditions of the project-specific agreement and may notify Town of noncompliance by Subawardee. Town shall notify Subawardee of any federal determination of noncompliance and any procedures for remedying said noncompliance. Subawardee shall assume the risk of any loss of state or

federal funding, either administrative or program dollars, due to the Subawardee's failure to comply with federal requirements and shall indemnify Town for any costs or expenses incurred by Town in connection with its efforts to address Subawardee's failure to comply. If it is determined during the course of any audit, whether within mandatory timeline of the Grant or not, that the Subrecipient was reimbursed for Ineligible Costs or any other basis for ineligibility, the Subrecipient agrees to immediately reimburse the Town for such payments upon request.

8. Agreement Termination.
    A. Notice to Subawardee. Federal requirements that apply to the recipient of the Grant (Town), including the accompanying Grant Agreement, and any Amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Grant Agreement including any information incorporated by reference and made part of that Grant Agreement. Applicable changes to those federal requirements will apply to the Subawardee and parties to any agreements related thereto in any tier. In addition, the FHWA may terminate the Grant Agreement if circumstances cause changes to the JTY Charging Project that the FHWA determines are inconsistent with the FHWA's basis for selecting the JTY Charging Project or the FHWA determines that termination of the Grant Agreement is in the public interest.
    B. Assumption of Risk. Subawardee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to modifications to or termination of the Grant Agreement.

9. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

    Subawardee:
    __________________ (party name)
    ATTN: _____________ (person specifically)
    __________________ (address)
    __________________ (city, state, zip)
    Email: _____________

    Town:
    Town of Jackson
    Attn: Town Clerk
    P.O. Box 1687
    Jackson, Wyoming 83001
    Email: clerk@jacksonwy.gov

    Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision.

10. Miscellaneous Provisions.

A. Integrated Agreement; Modifications. This Agreement, consisting of INSERT (XX) pages; Exhibit A – Grant Agreement, consisting of twenty-two (22) pages; Exhibit B – CFI Terms and conditions, including all exhibits, consisting of sixty-six (66) pages; Exhibit C – List of Subaward Approved Projects, consisting of one (1) page; and Exhibit D, Required Contract Provisions Federal-Aid Construction Contracts, FHWA Form 1273, represent the entire and integrated Agreement between the Parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed by all Parties to this Agreement.

B. Authority. Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

C. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties. The venue shall be the Ninth Judicial District, Teton County, Wyoming.

D. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subawardee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of Town.

E. Audit and Access to Records. Town and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subawardee which are pertinent to this Agreement. The Subawardee shall immediately, upon receiving written instruction from Town provide to any independent auditor accountant all books, documents, papers, electronic data, and records of the Subawardee which are pertinent to this Agreement. The Subawardee shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Town.

F. Compliance with Laws. Subawardee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

G. Confidentiality of Information. Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subawardee in the performance of this Agreement shall be kept confidential by the Subawardee unless written permission is granted by Town for its release. If and when Subawardee receives a request for information subject to this Agreement, Subawardee shall notify Town within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Town.

H. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

I. Ethics. Subawardee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq*.) and any and all ethical standards governing Subawardee's profession.

J. Extensions. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by Town and shall be accomplished through a written amendment between the Parties entered into before the expiration of the original Agreement or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all Parties to the Agreement.

K. Force Majeure. Neither Party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

L. Indemnification. Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.

M. Independent Contractor. The Subawardee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of Town for any purpose. Consistent with the express terms of this Agreement, the Subawardee shall be free from control or direction over the details of the performance of services under this Agreement. The Subawardee shall assume sole responsibility for any debts or liabilities that may be incurred by the Subawardee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subawardee or its agents or employees to act as an agent or representative for or on behalf of Town or to incur any obligation of any kind on behalf of Town. The Subawardee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Town employees will inure to the benefit of the Subawardee or the Subawardee's agents or employees as a result of this Agreement.

N. Ownership and Return of Documents and Information. Town is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Subawardee in the performance of this Agreement. Upon termination of services, for any reason, Subawardee agrees to return all such original and derivative information and documents to Town in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

O. Patent or Copyright Protection. Subawardee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by Subawardee will violate any such restriction. Subawardee shall defend and indemnify Town for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

P. Prior Approval. This Agreement shall not be binding upon either Party, no services shall be performed, and Town shall not accept requests for reimbursement for payment, until this Agreement has been fully executed and approved by the Town of Jackson and Subawardee's authorized representative.

Q. Severability. If any section, sentence, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.

R. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

S. Taxes. The Subawardee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

T. Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

U. Time is of the Essence. Time is of the essence in all provisions of this Agreement.

V. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

W. Non-Waiver. Failure of Town or Subawardee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

X. Signatures. The Parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement shall be effective as of the last date signed below.

SUBAWARDEE

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

TOWN OF JACKSON

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT C

Subrecipient	Project Cost	Federal Award	Match
Teton County	$534,600	$427,680	$106,920
Teton County Library	$252,000	$201,600	$50,400
Teton Village Association	$352,000	$281,600	$70,400
Jackson Hole Airport	$1,475,000	$1,180,000	$295,000
Grand Teton Lodge Company	$2,020,000	$1,616,000	$404,000
Yellowstone Park Service Station	$1,200,000	$960,000	$240,000
Xanterra	$71,000	$56,800	$14,200
Yellowstone Teton Clean Cities	$243,360	$194,688	$48,672
Central Wyoming College	$34,350	$27,480	$6,870

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

1. **Award No.**
   693JJ32540409

2. **Effective Date**
   See No. 17 Below

3. **Assistance Listings No.**
   20.205

4. **Award To**

   Town of Jackson
   150 East Pearl Avenue
   Jackson, WY 83001
   Unique Entity Id.: WA5GF6TWEKS8
   TIN No.: 83-6000069

5. **Sponsoring Office**
   U.S. Department of Transportation
   Federal Highway Administration
   Office of Acquisition & Grants Management
   1200 New Jersey Avenue, SE
   HCFA-32, Mail Drop E62-204
   Washington, DC 20590

6. **Period of Performance**
   From: Effective Date of Award
   36 months

7. **Total Amount**

Federal Share:	$5,506,368
Recipient Share:	$1,376,592
Total:	$6,882,960

8. **Type of Agreement**
   Grant

9. **Authority**
   Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58, § 11401 November 15, 2021) codified at 23 U.S.C. 151

10. **Procurement Request No.**
    HEPN250034PR

11. **Federal Funds Obligated**
    $825,955

12. **Submit Payment Requests To**
    See Article 13 of the General Terms and Conditions.

13. **Payment Office**
    See Article 13 of the General Terms and Conditions.

14. **Accounting and Appropriations Data**
    15X1220050.0000.060V406500.6801000000.41010.61006600, $825,955

15. **Title of Project**
    Jackson-Teton-Yellowstone EV Charging Expansion Project

RECIPIENT
16. **Signature of Person Authorized to Sign**

17 JAN 2025

Signature Date
Name: Arne Jorgensen
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. **Signature of Agreement Officer**

Signature Date
Name: Sarah Tarpgaard
Title: Agreement Officer

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

FEDERAL HIGHWAY ADMINISTRAITON

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING INFRASTRUCTURE GRANT PROGRAM

This agreement is between the Federal Highway Administration (the "**FHWA**") and the Town of Jackson, Wyoming (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Charging and Fueling Infrastructure ("**CFI**") Grant for the following project: Jackson-Teton-Yellowstone EV Charging Expansion Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program" dated March 1, 2024, which is available at https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-terms-conditions.pdf. The General Terms and Conditions reference the information contained in the schedules A – K to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the CFI grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the CFI Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

2.1 The Recipient acknowledges that the Project must be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.

2.2 The Recipient acknowledges the requirements, including the non-Federal cost share requirements applicable to contracting with Private Entity, in the FY 2022-2023 CFI Terms and Conditions document under section Article 12 titled Contracting and Subawards in section 12.8: Requirement to Contract with a Private Entity.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. **Application.**

Application Title: Jackson-Teton-Yellowstone EV Charging Expansion Project

Application Date: June 13, 2023

2. **Recipient's Unique Entity Identifier.**

See Page 1, Block 4 for recipient's UEI.

3. **Recipient Contact(s).**

Tanya Anderson
Ecosystem Stewardship Administrator
Town of Jackson
150 East Pearl Avenue
PO Box 1687
Jackson, WY 83001
307-734-4419
tanderson@jacksonwy.gov

4. **Recipient Key Personnel.**

Name	Title or Position
Tanya Anderson	Town of Jackson Ecosystem Stewardship Administrator
Kelly Thompson	Town of Jackson Finance Director
Charlotte Frei	Town of Jackson/Teton County Regional Transportation Planning Administrator
Alicia Cox	Executive Director – Yellowstone Teton Clean Cities

5. **FHWA Project Contact(s).**

Sarah Tarpgaard, Agreement Officer (AO)
US DOT / FHWA Office of Acquisition and Grants Management
HCFA-43, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590

(202) 493-3225; sarah.tarpgaard@dot.gov

Kenan Hall, Agreement Specialist (AS)
US DOT / FHWA Office of Acquisition and Grants Management
HCFA-43, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7799; Kenan.Hall@dot.gov

Agreement Officer Representative (AOR):
FHWA Division Administrator
Joshua Cunningham, Acting
2617 E. Lincolnway, Suite D
Cheyenne, WY 82001-5671
720 963-3224

FHWA's CFI Grant Point of Contact (POC):
Bob Bonds, Area Engineer
Federal Highway Administration, Wyoming Division
2617 E. Lincolnway, Suite D
Cheyenne, WY 82001-5671
307-771-2951
Bob.bonds@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See Page 1, Block 1.

9. Designated Subrecipient.

Designated Subrecipient: None

10. Subawards.

Note: See 2 CFR 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

(a) In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT Agreement Officer (AO) for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

(b) The recipient's proposed subawards included in the recipient's application as cited in schedule A, section 1, as amended by schedule E, are hereby considered approved. This approval applies to all planned and proposed subawards, inclusive of those where the subrecipient name is identified in the original application/Schedule E, and to those where the subrecipient name is identified post-award during grant performance.

(c) The following subawards are currently approved under the Agreement at the following estimated amounts:

Subrecipient	**Project Cost - estimated**	**Federal Award - estimated**	**Match- estimated**
Teton County	$534,600	$427,680	$106,920
Teton County Library	$252,000	$201,600	$50,400
Teton Village Association	$352,000	$281,600	$70,400
Jackson Hole Airport	$1,475,000	$1,180,000	$295,000
Grand Teton Lodge Company	$2,020,000	$1,616,000	$404,000
Yellowstone Park Service Station	$1,200,000	$960,000	$240,000
Xanterra	$71,000	$56,800	$14,200
Yellowstone Teton Clean Cities	$243,360	$194,688	$48,672
Central Wyoming College	$34,350	$27,480	$6,870

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. **Award Dates.**

Budget Period End Date: See Page 1, Block 6.

Period of Performance End Date: See Page 1, Block 6.

2. **Estimated Project Schedule.**

Milestone	Estimated Date
Planned Construction Substantial Completion and Open to Traffic Date:	36 Months from award

3. **Special Milestone Deadlines.**

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Federal Award Amount.

CFI Grant Amount: $5,506,368 Federal Share

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table (for use in awards with Multiple Phases to be obligated separately)		
	Federal Share Amount of CFI Grant	**Obligation Condition**
Phase 1: Pre-Construction	$825,955	N/A – funded upon award
Phase 2: Construction and Operations	$4,680,413	FHWA Division Office confirms the Recipient has met all the applicable Federal, and local requirements including NEPA approval.
Total Federal Share	$5,506,368	

3. Approved Project Budget.

Eligible Project Costs

	Phase 1	Phase 2	Total
Federal Share:	$825,955	$4,680,413	$5,506,368
Non-Federal Share:	$206,489	$1,170,103	$1,376,592
Total:	$1,032,444	$5,850,516	$6,882,960

4. Approved Pre-award Costs

The recipient requested FHWA approval of pre-award costs under 2 C.F.R. 200.458 to perform the following tasks anticipated to occur between December 2024 – March 2025.

- Electrical/Mechanical Design for conductors, transformers, electrical bus bars, components, cabinets, etc.
- Architectural Design for standalone electrical building
- Structural Design for electrical building necessary for bus bars, electrical items, cabinets, etc.
- Bid Documents

The recipient requested pre-award approval for $60,000 against the Non-Federal share.

The FHWA Office of Acquisition and Grants Management determined that the pre-award costs were incurred directly pursuant to the negotiation and in anticipation of the Federal award and were necessary for efficient and timely performance of the scope of work. That office issued a notice to proceed with pre-award costs on December 18, 2024.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

SCHEDULE E
CHANGES FROM APPLICATION

Scope:
There are three primary reasons for changes between the Project described in the application and the Project being funding:

1. Inflation has increased the cost of chargers and labor. In some locations, there may be a slight decrease in the number of charging stations installed, or a conversion from a DCFC to a Level 2 charger.

2. After submitting the application, the Town and County conducted a Mobility Hub feasibility study. The study prioritized some areas that we had not previously considered. Based on that study, the Town will add charging infrastructure at one new location by removing another location.

3. The Town reallocated some of the funding previously budgeted for installing charging stations to instead support grant management and administration expenses. This will result in a slight decrease in the total number of charging stations installed.

Original Application Scope Town of Jackson:
1.2.1 Town Locations
1.2.1.2 Deloney Street Lot (43.480669, -110.759780) - (2) dual-port Level 2 and (3) single-port Level 2
1.2.1.4 Phil Baux Park (43.472852, -110.761048) - (2) dual-port Level 2
1.2.1.5 Miller Park (43.480382, -110.765761) - (4) dual-port Level 2 and a conduit for future chargers
1.2.1.7 Mike Yokel Park (43.474969, -110.753150) – (2) dual-port Level 2

Revised Schedule E Scope Town of Jackson:
1.2.1 Town Locations
1.2.1.2 Deloney Street Lot (43.480669, -110.759780) - At least (2) dual-port Level 2
1.2.1.4 Phil Baux Park/ Snow King Events Center (43.472852, -110.761048) – (2) dual-port Level 2.
1.2.1.5 Miller Park (43.480382, -110.765761) – At least (1) dual-port Level 2 and (2) single-port Level 2
1.2.1.7 Mike Yokel Park (43.474969, -110.753150) – remove this location
1.2.1.8 Central Wyoming College (43.45800, -110.80446) – (2) dual-port Level 2

Reasons for changes:

- 1.2.1.2 Deloney Street Lot: Dual-port chargers are more cost-effective
- 1.2.1.4 Phil Baux Park/ Snow King Events Center: Phil Baux Park and the Snow King Events Center are adjacent to each other, and parking serves both facilities. The Snow King parking is less likely to impede pedestrians than the parking at Phil Baux Park.

- 1.2.1.5 Miller Park: (4) chargers have already been installed at this location. Adding (1) dual-port and (2) single-port Level 2 stations will meet our goal of 8 total charging stations in this location. Including (2) single-port charging stations will group the charging stations together and reduce the cost of conduit.
- 1.2.1.7 Mike Yokel Park and 1.2.1.8 Central Wyoming College: Our local community college recently received a Conditional Use Permit for a new college campus south of Town. This location was ranked highly during a mobility hub study that was conducted after the Town of Jackson's original application was submitted. Installing chargers here will add chargers to a part of Town that currently has no public charging nearby, serving residents who take college classes and community education courses through the college and providing charging stations close to the Middle School and High School.

Original Application Scope Jackson Hole Airport:
1.2.3 Jackson Hole Airport (43.602366, -110.735563) – (4) Level 2 and (9) DCFC Total

- 1.2.3.1 Main Lot (43.601987, -110.736065) – (2) Level 2
- 1.2.3.2 Short Term Lot (43.603442, -110.734991)– (2) Level 2 and (2) DCFC
- 1.2.3.3 Taxi Queue (43.603250, -110.735949) – (2) DCFC
- 1.2.3.4 Rental Car Area (43.602901, -110.735347)– (3) DCFC
- 1.2.3.5 FBO Terminal (43.601153, -110.736560) – (2) DCFC

Revised Schedule E Scope Jackson Hole Airport:
1.2.3 Jackson Hole Airport – (43.602366, -110.735563) - (4) to (8) Level 2 and (4) to (8) DCFC. Chargers will be installed at publicly accessible locations based upon recommendations from engineers. Desired sites include:

- 1.2.3.1 Main Lot (43.601987, -110.736065)
- 1.2.3.2 Short Term Lot (43.603442, -110.734991)
- 1.2.3.3 Taxi Queue (43.603250, -110.735949)
- 1.2.3.4 Rental Car Area (43.602901, -110.735347)
- 1.2.3.5 FBO Terminal (43.601153, -110.736560)

Reasons for changes: Reduce the number of DCFC to account for inflation. Wait to determine the exact number at each location until a vendor has been selected and engineers make siting recommendations, ensuring that installation in each of the preferred locations is feasible.

Schedule:

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	November 2026	January 2028

Outreach and Educational Programming

- Original Application: Proposed outreach and educational programming to occur over the 5-year grant period of performance.
- Revised Schedule E: Outreach and educational programming, including the Electric Vehicle Experience Test Drive Program and Advertising, will occur over the 3-year grant period of performance.

Reason for changes: Our application assumed a start date of January 2024. Because we were notified of our award in September of 2024, the original timeline is no longer valid. We still intend to complete the project within three years of receipt of an executed grant agreement.

Budget:

Original Application	Revised Schedule E	Reason
Administrative and Legal Expenses - $111,960 ($89,568 Federal and $22,392 Match)	Administrative and Legal Expenses - $185,460 ($148,368 Federal and $37,092 Match)	Add Town of Jackson Grant Administration $73,500 ($58,800 Federal and $14,700 Match)
Construction - $6,591,000 ($5,272,800 Federal and $1,318,200 Match)	Construction Expenses - $6,517,500 ($5,214,000 Federal and $1,303,500 Match)	Subtract Town of Jackson Grant Administration total from Construction Expenses
Town of Jackson (Construction)- $735,000 ($588,000 Federal and $147,000 Match)	Town of Jackson (Construction) - $661,500 ($529,200 Federal and $132,300 Match)	Subtract Town of Jackson Grant Administration from Town of Jackson Construction Expenses

Other:

No changes.

SCHEDULE F
CFI PROGRAM DESIGNATIONS

4. Corridor or Community Designation.

Corridor-Community Designation: Community

5. Funding Source.

Funding Source: Highway Trust Funds (Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11101(b)(1)(A) November 15, 2021)

6. Security Risk Designation.

Security Risk Designation: Low

7. Funding Act.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11401 and Title VIII of Division J, November 15, 2021).

8. Funds Obligation.

Base Award: The amount of Federal funds obligated to the base award are listed on Page 1, Block 11. These funds are considered obligated upon FHWA signature on Page 1.

Amendments: If not fully funded by the base award, additional funding may be obligated to the award by FHWA's execution of an agreement amendment. Each amendment will list the amount of Federal funds obligated by the amendment. These funds are considered obligated upon FHWA signature on the amendment.

All awards of FY 2024 CFI Program funding are available for obligation through September 30, 2027. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

*For phased awards using multiple obligations as described in Schedule D, the Recipient must satisfy the Phase 2 Obligation Condition listed in Schedule D, Obligation Condition Table, by August 1, 2027, to allow FHWA sufficient time to obligate CFI FY 2024 funds prior to the obligation deadline of September 30, 2027.

SCHEDULE G
CFI PERFORMANCE MEASUREMENT INFORMATION

Study Area: Jackson-Teton-Yellowstone EV Charging Expansion Project

Baseline Measurement Date: 3 months after the effective date of award

Baseline Report Date: To be submitted with the recipient's first Quarterly Project Progress Report.

NOTE: FHWA anticipates the CFI baseline measurement to be zero operational EV charging ports and/or hydrogen dispensers. The recipient may note the baseline measurement of "zero operational" in their first Quarterly Project Progress Report in order to satisfy the Baseline Report.

Quarterly Project Progress Report: The recipient must submit Quarterly Project Progress Reports to FHWA per Article 7 of the General Terms & Conditions, and in accordance with the format and content listed in Exhibit C, Quarterly Project Progress Reports.

After the CFI grant-funded EV charging ports and/or hydrogen dispensers become operational, the recipient must include the following performance measure in their Quarterly Project Progress Reports: "Number of EV charging ports and/or Hydrogen dispenser (operational)." Submittal of the EV ChART information will satisfy the quarterly measurement required below for the performance standard.

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Number of CFI grant-funded EV charging ports and/or Hydrogen dispenser (operational)	Number of EV charging ports and/or Hydrogen dispenser that are operational (open for use by the public) as part of the grant project. For EV chargers, report by type, e.g., DCFC and level 2.	Quarterly – submit with Quarterly Project Performance Report
23 CFR 680.112 Reporting (EV Charging only)	Data reporting after each EV charging port is operational, as required by 23 CFR 680.112. Reporting using EV-ChART is required. Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) · Joint Office of Energy and Transportation (driveelectric.gov)	One Time, Quarterly, and Annually Refer to EV ChART Guidance.

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
X	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
X	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*

	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

Supporting Narrative.

The Project will install electric vehicle charging infrastructure and conduit for future electrification regionally. It aligns with the Town of Jackson Sustainability Plan goal to reduce emissions from the transportation sector 30% by 2030 and supports the Integrated Transportation Plan objectives to integrate multiple modes of travel by providing charging stations at designated mobility hubs.

SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY

Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

Supporting Narrative.

The Town of Jackson has established an Equjty Task Force composed of individuals who represent different underserved communities and are compensated monetarily for participation on the Task Force. Task Force members discuss equity issues, bring challenges to the attention of staff and elected officials, and present ideas for adoption. Additionally, the Town of Jackson hosted a Spanish-language community engagement session to gather input for its Sustainability Plan and conducted interviews of community members who speak languages other than English and Spanish. The Town of Jackson holds a Sustainability Task Force with five members of the immigrate community to gather input on Sustainability Plan strategies such as electric vehicle charging and mobility hubs. Many of the charging stations that will be installed will located in areas identified as current or future "mobility hubs" and will connect underserved communities to public transit and enhanced pedestrian and bike access.

SCHEDULE J
LABOR AND WORK

Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

Supporting Narrative.

Project labor agreements will be used to ensure that 3rd party contracts brought on to the project will adhere to fair hiring and employment practices. By enhancing connections to workplaces in downtown Jackson, Teton Village, the airport, and National Parks, the project will also support the creation and retention of other jobs not directly related to project activities. The project team aims to foster a welcoming work environment where all groups have an equal chance to participate and take advantage of high-quality job opportunities. Bilingual outreach in English and Spanish to current and potential employees will advance this goal. The project team will advance the objectives of the Disadvantaged Business Enterprises (DBEs) program to the greatest extent possible by adhering to the standards set in 49 CFR Part 26 as applicable. Project partners will promote opportunities for DBEs to benefit from the contracts awarded for construction, operation, and maintenance contracts. Project partners will advertise the project with a preference for local DBEs. The bidding process will provide opportunities for minority-owned businesses to compete for the work.

SCHEDULE K
CIVIL RIGHTS AND TITLE VI

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.1.

FEDERAL HIGHWAY ADMINISTRATION

GENERAL TERMS AND CONDITIONS
UNDER THE
FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING INFRASTRUCTURE (CFI) GRANT PROGRAM

March 1, 2024

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Section 11401 of Pub. L No. 117-58 (Nov. 15, 2021) (the "**IIJA**") made funds available to the United States Department of Transportation ("**USDOT**") for fiscal year (FY) 2022 and FY 2023 for the Charging and Fueling Infrastructure (CFI) Discretionary Grant Program to strategically deploy publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure along designated alternative fuel corridors or in certain other locations within communities that will be accessible to all drivers of electric vehicles, hydrogen vehicles, propane vehicles, and natural gas vehicles. The CFR is codified at 23 U.S.C. 151(f)(2).

On March 14, 2023, the USDOT posted a funding opportunity at Grants.gov for "Charging and Fueling Infrastructure" grant and funding opportunity number 693JJ323NF00004. The notice of funding opportunity ("**NOFO**") solicited applications for Federal financial assistance under the FY 2022 and FY 2023 program. On January 11, 2024, the USDOT announced application selections under the NOFO for the FY 2022 and FY 2023 CFI grant program.

These General Terms and Conditions are incorporated by reference in the project-specific agreement under the FY 2022 and FY 2023 CFI discretionary grant program. The term "Recipient" is defined in the project-specific agreement. The project-specific agreement includes schedules A through K. The project-specific agreement may include special terms and conditions in project-specific articles or schedules.

ARTICLE 1
PURPOSE

1.1 **Purpose.** The purpose of this award is to fund the eligible project defined in the project-specific agreement that has been selected to receive a FY 2022 or FY 2023 CFI Grant. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule E.

ARTICLE 2
FHWA ROLE

2.1 **Federal Highway Administration (FHWA) Responsibilities.**

(a) The FHWA is the operating administration under the United State Department of Transportation ("USDOT") responsible for the administration of the Grant Program, the approval and execution of the project-specific agreement, and any modifications to the project-specific under section 15.1.

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under the project-specific agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under the project-specific agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under the project-specific agreement will be operated and maintained in compliance with that agreement and applicable Federal law; and

(6) the individual executing the project-specific agreement on behalf of the Recipient has authority to enter the project-specific agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT FHWA Reliance. The Recipient acknowledges that:

(1) the USDOT FHWA relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT FHWA relied on statements of fact in both the Technical Application and the project-specific agreement to determine that the Recipient and the Project are eligible under the terms of the CFI NOFO.

(3) the USDOT FHWA relied on statements of fact in both the Technical Application and the project-specific agreement to establish the terms of the project-specific agreement; and

(4) the USDOT FHWA's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of the project-specific agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to the Project.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under the project-specific agreement without written approval of the FHWA.

(b) The Recipient shall act promptly, in a manner acceptable to the FHWA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under the project-specific agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all FHWA representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;

(2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the FHWA is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and

(3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and

(2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 7.

ARTICLE 4
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. This FHWA hereby awards a Grant to the Recipient in the amount listed in section 1 of schedule D as the Grant Amount.

4.2 Federal Obligations.

(a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then the project-specific agreement obligates for the budget period the amount listed in section 1 of schedule D as the Grant Amount and sections 4.2(c)–4.2(h) do not apply to the project-specific agreement.

(b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.2(c)–4.2(h).

(c) The Obligation Condition Table in section 2 of schedule D allocates the Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.2(f) or by modifying the project-specific agreement under article 15.

(f) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then for each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in the project-specific agreement as applicable to the Grant Program, the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of the project-specific agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.2(f) or by modifying the project-specific agreement under Article 15.

(h) For information with respect to the Recipient's responsibility to contract with a Private Entity to pay the non-Federal cost share, see section 12.8 Requirement to Contract with a Private Entity under Article 12 titled Contracting and Subawards.

(i) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.2(f) or by modifying the project-specific agreement under Article 15.;

(2) any portion of the Grant that is not obligated under this section 4.2 by the statutory lapse date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project;

(3) the FHWA may consider the failure to obligate funds by the statutory lapse date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 10.1; and

(4) the payment of any non-Federal cost share by a Private Entity is solely a contractual matter between the Recipient and such Private Entity to which the FHWA is not a party.

4.3 Budget Period. The budget period for this award begins on the date of the project-specific agreement and ends on the budget period end date that is listed in section 1 of schedule C or as determined in the FHWA Fiscal Management Information System ("FMIS"). In the project-specific agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

4.4 Period of Performance.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of the project-specific agreement and ends on project end date in FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(c) In the project-specific agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement. The Recipient shall notify all FHWA representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of the project-specific agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in the Technical Application, then the Recipient shall request a modification of the project-specific agreement in Schedule E.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of the project-specific agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under the project-specific agreement to complete the Project; and

(2) the FHWA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of the project-specific agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the FHWA, in writing consistent with the FHWA's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the FHWA does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the FHWA had reimbursed costs exceeding the revised award, the Recipient shall refund to the FHWA the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "CFI Grant Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.5 FHWA Acceptance of Changes. The FHWA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the Grant Program and the FHWA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement the project-specific agreement unless the FHWA accepts that modification request and the parties modify the project-specific agreement under section 15.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 **Report Submission.** The Recipient shall send all reports required by the project-specific agreement to all FHWA contacts who are listed in section 5 of schedule A.

6.2 **Alternative Reporting Methods.** The FHWA may establish processes for the Recipient to submit reports required by the project-specific agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 **Project Progress and Financial Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the FHWA a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement**.**

7.2 **Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under FHWA award closeout procedures.

ARTICLE 8
PERFORMANCE REPORTING

8.1 **Baseline Performance Measurement.**

(1) The Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) On or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table

in schedule G.

8.2 Post-construction Performance Measurement.

(1) For each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;

(2) For each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) Not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-Project Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-Project Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report. The Recipient shall submit to the FHWA, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and post-Project performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-Project Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 Performance Reporting Survival. The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9
NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

(a) If the FHWA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of the project-specific agreement, the FHWA may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the FHWA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the FHWA notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The FHWA may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the FHWA must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

(a) If the FHWA makes a final determination of noncompliance under section 9.1, the FHWA may impose a remedy, including:

(1) additional conditions on the award;

(2) 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 FHWA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the FHWA must provide a written notice to the Recipient that describes the remedy, but the FHWA may make the remedy effective before the Recipient receives that notice.

(c) If the FHWA determines that it is in the public interest, the FHWA may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the FHWA may elect to consider the interests of only the FHWA.

(e) The Recipient acknowledges that amounts that the FHWA requires the Recipient to refund to the FHWA due to a remedy under this section 9.2 constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under the project-specific agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10
AGREEMENT TERMINATION

10.1 FHWA Termination.

(a) The FHWA may terminate the project-specific agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non- Grant contribution or alternatives approved by the FHWA as provided in the project-specific agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of the project-specific agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the FHWA determines are inconsistent with the FHWA's basis for selecting the Project to receive a Grant; or

(6) the FHWA determines that termination of the project-specific agreement is in the public interest.

(b) In terminating the project-specific agreement under this section, the FHWA may elect to consider only the interests of the FHWA.

(c) This section 10.1 does not limit the FHWA's ability to terminate the project-specific agreement as a remedy under section 9.2.

(d) The Recipient may request that the FHWA terminate the project-specific agreement under this section 10.1.

10.2 Closeout Termination.

(a) The project-specific agreement terminates on Project Closeout.

(b) In the project-specific agreement, "**Project Closeout**" means the date that the FHWA notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the project-specific agreement does not extinguish the FHWA's authority to disallow costs, including costs that the FHWA reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

(a) The end of the budget period described under section 4.4 does not terminate the project-specific agreement or the Recipient's obligations under the project-specific agreement.

(b) The end of the period of performance described under section 4.5 does not terminate the project-specific agreement or the Recipient's obligations under the project-specific agreement.

(c) The cancellation of funds under section 6 of schedule D does not terminate the project-specific agreement or the Recipient's obligations under the project-specific agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the FHWA's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with the project-specific agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year of the Grant Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including the Federal Fiscal Year (“FY”) in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including the Federal Fiscal Year (“FY”) in column c (“Additional Award Identification”).

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 USDOT Record Access. The FHWA may access Recipient records related to this award under 2 C.F.R. 200.337.

11.5 Title 23 Oversight Responsibilities. This award is subject to the oversight program at 23 U.S.C. 106(g).

ARTICLE 12
CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for construction work to be performed on a Federal-aid highway (or work that is treated as if performed on a Federal-aid highway) under the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113 and 23 U.S.C. 109(s)(2), as applicable, that 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.

12.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the FHWA. The Recipient acknowledges that the project-specific agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by Office of Management and Budget (OMB), USDOT, and FHWA. The Recipient acknowledges that the project-specific agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.3 Small and Disadvantaged Business Requirements. The Recipient shall comply with 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs"). For the purpose of 49 C.F.R. 26.3 that part applies to the Recipient.

12.4 Engineering and Design Services. As applicable, the Recipient shall 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 that is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2

C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

12.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under the Grant award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable.

12.7 Subaward and Contract Authorization.

(a) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.

(b) If the FHWA Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Office of Acquisition and Grants Management," then the Recipient may be required to obtain prior written approval from the FHWA agreement officer pursuant to 2 C.F.R. 200.308 and 23 C.F.R. 172 as applicable for the subaward or contracting out of any CFI Planning Grant work under the project-specific agreement above the Simplified Acquisition Threshold. Approvals under 2 C.F.R. 200.308 will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

12.8 Requirement to Contract with a Private Entity

(a) If the award is designated as **"Corridor"** in section 1 of schedule F, then the Recipient must enter into a contract with a Private Entity for the acquisition and installation of the charging and fueling infrastructure provided for under the Grant award as required by 23 U.S.C. 151(f)(6)(A). The Recipient may also enter into a contract with a Private Entity for the operations and maintenance of the charging and fueling infrastructure provided for under the Grant award as provided by 23 U.S.C. 151(f)(6)(C).

(b) If the award is designated as **"Community"** in section 1 of schedule F, then the Recipient may enter into a contract with a Private Entity for the acquisition, construction, installation, operations or maintenance of the charging and fueling infrastructure provided for under the Grant award as provided by 23 U.S.C. 151(f)(8)(H).

(c) For a contract awarded under a **Corridor** award, the Recipient must require the Private Entity to pay the non-Federal cost share for the portion of the contract value that includes acquisition, installation, operations, and maintenance of charging and fueling infrastructure as required by 23 U.S.C. 151(f)(6)(A), 23 U.S.C. 151(f)(6)(C), and 23 U.S.C. 151(f)(10)(B). If a recipient is unable to execute a contract with the Private Entity to pay the non-Federal cost share, FHWA will not consider the recipient to be in violation or noncompliance of the grant agreement pursuant to 23 CFR 1.36. As provided in section 4.2, the Recipient shall be ultimately responsible for meeting the non-Federal share under the award.

(d) For a contract awarded under a **Community** award, the Recipient must require the Private Entity to pay the non-Federal cost share for the portion of the contract value that includes acquisition, construction, installation, operations, and maintenance of charging and fueling infrastructure as required by 23 U.S.C. 151(f)(8)(H) and 23 U.S.C. 151(f)(10)(B). If a recipient is unable to execute a contract with the Private Entity to pay the non-Federal cost share, FHWA will not consider the recipient to be in violation or noncompliance of the grant agreement pursuant to 23 CFR 1.36. As provided in section 4.2, the Recipient shall be ultimately responsible for meeting the non-Federal share under the award.

(e) As provided at 23 U.S.C. 151(f)(6)(E)(i), contracts awarded for the acquisition and installation of charging and fueling infrastructure under award may provide for revenue sharing between the Recipient and the Private Entity. Pursuant to 23 U.S.C. 151(f)(6)(E)(ii), any revenues received by the Recipient under such an arrangement must be used only for projects that are eligible under title 23, United States Code.

12.9 Consultation with Indian Tribes. As provided at 23 U.S.C. 151(f)(6)(B), any charging and fueling infrastructure acquired or installed with funds awarded under 23 U.S.C. 151(f) shall be located along alternate fuel corridors that have been designed under 23 U.S.C. 151 only if any affected Indian Tribes are consulted prior to the designation. Accordingly, prior to commencing any work for the acquisition or installation of charging and fueling infrastructure under the award, the Recipient must produce documentation demonstrating that any affected Tribes have been consulted concerning such acquisition and installation. Such consultation may be satisfied through other applicable required processes, such as the Section 106 (of the National Historic Preservation Act) process.

ARTICLE 13
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under the Grant Program award, the FHWA shall not provide funding greater than the amount obligated under section 4.3, and FMIS as applicable. The Recipient acknowledges that the FHWA is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs.

(a) The Grant Program award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

(b) **Operating Assistance**. As provided at 23 U.S.C. 151(f)(6)(C), if included within the scope of the award, the Recipient may use grant funds for operating assistance (as defined at 23 U.S.C. 151(f)(6)(C)(ii)) for any charging and fueling infrastructure that has been acquired and installed with funds awarded under 23 U.S.C. 151(f). Eligibility for any such operating assistance is limited to a period of 5 years after the date of installation, and the amounts allowed for such assistance may not exceed the amount of the contract for the acquisition and installation of the charging and fueling infrastructure.

(c) **Traffic Control Devices.** As provided at 23 U.S.C. 151(f)(6)(D), if included within the scope of the award, the Recipient may use grant funds to acquire and install traffic control devices for charging and fueling infrastructure that has been acquired and installed with funds awarded under 23 U.S.C. 151(f). The amounts allowed for the acquisition and installation of such traffic control devices may not exceed the amount of the contract for the acquisition and installation of the charging and fueling infrastructure. Any such traffic control devices must comply with the Manual of Uniform Traffic Control Devices.

(d) **Education and Community Engagement**. As provided at 23 U.S.C. 151(f)(8)(K), for any award designated as **"Community"** in section 1 of schedule F, and where included within the scope of such award, the Recipient may not use more than 5 percent of the grant award for the costs for educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure.

13.3 Timing of Project Costs.

(a) The Recipient shall not charge to the Grant Program award costs that are incurred after the budget period.

(b) Except as permitted under section 13.3(d)-(f), the Recipient shall not charge to the Grant award costs that were incurred before the date of the project-specific agreement.

(c) The execution of the project-specific agreement will terminate and supersede any previous FHWA approval for the Recipient to incur costs under the Grant Program award for the Project. Section 5 of schedule D is the exclusive FHWA approval of costs incurred before the date of the project-specific agreement.

(d) Reserved.

(e) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and section 5 of schedule D identifies a pre-award approval under 2 C.F.R. 200.458, then the Recipient may charge to the Grant Program award, for payment from the Grant Program grant or other Federal amounts, costs that were incurred before the date of the project-specific agreement, were consistent with that approval, and would have been allowable if incurred during the budget period.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the FHWA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the Grant award unless approved in advance in writing by the FHWA.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the Grant Program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the FHWA agreement officer provides written approval for the Recipient to use a different request and payment method.

(c) The FHWA may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) or the SF 270 (Request for Advance or Reimbursement), as applicable, shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the FHWA determines does not include or is not supported by sufficient detail, the FHWA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.9 Reimbursement Frequency. If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 14
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under the project-specific agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 6 of schedule F, if applicable.

(b) Liquidation of obligations and adjustment of costs under the project-specific agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 15
AGREEMENT MODIFICATIONS

15.1 Bilateral Modifications. The parties may amend, modify, or supplement the project-specific agreement by mutual agreement in writing signed by the FHWA and the Recipient. Either party may request to amend, modify, or supplement the project-specific agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the FHWA contacts who are listed in section 5 of schedule A and section 2.2.

(b) The FHWA may update the contacts who are listed in section 5 of schedule by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 FHWA Unilateral Modifications.

(a) The FHWA may unilaterally modify the project-specific agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify the project-specific agreement under this section 15.3, the FHWA must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.4 Other Modifications. The parties shall not amend, modify, or supplement the project-specific agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 17
EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 18
LABOR AND WORK

18.1 Labor and Work. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 19
CIVIL RIGHTS AND TITLE VI

19.1 Civil Rights and Title VI.

(a) Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Executive Order 14091, "Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Feb. 16, 2023), and DOT Order 1000.12C, "The U.S. Department of Transportation Title VI Program" (June 11, 2021), the purpose of sections 19.1(b)-192.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.

(b) If the Recipient Type Designation in section 1 of schedule K is "Existing," then the Recipient shall submit to the FHWA either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the FHWA's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient Type Designation in section 1 of schedule K is "New," then the FHWA completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this agreement, as documented in section 2 of schedule K.

(d) In this section 12.1, **"Title VI"** means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

19.2 Legacy Infrastructure and Facilities. In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 20
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

20.1 Critical Infrastructure Security and Resilience.

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 3 of schedule F is "Elevated," then, not later that than two years after the date of this agreement, the Recipient shall submit to the FHWA a report that:

(1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of the project-specific agreement to expressly identify Federal law applicable to the Recipient or activities under the project-specific agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

(a) The FHWA is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the FHWA by the Recipient related to this agreement may become FHWA records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under the project-specific agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of the Grant Program award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 26 the project-specific agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance;

(4) 23 C.F.R. Chapter 1: Federal Highway Administration, Department of Transportation as, applicable to the Recipient.

(5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22
ASSIGNMENT

22.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 23
WAIVER

23.1 Waivers.

(a) A waiver of a term of the project-specific agreement granted by the FHWA will not be effective unless it is in writing and signed by an authorized representative of the FHWA.

(b) A waiver of a term of the project-specific agreement granted by the FHWA on one occasion will not operate as a waiver on other occasions.

(c) If the FHWA fails to require strict performance of a term of the project-specific agreement, fails to exercise a remedy for a breach of the project-specific agreement, or fails to reject a payment during a breach of the project-specific agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 24
ADDITIONAL TERMS AND CONDITIONS

24.1 Effect of Urban or Rural Designation. As applicable to the Grant Program, based on information that the Recipient provided to the FHWA, including the Technical Application, if section 1 of schedule F designates the Grant award as an urban award or a rural award, as defined in the NOFO, then the Recipient shall comply with the requirements that accompany that designation on geographic location.

24.2 Disclaimer of Federal Liability. The FHWA shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with the project-specific agreement.

24.3 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

24.4 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 24.4 for all tiers of subawards under the Grant Program award.

24.5 Environmental Review.

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 24.5(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 24.5(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in schedule B and other information described in the project-specific agreement may inform environmental decision-making processes, but the parties do not intend the project-specific agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in the project-specific agreement, then:

(1) the parties may amend the project-specific agreement under section 15.1 for consistency with the selected build alternative; or

(2) if the FHWA determines that the condition at section 10.1(a)(5) is satisfied, the FHWA may terminate the project-specific agreement under section 10.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

24.6 Railroad Coordination. If section 4 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 25
MANDATORY AWARD INFORMATION

25.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 27.2;

(2) the "Assistance Listings Number" is 20.205 and the "Assistance Listings Title" is "Highway Planning and Construction"; and

(3) this award is not for research and development.

25.2 Federal Award Identification Number.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number ("FAIN") will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

25.3 Recipient's Unique Entity Identifier.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

ARTICLE 26
CONSTRUCTION AND DEFINITIONS

26.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	CFI Program Designations
Schedule G	CFI Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Equity and Barriers to Opportunity
Schedule J	Labor and Work
Schedule K	Civil Rights and Title VI

26.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to Project-Specific Agreements under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure Program" dated March 1, 2024, and available at https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-exhibits.pdf**,** are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

26.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 26.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the project-specific agreement that are not contained in schedules listed in section 26.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the project-specific agreement, then the project-specific portion of the project-specific agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

26.4 Integration. The project-specific agreement constitutes the entire agreement of the parties relating to the Grant Program and awards under that program and supersedes any previous agreements, oral or written, relating to the Grant Program and awards under that program.

26.5 Definitions. In the project-specific agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–26.

"Grant" means an award of FY 2022 or FY 2023 CFI funds that were made available under the FY 2022 and FY 2023 Charging and Fueling Infrastructure Program Grants Notice of Funding Opportunity 693JJ323NF00004 posted to Grants.gov on March 14, 2023.

"Grant Amount" means the amount of the FY 2022 or FY 2023 CFI discretionary grant funds awarded to the Recipient.

"**Grant Program**" means the FY 2022 and FY 2023 CFI discretionary grants program under 23 U.S.C. 151.

"Private Entity" means a corporation, partnership, company, or nonprofit organization (23 U.S.C. 151(f)(1)).

"**Program Statute**" means the collective statutory text in schedule F.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of the project-specific agreement, including schedules A–K.

"Project-Specific Agreement" means the agreement executed between the FHWA and Recipient and may be a grant agreement or a project agreement in FMIS.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 27
AGREEMENT EXECUTION AND EFFECTIVE DATE

27.1 Counterparts. The project-specific agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

27.2 Effective Date. The project-specific agreement will become effective when all parties have signed it. The date of the project-specific agreement will be the date the project-specific agreement is signed by the last party to sign it. This instrument constitutes a Grant when the FHWA's authorized representative signs it.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STAFF REPORT

Meeting Date:	March 3, 2025	**Meeting Title:**	Town Council Regular Mtg - Consent
Submitting Department:	Administration	**Presenter:**	Tanya Anderson
Agenda Item:	Bid Request for Bear-resistant Trash Containers	**Public Comment:**	Yes

Purpose & Policy Considerations.
Council approves all Bid Requests prior to their release.

Requested Action.
Consider and approve release of a Bid Request for Bear-resistant Trash Cans.

Recommendations.
Staff recommends releasing the Bid Request for a vendor to provide bear-resistant trash cans to replace the current ones downtown.

Background.
At the October 3, 2022, Regular Town Council meeting, Council approved updates to Wildlife Feeding and Bear Resistant Trash Ordinances within the Town of Jackson. The requirement for bear-resistant trash containers for residential and commercial properties within the designated Bear Conflict Zone went into effect on April 1, 2023. In February of 2024, staff provided an update on the effectiveness of the ordinances. Council approved staff's plan to purchase and install bear-resistant trash containers with educational decals at public parks, bus stops, and downtown Jackson. On July 1, 2024, Council approved the Town Sustainability Plan, which includes a target for 100% of Town-owned trash containers to be bear-resistant by 2026.

In June of 2024, the Jackson Hole Travel and Tourism Board (JHTTB) provided $26,061.40 in funding for Bear-Resistant Trash and Recycling Containers at mobility hubs, including the Miller Park transit Center, the Home Ranch Parking Lot, and the Deloney Parking lot. $20,000 has been granted by the Teton Conservation District (TCD) and an additional $60,000 has been granted by the JHTTB to purchase more bear-resistant cans. With the $10,000 allocated by Town Council from the general fund on January 21, 2025, staff should be able to purchase enough cans to replace all of the current trash cans in the downtown core, including Town Square, to be installed in the spring and summer. Because the total purchase will exceed $75,000, the Town is obligated to use a competitive bid process to procure the new cans.

Analysis.
Releasing a bid request for bear-resistant cans with the desired specifications allows a competitive process and enables the Town to select the most cost-effective bid for a product that meets our needs. Staff recommends approving the bid request so that the project can proceed in a timely and efficient manner.

Possible Alternatives.
- Council could direct staff to draft a bid request with different criteria
- Council could direct staff to not release a bid request and abandon or pause the project

Comprehensive Plan & Priority Alignment.
Principle 1.1—Maintain healthy populations of all native species.
For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Policy 1.1.d: Limit human/wildlife conflicts
Limiting impacts to wildlife, wildlife habitat, and wildlife movement corridors include limiting wildlife/human conflicts. Designing for wildlife permeability is necessary but attracting wildlife into the built environment can be dangerous for both wildlife and humans. Human/wildlife conflicts, especially those involving large predators, can result in human injury and/or relocation or killing of the animal. The tiered system of protections described in Policy 1.1.b should consider measures to limit wildlife attractants near the built environment, such as palatable vegetation and accessible trash.

Town Sustainability Plan
- Municipal Strategy: Convert Town-owned trash receptacles to bear-resistant ones
  - Target: 100% of Town-owned trash containers will be bear-resistant by 2026

Rights of Nature Resolution

Fiscal Impact.
The Town of Jackson has been awarded $20,000 from the Teton Conservation District and $60,000 from the Jackson Hole Travel and Tourism Board to purchase bear-resistant trash cans. An additional $10,000 has been allocated from the Town of Jackson budget general fund. The purchase will not exceed the $90,000 allocated to it.

It costs $1.50 more to empty a bear-resistant container than a non-bear-resistant one. JHTTB funding covered the increased cost of service for Fiscal Year 2025. However, the Town will need to take on that cost in the future. Because bear-resistant cans are larger than the non-bear resistant cans, the total number of cans downtown will be reduced to minimize the fiscal impact of servicing the cans.

Staff Impact.
Staff has spent 12 hours seeking funding, executing funding agreements, collaborating with other departments, and drafting this bid request and report. It will take staff an estimated 8 hours to review and select a proposal, place and order, and coordinate delivery. Public Works staff will need to spend a significant amount of time installing the new cans in the spring and summer.

Attachments or Links.
Bid Request for Bear-Resistant Trash Cans

Suggested Motion.
I move to approve the release of the Bid Request for Bear-Resistant Trash Cans.

FORMAL BID REQUEST

JACKSON, WYOMING

Requested By:	Town of Jackson
Bid Due Date:	5:00 PM MST Friday, March 21st, 2025
Bid Submission:	Via e-mail or hard copy delivered by hand or delivery service to: Town of Jackson C/O: Riley Hovorka 150 Pearl Avenue P.O. Box 1687 Jackson, WY 83001 rhovorka@jacksonwy.gov
Bid Form available from:	March 4th, 2025
Contact and Questions:	Tanya Anderson, Ecosystem Stewardship Administrator tanderson@jacksonwy.gov

Invitation for formal bids is being accepted for the purchase and delivery of new Bear-Resistant Trash Receptacles, designed for public spaces. Trash receptacles that fit bins ranging from 32-gallons to 40-gallons are preferred. The Town intends to purchase up to two (2) triple can series, seven (7) double can series, and forty-four (44) single can series. The Town reserves the right to increase or decrease the total number of trash receptacles purchased.

Notice is hereby given that the Town of Jackson will receive formal bids prior to 5:00 PM Mountain Standard Time on Friday, March 21st, 2025. The bid shall be for new Bear-Resistant Trash Receptacles as per the minimum specification provided in this invitation.

Delivery shall be completed no later than September 1, 2025. Bids that can be delivered prior to July 1, 2025, will be given priority. Notice to proceed with order will be issued no later than seven calendar days (not including the day of signature) after contract signing.

The Town of Jackson reserves the right to **reject any or all bids submitted**, in whole or part, and to waive any informalities. The Town of Jackson cannot accept responsibility for delayed delivery of bids so please plan accordingly.

Bidders shall complete the attached bid form and supply specification details.

Special Specifications:

1. Bear-resistant trash receptacles must be certified by the Interagency Grizzly Bear Committee at the time of bidding.
2. Delivery bids must be included.
3. List of accessories the company offers, with pricing, must be included.

Any and all documents submitted to the Town of Jackson may be deemed public records subject to examination and inspection by third parties.

The Town of Jackson reserves the right to:

- Reject any or all bids or accept what is, in its judgment, the bid which is in the Town of Jackson's best interest.
- Accept a late submittal or waive any technical defects or irregularities in any or all bids.
- Discuss bids with proposers whose submittals are reasonably susceptible to selection in order to clarify, assure a full understanding of, and ensure responsiveness to the bid requirements.
- Not fund the project if it does not receive any bids that, in its sole discretion, meet the goals of the project.
- Change the number of trash receptacles purchased.
- Re-issue this bid request.

Bid Form

Purchase and delivery of new Bear-Resistant Trash Receptacles

March 4, 2025

Bear-Resistant Trash Receptacle Information:

Single Can Series _______________________________ Model ______________________

Single Bear-Resistant Trash Receptacle (1 Unit) Bid $ ________________________________

Double Can Series ______________________________ Model ______________________

Double Bear-Resistant Trash Receptacle (1 Unit) Bid $ _______________________________

Triple Can Series _______________________________ Model ______________________

Triple Bear-Resistant Trash Receptacle (1 Unit) Bid $ ________________________________

Delivery Bid for new bear-resistant trash receptacles for up to 44 single can receptacles, 7 double can receptacles, and 2 triple can receptacles $____

Total bid for 44 single can receptacles, 7 double can receptacles, 2 triple can receptacles, and delivery

$____

The undersigned hereby certifies that they have examined the specifications and proposed to supply the bear-resistant trash receptacles in accordance with said specifications.

Proposed Delivery Date ____

Name of Company ____

Authorized Name ____

Authorized Signature ____

Date ____

Phone Number ____

Email ____

STAFF REPORT

Meeting Date:	March 3, 2025	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Bid Award for Gregory Lane Complete Street Project Bid # 25-04	Public Comment:	Yes

Purpose & Policy Considerations.
The purpose of this item is to consider awarding Bid # 25-04 for the construction of the Gregory Lane Complete Street Project.

Requested Action.
Staff request the Council consider the approval and award of Bid # 25-04 for the Gregory Lane Complete Street Project.

Recommendations.
Staff recommend that the Council approve Bid # 25-04 for the Gregory Lane Complete Street Project and award the project to Evan's Construction of Jackson, Wyoming, in the amount of $16,585,000. Staff further recommend the Council increase the Water Fund budget by $987,556 and increase the Sewer Fund budget by $1,028,782 for this project. Additionally, staff recommend the Council direct staff to request use of $2,130,588 of the 2022 Transportation Alternatives and Safe Routes to School 2022 SPET.

Background.
The Council last discussed the planning and design of this item during the December 16, 2024, Town Council Workshop. At that workshop, staff presented updated design information regarding:

1. The strategic use of roll curbs in areas where there is no sidewalk
2. An update to driveway approaches to accommodate large trucks based on property owner's needs
3. An update about maximizing safety for the pedestrian user regarding crosswalks, usability, and overall safety
4. An update to the parking needs at The Timbers

At the conclusion of the presentation, the Council approved the updated design for the Gregory Lane Project and directed staff to take the updated design to bidding.

Analysis & Key Policy Questions.
The Public Works Engineering Division advertised bids for the Gregory Lane Complete Street Project on January 22 and January 29, 2025, and opened bids on February 20, 2025. Staff received one bid for this project from Evan's Construction of Jackson, Wyoming. Staff felt confident, due to the size and complexity of the Gregory Lane project, that larger, potentially regional, contractors would be interested. We did have interest from another local contractor for this project, but that contractor could not meet the bonding requirements to meet the specifications of the contract, so they did not submit a bid. Staff is comfortable moving forward with the one bid received from Evan's Construction:

- Evan's Construction - $16,585,000

Possible Alternatives.
Possible alternatives for this item include:
1. The Council could deny the bid and rebid the project at a later date, which would delay the start of the project
2. The Council could decide to not rebid the project at this time and prioritize the project in another fiscal year

3. The Council could award the project and direct staff to work with the contractor to look for ways to reduce the construction cost (efficiencies), with the possibility of removing items from the project
4. Other

Comprehensive Plan & Priority Alignment.

- Ecosystem Stewardship: Common Value 1
  - Chapter 2 – Climate Sustainability
    - Principle 1.2 – Preserve and enhance surface water and groundwater quality
    - Principle 2.1 – Reduce the consumption of non-renewable energy
- Growth Management: Common Value 2
  - Chapter 3 – Responsible Growth Management
    - Principle 3.2 – Enhance suitable locations as Complete Neighborhoods
  - Chapter 4 – Town as Heart – the Central Complete Neighborhood
    - Principle 4.2 – Promote vibrant, walkable mixed-use areas
- Quality of Life: Common Value 3
  - Chapter 7 – Multimodal Transportation
    - Principle 7.1 – Meet future transportation demand with walk, bike, carpool, transit, and micro-mobility infrastructure
    - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.
The fiscal impact of this project is broken down into the following three components:

1. The allocated funding in the current FY25 Budget
2. The total project cost for the Gregory Lane Project
3. The amended FY25 Budget to cover the total project cost

1. <u>Allocated FY25 Funding</u>
The FY25 Budget appropriates $14,128,864 between four funding sources:

FY25 Budget	
2014 Gregory Lane SPET	$1,201,697
2019 Gregory Lane SPET	$8,000,000
Water Fund	$2,100,554
Sewer Fund	$2,826,613
Total FY25 Budget:	**$14,128,864**

Staff appropriated this amount during the FY25 budget process as an estimate of anticipated cost for the Gregory Lane project based on known project elements and estimated construction inflation.

2. <u>Total Project Costs for the Gregory Lane Project</u>
The total project cost of the Gregory Lane Complete Street Project includes (1) the overall cost to construct the project and (2) all additional costs to complete the project (staging, project management, design, easements, etc.). The reason the total project cost ($18,557,000) is higher than the bid received ($16,585,000) is because items such as easement acquisition, design, project management, owner's contingency, and staging site leases added to the overall cost of the project. These items are not a part of the bid, as the bid only covers the cost of construction. The total project cost

assumes the cost for the entire fiscal responsibility of the project, which involves expenses tangential to the construction contract. The total project cost of the Gregory Lane Project includes the following:

Total Project Costs	
Project Design	$500,000
Street/Stormwater/Sidewalk	$9,641,495
Water Infrastructure	$3,088,110
Sewer Infrastructure	$3,855,395
Easements	$82,000
Project Management	$760,000
Staging Site Lease(s)	$130,000
Owner Contingency	$500,000
Total Project Cost:	**$18,557,000**

3. <u>The Amended FY25 Budget to Cover Total Project Costs</u>

In order to fund the total project cost for the Gregory Lane Project, staff recommend the following amendments from the noted sources to the FY25 budget:

- Staff recommend increasing the amount of money from Water Fund by $987,556
- Staff recommend increasing the amount of money from the Sewer Fund by $1,028,782
- Staff recommend requesting the use of the 2022 Transportation Alternatives and Safe Routes to School SPET in the amount of $2,130,588
- Staff recommend increasing the amount of money from the 5th Cent Fund to $2,411,798. This will be offset with $2,411,798 in revenues from the 2022 Transportation Alternatives and Safe Routes to School SPET and 319 grant funds

If the Council approves the recommended budget amendments from the Water Fund, Sewer Fund, and the County approves the use of the 2022 Transportation Alternatives and Safe Routes to School SPET, the amended FY25 budget for the total project cost will be as follows:

Amended FY25 Budget	
2014 Gregory Lane SPET	$1,201,697
2019 Gregory Lane SPET	$8,000,000
Water Fund	$3,088,110
Sewer Fund	$3,855,395
2022 Tranportation SPET	$2,130,588
319 Grant	$281,210
Total Project Budget:	**$18,557,000**

Staff Impact.

Staff impact on this project includes roughly 85 hours of Public Works staff time working with our design consultants and roughly 7 hours of Public Works time for administration (staff report). If approved, this project will require 10 – 12 hours a week from the Engineering Division for project oversight and construction administration.

Attachments or Links.

- Bid 25-04 Tabulations and Submissions

Suggested Motion.

1. I move to award Bid # 25-04 to Evan's Construction of Jackson, Wyoming, in the amount of $16,585,000 and authorize the Mayor to execute all necessary contract documents.

2. I move to approve the total project cost for the Gregory Lane Complete Street Project in the amount of $18,557,000, which includes the following budget amendments, which Council will formally approve in a future budget amendment, as follows:

    a. Increasing the amount of money from Water Fund by $987,556; and
    b. increasing the amount of money from the Sewer Fund by $1,028,782; and
    c. Increasing the amount of money from the 5th Cent Fund to $2,411,798

3. I move to direct staff to request of Teton County the allocation of $2,130,588 of the 2022 Transportation Alternatives and Safe Routes to School SPET to the Gregory Lane Complete Street Project.

BID NUMBER: 25-04 **PROJECT NAME:** Gregory Lane Corridor Improvement Project

OPENING DATE & TIME: Feb. 20, 2025 @ 2pm **OPENED BY:** Riley Hovorka, Brian Lenz

Name of Bidding Agency & City	Proof of WY Residency	Number of Addendums Acknowledged	Bid Bond / Check			Bid Amount	Returned Bid Bond / Check
1 Evans Construction	✓	✓	✓			$16,585,000.00	
2							
3							
4							
5							
6							

PROJECT MANUAL

Town of Jackson, Wyoming

GREGORY LANE INFRASTRUCTURE IMPROVEMENTS

TOJ PROJECT NO. 25-04

JORGENSEN

PREPARED FOR
TOWN OF JACKSON PUBLIC WORKS DEPARTMENT
PO BOX 1687
JACKSON, WY 83001
307 733-3079
townengineering@jacksonwy.gov

DATE: January 22, 2025

Aaron F. Japel P.E., WYO PE #10240
PROJECT ENGINEER

DIGITAL COPIES TO:
TOWN CLERK
CONTRACTOR
TOWN ENGINEER
DESIGN ENGINEER

Professional Engineer (Civil)
AARON F. JAPEL
10240
1/22/25
Date
WYOMING

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Town of Jackson, Wyoming

Gregory Lane Infrastructure Improvements

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SECTION III – TECHNICAL SPECIFICATIONS

SECTION III – TECHNICAL SPECIFICATIONS (continued)

SECTION IV – PROJECT PLANS

SECTION I

CONTRACT DOCUMENTS

ADVERTISEMENT FOR BIDS

Town of Jackson, Wyoming

Gregory Lane Infrasturcture Improvements TOJ Bid No. 25-04

Notice is hereby given that the **Town of Jackson, Wyoming** is requesting Bids for the construction of the Gregory Lane Infrastructure Improvements Project.

Sealed Bids will be received at the Office of the Town Clerk, **Town of Jackson, PO Box 1687**, located at **150 East Pearl Avenue, Jackson, WY 83001 (Town Hall)**, emailed bids will be received at Townclerk@jacksonwy.gov until **Thursday, February 20, 2025 at 2:00 PM** Local Time. At that time the Bids received will be publicly opened and read at that location. Bids shall be delivered according to the Instructions to Bidders.

The Project generally includes the installation of new water, sewer, and stormwater main lines, service connections, cable utilities, street lights, concrete curb and gutter, sidewalks, adjacent property access driveways, and asphalt road surface. The project schedule generally runs from **Spring 2025 to Fall 2026** as coordinated with the Owner.

A **pre-bid conference** for all contractors will be held at the Town of Jackson Public Works Department Office located at 450 W. Snow King Avenue on **Thursday, February 6, 2025** at 2:00 PM MST. Bids from general contractors not present at the pre-bid conference will be accepted. Attendance may be In-person or virtual.

Complete digital bidding documents are available at www.questcdn.com. You may download the Digital documents for a fee by inputting **QuestCDN project No. 9475853** or **Owner Project No. 25-04** on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 for assistance in membership registration, downloading plan sets, and working with this digital project information. Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, townengineering@jacksonwy.gov (Phone: 307-733-3079).

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests.

Advertisement: **January 22 and 29, 2025**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

Town of Jackson, Wyoming
www.questcdn.com
Town Engineering Department
townengineering@jacksonwy.gov
307-733-3079

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement. Owner requires that Bidder register as a plan holder with the Issuing Office, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive notice of Addenda issued by Owner.

2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are required to register as plan holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.05 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in PDF (Portable Document Format; .pdf) that is readable by Adobe Acrobat Reader Version **Standard 2017** or later, Revu BlueBeam 20 or later version. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement, Wyoming Secretary of State, Statement of Good Standing that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Wyoming Certificate of Residency, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A **Pre-Bid Conference** will be held at the time and location indicated in the Advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project

4.02 Information presented at the Pre-Bid Conference does not alter the Contract Documents. Owner may issue Addenda to make any changes to the Contract Documents that result from discussions at the Pre-Bid Conference. Information presented, and statements made at the Pre-Bid Conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

   a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

   b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

5.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid Security made payable to Owner in an amount of **five percent (5%)** of Bidder's maximum Bid price (determined by adding the base bid and all alternates). Bid Security shall be a Cashier's Check, Irrevocable Letter of Credit or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid Bond will be issued in the form included in the Bidding Documents.

8.02 The Bid Security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Security of that Bidder will be forfeited, in whole in the case of a penal sum Bid Bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid Security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be released.

8.04 Bid Security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

ARTICLE 10—LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11—SUBSTITUTE AND "OR EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. Pipe supplier(s).

B. Geotextile supplier.

C. Pre-Cast Concrete supplier.

D. Aggregate materials supplier.

E. Cast In Place Concrete Subcontractor and supplier.

F. Paving Subcontractor and supplier.

12.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 13—PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

13.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

13.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

13.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

13.06 A Bid by an individual must show the Bidder's name and official address.

13.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

13.08 All names must be printed in ink below the signatures.

13.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

13.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

13.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 14—BASIS OF BID

14.01 *Lump Sum*

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15—SUBMITTAL OF BID

15.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid Security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

15.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16—MODIFICATION AND WITHDRAWAL OF BID

16.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 17—OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

A. Within 10 days of the bid opening the Owner may require from any bidder a project schedule detailing work items and milestone dates.

ARTICLE 19—EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

19.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

19.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

19.04 If Owner awards the contract for the Work, such award shall be to the responsible and certified resident making the lowest responsive bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the work to nonresident contractors. A resident for this purpose must be certified as a resident by the Wyoming Department of Workforce Services prior to bidding upon the Contract. See W.S. 16-6-101, et seq. A resident bidder shall submit a copy of its certificate of residency with its bid.

19.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20—BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

20.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 21—SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22—SALES AND USE TAXES

22.01 *Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Said taxes must be included in the Bid.*

ARTICLE 23—RETAINAGE

23.01 *Provisions concerning Contractor's retainage are set forth in the Agreement.*

ARTICLE 24—WYOMING PREFERENCE

24.01 *Responsible resident bidders will receive a five percent (5%) preference in accordance with Wyoming State Statute 16-6-102.*

"... the contract shall be let to the responsible resident making the lowest bid if the resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder..."

24.02 Certification of resident status shall be submitted with the Bid. Bidders seeking residency status must apply for such status pursuant to Wyoming State Statute 16-6-101, as amended, and rules and regulations promulgated by the Wyoming Department of Labor and Statistics. Bidders are solely responsible for contacting the Wyoming Department of Labor and Statistics to determine any revisions and current policies regarding residency status. Bidders who qualify for resident status shall be required to comply with Wyoming State Statute 16-6-103:

"... Resident bidder shall not subcontract more than thirty percent (30%) of the work... to non-resident contractors."

24.02 Preference for State Labor and Materials: Pursuant to Wyoming State Statute 16-6-201 et seq. (1977), resident Wyoming laborers, workmen and mechanics shall be used in the performance of the Contract and any contract awarded as a result of the Contract; except that other laborers may be used when Wyoming laborers are not available for employment from within the State or are not qualified to perform the work involved. Pursuant to Wyoming State Statute 16-6-104 (1977), resident Wyoming laborers, workmen and mechanics shall be used upon all work enumerated in Wyoming State Statute 16-6-102 (1977) whenever possible and Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state. Pursuant to Wyoming State Statute 16-6-106 (1977), preference is hereby given to materials supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state. Pursuant to Wyoming State Statute 16-6-107 (1977), all public structures constructed in the State of Wyoming shall be constructed and maintained by materials produced or manufactured in Wyoming if Wyoming materials are suitable and can be furnished in marketable quantities. Preference shall not be granted for materials of an inferior quality to those offered by competitors outside of the state, but a differential of not to exceed five percent

(5%) may be allowed in cost of Wyoming materials of equal quality as against materials from states having or enforcing a preference rule against "out-of-state" products.

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WYOMING PREFERENCE ACT OF 1971

1. Every person who is charged with the duty of construction, reconstructing, improving, enlarging, altering or repairing any public works project or improvement for the state or any political subdivision, municipal corporation, or other governmental unit, shall employ only Wyoming laborers on the project or improvement. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved. The contract shall contain a provision requiring specific acknowledgement of the requirements of this section
2. A person required to employ Wyoming laborers may employ other than Wyoming laborers if:
   A. That person informs the nearest state workforce center of his employment needs at least eleven (11) days before work is commenced; and
   B. The state workforce center certifies that the person's need for laborers cannot be filled from those Wyoming laborers listed with the Wyoming Department of Workforce Services. The Department shall respond to a person's request for certification within ten (10) days of the date the information is filled.
3. Upon request by the workforce center, the general contractor shall provide the most recent construction schedule for the project.
4. Certified payroll reporting is required by Wyoming Statute §16-6-205(b).
5. This provision shall be referenced in all contracts, sub contracts and subsequent lower tier subcontracts.
6. Bidders / Contractors / Subcontractors acknowledgment of this provision.

Name: [signature] Date: 2/20/25

Evans Construction

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Jackson
P.O. Box 1687
150 East Pearl Avenue
Jackson, Wyoming 83001
townclerk@jacksonwy.gov

Town of Jackson Project Number **25-04**

1.02 **The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 **The following documents are submitted with and made a condition of this Bid:**

A. Required Bid Security;

B. Bidder's Qualifications;

C. List of Proposed Subcontractors;

D. List of Proposed Suppliers;

E. Evidence of authority to do business in the state of the Project; Wyoming Secretary of State Statement of Good Standing or a written covenant to obtain such authority within the time for acceptance of Bids;

F. Wyoming Certificate of Residency if a resident contractor; and

G. Wyoming Preference Act Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s) and indicated unit prices. The following bid summary is the total of respective schedules, if separate schedules are provided in the bidding documents, on the attached Bid Schedule.

B. See Attached **Bid Schedule of Values** and **Addendum Acknowledgement**.

C. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

SEE ADDENDUM ACKNOWLEDGEMENT AT BOTTOM OF BID SCHEDULE OF VALUES

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Evans Construction
(typed or printed name of organization)

By: Mike Camp
(individual's signature)

Name: Mike Camp
(typed or printed)

Title: Senior Estimator
(typed or printed)

Date: 2/20/25
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Kate Ber
(individual's signature)

Name: Katie Bertsch
(typed or printed)

Title: Estimator
(typed or printed)

Date: 2/20/25
(typed or printed)

Address for giving notices:
PO Box 4309
Jackson, WY 83001

Bidder's Contact:

Name: Mike Camp
(typed or printed)

Title: Senior Estimator
(typed or printed)

Phone: 307-733-3029

Email: mike.camp@evansconstruction.com

Address:
PO Box 4309
Jackson, WY 83001

Bidder's Contractor License No.: (if applicable) N/A

BID SCHEDULE OF VALUES - ADDENDUM NO. 1						
Item	**Spec**	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total Price**
1	01760	Force Account (Owner's Contingency)	1	AL	$750,000.00	$750,000.00
2	01041	Project Record Plans	1	LS	$500.00	$500.00
3	01041	Bond Security (Performance, Payment, Warranty)	1	LS	$75,000.00	$75,000.00
4	01000	Mobilization (10% Maximum)	1	LS	$1,565,282.00	$1,565,282.00
5	01550	Traffic and Access Control (Owner's Contingency)	1	AL	$165,000.00	$165,000.00
ROADWAY IMPROVEMENTS						
6	02110	Clearing and Grubbing	1	LS	$440,000.00	$440,000.00
7	02075	Asphalt Pavement Removal and Disposal	10,700	SY	$15.00	$160,500.00
8	02075	Concrete Removal and Disposal	150	SY	$214.00	$32,100.00
9	02210	Subgrade Removal and Disposal	3,185	CY	$157.00	$500,045.00
10	02210	Unclassified Excavation Below Subgrade	200	CY	$595.25	$119,050.00
11	02210	Subgrade Preparation	10,850	SY	$6.70	$72,695.00
12	02895	Woven Geosynthetic Reinforcement	10,850	SY	$10.00	$108,500.00
13	02231	Pit Run Subbase	250	TON	$193.00	$48,250.00
14	02231	Crushed Gravel Base	4,560	TON	$110.00	$501,600.00
15	02512	Plant Mix Bituminous Pavement	2,260	TON	$370.00	$836,200.00
16	02528	Concrete Vertical Curb and Gutter	3,900	LF	$175.00	$682,500.00
17	02528	Concrete Roll Curb and Gutter	700	LF	$175.00	$122,500.00
18	**02528**	**Concrete Driveway Approach**	**5,660**	**SF**	$33.00	$186,780.00
19	02776	Concrete Sidewalk, 4" Thick	17,950	SF	$31.00	$556,450.00
20	**02776**	**Concrete Sidewalk, 6" Thick**	**9,310**	**SF**	$32.00	$297,920.00
21	02776	Hardscape Buffer - Stamped/Colored Concrete	2,900	SF	$50.00	$145,000.00
22	02805	Existing Street Sign, Remove and Salvage	26	EA	$600.00	$15,600.00
23	02805	New Street Sign, Complete	28	EA	$1,500.00	$42,000.00
24	02805	Rectangular Rapid Flashing Beacon (Each Crossing)	2	EA	$24,000.00	$48,000.00
25	02805	Pole Mounted Area Light, Complete	11	EA	$48,000.00	$528,000.00
26	02810	Striping - Stop Bars	9	EA	$130.00	$1,170.00
27	02810	Striping - Cross Walk Bars; White 24" x 5'	8	EA	$113.00	$904.00
28	02810	Striping - Line Striping; White, 8" Width	230	LF	$4.00	$920.00
29	02810	Striping - Line Striping; Double Yellow, 4" Width	2,745	LF	$1.20	$3,294.00
30	02810	Striping - Bike Lane Crossing Bar, Green and White	35	EA	$140.00	$4,900.00
31	02810	Striping Symbol (Turn arrows, 2, with only)	4	EA	$130.00	$520.00
32	02805	Bike Chicane, Complete	1	EA	$14,600.00	$14,600.00
SANITARY SEWER SYSTEM						
33	02700	Connection to Existing Sewer Manhole	9	EA	$7,450.00	$67,050.00
34	02050	Existing Sewer Manhole, Removal and Disposal	11	EA	$9,300.00	$102,300.00
35	02700	24" PS46 PVC Sewer Pipe	2740	LF	$484.00	$1,326,160.00
36	02700	15" SDR35 PVC Sewer Pipe	180	LF	$335.00	$60,300.00
37	02700	8" SDR35 PVC Sewer Pipe	110	LF	$280.00	$30,800.00
38	02700	60" Manhole; 5 ft. Depth	17	EA	$16,000.00	$272,000.00
39	02700	60" Manhole, Extra Manhole Depth	113	VF	$1,580.00	$178,540.00
40	02700	Sewer Service Connection	29	EA	$13,950.00	$404,550.00
41	02700	6" SDR35 PVC Sewer Service Line	70	LF	$268.00	$18,760.00
42	02700	4" SDR35 PVC Sewer Service Line	580	LF	$260.00	$150,800.00
43	02700	Sewer System Cleaning & Testing	1	LS	$65,200.00	$65,200.00

Item	Spec	Description	Quantity	Unit	Unit Price	Total Price
WATER DISTRIBUTION SYSTEM						
44	02665	Connection to Existing Waterline (12")	3	EA	$16,215.00	$48,645.00
45	02665	Connection to Existing Waterline (8")	4	EA	$13,000.00	$52,000.00
46	02665	Connection to Existing Waterline (6")	1	EA	$12,100.00	$12,100.00
47	02050	Existing Gate Valve, Removal	18	LF	$1,860.00	$33,480.00
48	02050	Existing Fire Hydrant, Removal	7	LF	$2,795.00	$19,565.00
49	02665	12" CL350 DIP Water Pipe	3060	LF	$354.00	$1,083,240.00
50	02665	8" CL350 DIP Water Pipe	40	LF	$316.00	$12,640.00
51	02665	6" CL350 DIP Water Pipe	380	LF	$298.00	$113,240.00
52	02665	4" CL350 DIP Water Pipe	340	LF	$288.00	$97,920.00
53	02665	3/4" HDPE Water Service Line	25	LF	$208.00	$5,200.00
54	02665	8" Water Service Connection	1	EA	$19,000.00	$19,000.00
55	02665	6" Water Service Connection	9	EA	$13,900.00	$125,100.00
56	02665	4" Water Service Connection	16	EA	$12,850.00	$205,600.00
57	02665	3/4" Water Service Connection	1	EA	$10,200.00	$10,200.00
58	02665	Fitting - 12"x 12"x 12" Tee	3	EA	$6,700.00	$20,100.00
59	02665	Fitting - 12"x 12"x 8" Tee	4	EA	$6,700.00	$26,800.00
60	02665	Fitting - 12"x 12"x 6" Tee	1	EA	$6,700.00	$6,700.00
61	02665	Fitting - 12" Gate Valve	14	EA	$9,300.00	$130,200.00
62	02665	Fitting - 8" Gate Valve	8	EA	$5,590.00	$44,720.00
63	02665	Fitting - 6" Gate Valve	1	EA	$4,200.00	$4,200.00
64	02665	Fitting - 12" - 11.25° Bend	7	EA	$2,800.00	$19,600.00
65	02665	Fitting - 12" - 22.5° Bend	3	EA	$2,800.00	$8,400.00
66	02665	Fitting - 12" - 45° Bend	3	EA	$2,800.00	$8,400.00
67	02665	Fitting - 6" - 11.25° Bend	1	EA	$1,650.00	$1,650.00
68	02665	Fitting - 6" - 45° Bend	1	EA	$1,650.00	$1,650.00
69	02665	Fitting - 12" Alpha Coupler	3	EA	$3,350.00	$10,050.00
70	02665	Fitting - 8" Alpha Coupler	3	EA	$2,600.00	$7,800.00
71	02665	Fitting - 6" Alpha Coupler	1	EA	$2,600.00	$2,600.00
72	02665	Fitting - 8" End Cap	1	EA	$1,650.00	$1,650.00
73	02665	Fire Hydrant, Complete Assembly	8	EA	$18,250.00	$146,000.00
74	02665	Fire Hydrant Bollards	2	EA	$2,800.00	$5,600.00
75	02670	Water System Testing & Disinfection	1	LS	$55,900.00	$55,900.00
STORM SEWER SYSTEM						
76	02725	Storm Sewer Service Connection to Existing Drain	4	EA	$5,200.00	$20,800.00
77	02725	Storm Sewer Service Connection to Existing Structure	3	EA	$3,150.00	$9,450.00
78	02725	36" RCP Storm Sewer Pipe	60	LF	$725.00	$43,500.00
79	02725	30" RCP Storm Sewer Pipe	100	LF	$630.00	$63,000.00
80	02725	18" RCP Storm Sewer Pipe	290	LF	$540.00	$156,600.00
81	02725	12" RCP Storm Sewer Pipe	40	LF	$410.00	$16,400.00
82	02725	19"x30" Elliptical RCP Storm Sewer Pipe	400	LF	$745.00	$298,000.00
83	02725	24" HP Storm Sewer Pipe	2,350	LF	$260.00	$611,000.00
84	02725	18" HP Storm Sewer Pipe	330	LF	$223.00	$73,590.00
85	02725	12" HP Storm Sewer Pipe	100	LF	$205.00	$20,500.00
86	02725	12" SCH40 PVC Storm Sewer Pipe	120	LF	$197.00	$23,640.00
87	02725	10" SCH40 PVC Storm Sewer Pipe	30	LF	$227.00	$6,810.00
88	02725	24"x24"x18" Tee, Fitting and Connection	4	EA	$3,350.00	$13,400.00
89	02725	24"x24"x12" Tee, Fitting and Connection	3	EA	$2,800.00	$8,400.00

Item	Spec	Description	Quantity	Unit	Unit Price	Total Price
90	02725	24"x18"x24"x18" Double Tee, Fitting and Connection	3	EA	$5,600.00	$16,800.00
91	02725	18"x18"x18" Tee, Fitting and Connection	1	EA	$2,600.00	$2,600.00
92	02725	48" Manhole; 5 ft. Depth	10	EA	$14,900.00	$149,000.00
93	02725	48" Manhole, Extra Manhole Depth	24	VF	$1,575.00	$37,800.00
94	02725	60" Manhole; 5 ft. Depth	4	EA	$17,300.00	$69,200.00
95	02725	60" Manhole, Extra Manhole Depth	9	VF	$1,600.00	$14,400.00
96	02725	72" Manhole; 5 ft. Depth	2	EA	$20,650.00	$41,300.00
97	02725	72" Manhole, Extra Manhole Depth	3	VF	$2,800.00	$8,400.00
98	02725	5'x8' Rectangular Vault; 5 ft. Depth	2	EA	$26,000.00	$52,000.00
99	02725	5'x8' Rectangular Vault, Extra Depth	2	VF	$3,350.00	$6,700.00
100	02725	Rectangular Frame and Grate; Curb Inlet	19	EA	$560.00	$10,640.00
101	02725	Catch Basin; 2'x3' Rectangular	19	EA	$7,080.00	$134,520.00
102	02725	Circular Frame and Grate; Catch Basin Inlet	9	EA	$560.00	$5,040.00
103	02725	Catch Basin; 30" Circular	9	EA	$2,795.00	$25,155.00
104	02725	Hydronamic Treatment Unit	1	EA	$205,000.00	$205,000.00
105	02050	Existing Treatment Unit, Removal and Disposal	2	EA	$32,000.00	$64,000.00
MISCELLANEOUS ITEMS						
106	02665	Water, Sewer, Storm - Pipe Crossings	42	EA	$4,100.00	$172,200.00
107	02210	Exploratory Excavation	40	HR	$800.00	$32,000.00
108	**02210**	**Trench Dewatering**	**5000**	**LF**	$28.00	$140,000.00
109	02896	Rigid Foam Insulation, 4" Thick	350	LF	$28.00	$9,800.00
110	02050	Fence Removal and Salvage	150	LF	$116.00	$17,400.00
111	02050	Gone Golfing Parking Improvements	1	LS	$89,500.00	$89,500.00
112	02225	Type 2 Bedding	250	CY	$100.00	$25,000.00
113	**02700**	**Sewer Bypass Pumping Setup**	**4**	**EA**	$59,500.00	$238,000.00
114	**02700**	**Sewer Bypass Pumping**	**1125**	**LF**	$167.00	$187,875.00
115	**02776**	**Raised Pedestrian Crossing**	**2**	**EA**	$56,000.00	$112,000.00
116	**02210**	**Grade Connection, Tie to Existing Lanscape**	**2045**	**LF**	$30.00	$61,350.00
117	**02210**	**Grade Connection, Tie to Existing Gravel Lot**	**1825**	**LF**	$44.00	$80,300.00
118	**02210**	**Grade Connection, Tie to Existing Pavement**	**2460**	**LF**	$69.00	$169,740.00
					TOTAL	$16,585,000.00

ADDENDUM ACKNOWLEGEMENT	
Number	Addendum Date
1	February 17, 2025

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDER QUALIFICATION STATEMENT

This form is a short form of the EJCDC C-451 Qualification Statement. Additional information may be requested by the Town at any time to help determine if a Contractor is qualified to bid the Project.

1. **Bidder's organization has been in existence as a business under its present name and ownership for** 27 **years since** 1998.

2. **Bidder's organization has had experience in work comparable to that required under this contract for** 27 **years.**

3. **The Bidder has performed similar work on the following projects:**

	Year	Contract Amount	Type of Work
a.	2024	$4,444,490.00	Milling & Patching
b.	2022	$2,643,586.50	Utilities, Demo, Paving, Prep, SiteWork
c.	2022	$1,191,205.50	Sidewalks Project-TOJ Pearl St.
d.	2024	$412,578.00	Milling, Patching, Overlay, Utility Adjustment

4. **Bidder refers to the following for references on the aforementioned projects:**

	Name	Title	Phone Number
a.	Darrin Robinson	WYDOT Resident Engineer	307-248-0476
b.	Sam Venable	Project Manager	801-621-4185
c.	Brian Lenz	Town Engineer	307-739-4547
d.	Josh Kilpatrick	Engineer	307-733-2087

5. **Bank Reference (Name, Contact, Phone Number, and Email)**

Wells Fargo Attn: Henry Jones 307-739-3835
PO Box 1798 Jackson, WY 83001

6. **Surety Reference (Name, Contact, Phone Number, and Email)**

Fidelity & Deposit Company of Maryland
13500 SW Pacific Hwy Suite 116 Tigard, OR 97223

7. **Insurance Reference (Name, Contact, Phone Number, and Email)**

Valerie Reece 513-867-3822
oldcastle.certs@libertymutual.com

8. Attach a schedule (list) of labor and construction equipment with hourly rates, owned or rented by the Bidder and all Subcontractors that are expected to be used in the performance of the Work. A final schedule will be submitted with Preliminary Schedules per the General Conditions and the Supplementary Conditions.

9. In addition to the labor and equipment provided in 7, attach any information on specialized equipment and rates expected to be used on the project.

10. Attach any information pertaining to disclosures regarding existing contracts; legal actions against or by the bidder; history of being barred, disqualified, or released from contracting by any government agency (last 5 years); any defaults or failures to complete a project; or any other matter that might impact the Bidder's ability to complete the work.

☒ No Disclosures to make.	☐ See Attached

11. Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification. N/A

Certification		Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise			
☐ Minority Business Enterprise			
☐ Woman-Owned Business Enterprise			
☐ Small Business Enterprise			
☐ Disabled Business Enterprise			
☐ Veteran-Owned Business Enterprise			
☐ Service-Disabled Veteran-Owned Business			
☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

This Bidder Qualification Statement is offered by:

Bidder:	Evans Construction
Name:	Mike Camp
Signature	Mike Camp

2025 Equipment Price List

Effective July 16, 2024

Material Transportation			
1 Ton Dump Truck (2 cy) - (3 ton)	$	135.00	per Hour
3 Axle Dump Truck (8 cy) - (12 ton)	$	145.00	per Hour
3 Axle Dump Truck w/ Pup (15 cy) - (22 ton)	$	165.00	per Hour
Additional Axle Dump Truck (11 cy) - (17 ton)	$	165.00	per Hour
Additional Axle Dump Truck w/ Pup (20 cy) - (30 ton)	$	185.00	per Hour
Strong Arm End Dump (16cy) - (24 ton)	$	165.00	per Hour
Belly Dump (17 cy) - (25 ton)	$	175.00	per Hour
Belly Dump w/ Pup (22 cy) - (33 ton)	$	200.00	per Hour
Belly Dump Train (26 cy) - (40 ton)	$	225.00	per Hour
Fifth Wheel w/ Rock Trailer (13 cy) - (20 ton)	$	185.00	per Hour
Fifth Wheel w/ Side Dump Trailer (18 cy) - (28 ton)	$	185.00	per Hour
Fifth Wheel Tractor	$	160.00	per Hour
Rear Discharge Mixer	$	185.00	per Hour
Front Discharge Mixer	$	185.00	per Hour
Water Truck	$	155.00	per Hour

Equipment Transportation and Permits			
Pickup - Pilot Car - Transport	$	105.00	per Hour
Pickup with Trailer	$	145.00	per Hour
One Ton Truck with Trailer	$	145.00	per Hour
Dump Truck with Trailer	$	185.00	per Hour
Tractor with Platform/Float Trailer	$	195.00	per Hour
Tractor with XL Specialized Slide Axle Trailer	$	215.00	per Hour
Tractor with Trailking Lowboy	$	225.00	per Hour
Tractor with Trailking Lowboy (Jeep &/or Booster)	$	280.00	per Hour
Permits & Carrier Insurance (Minimum Charge)	$	95.00	per Each

Loaders			
Skid Steer Loader	$	125.00	per Hour
L 70 Volvo Loader/Tool Carrier (Over Width)	$	150.00	per Hour
L 90 Volvo Tool Carrier (Over Width)	$	160.00	per Hour
938 Cat Loader (Over Width)	$	160.00	per Hour
950 Cat Loader (Over Width)	$	160.00	per Hour
966 Cat Loader (Over Width)	$	170.00	per Hour
972 Cat Loader (Over Width & Overweight)	$	180.00	per Hour
988 Cat Loader (Over Width & Overweight)	$	295.00	per Hour

Excavators			
Mini-Excavator	$	145.00	per Hour
John Deere 310 Backhoe	$	155.00	per Hour
315L Cat Excavator (Over Width & Overweight)	$	165.00	per Hour
320 Cat Excavator (Over Width & Overweight)	$	175.00	per Hour
330 Cat Excavator (Over width & Overweight)	$	220.00	per Hour
345 Cat Excavator (Over Width & Overweight)	$	295.00	per Hour
Excavator Attachments (Thumb, Hoe-Pack, Etc.)	$	50.00	per Hour

2025 Equipment Price List

Effective July 16, 2024

Crane, Fork Lift, and Man Lift			
Grove Rough Terrain Crane	$	355.00	per Hour
Fork Lift	$	110.00	per Hour
Man Lift	$	255.00	per Hour

Motor Graders			
140G Cat Grader	$	195.00	per Hour
160H Cat Grader	$	195.00	per Hour

Dozers, Off Road Trucks, and Scrapers			
D6 Cat Dozer (Over Width Permit)	$	185.00	per Hour
D8 Cat Dozer (Over Width & Overweight, 2 Pilot Cars)	$	295.00	per Hour
Articulated Off Road Truck (35 Ton)	$	255.00	per Hour

Compactors			
Jumping Jack Compactor w/ Operator	$	100.00	per Hour
Plate Compactor w/operator	$	100.00	per Hour
REV9000 Plate Compactor w/ Operator	$	120.00	per Hour
Sheeps Foot Trench Roller - Single Drum Padfoot 8 Ton	$	130.00	per Hour
CA251PD Dynapac - Single Drum 8-12 Ton	$	185.00	per Hour
CX76EXT Cat - Single Drum >12 Ton	$	185.00	per Hour
CB-224 Cat - Double Drum 3-4 Ton	$	130.00	per Hour
DD 29 Ingersoll Rand - Double Drum 3-4 Ton	$	130.00	per Hour
DD 118 Ingersoll Rand - Double Drum 11-13 Ton	$	195.00	per Hour
Rubber Tire Pneumatic Roller 4-9 Ton	$	185.00	per Hour

Asphalt and Chip Seal Equipment			
Crew Truck with Driver	$	175.00	per Hour
Material Transfer Buggy	$	355.00	per Hour
AP 655 Cat Paver (Includes Paver & Screed Operator)	$	295.00	per Hour
Chip Spreader (Includes Chipper, Belt, and Head Operator)	$	315.00	per Hour
Asphalt Broom	$	195.00	per Hour
Asphalt Zipper	$	195.00	per Hour
Asphalt Distributor	$	195.00	per Hour
Nuclear Density Gage & Technician	$	150.00	per Hour

Screening Equipment			
Grizzly	$	65.00	per Hour
Reed Screen w/o Operator	$	115.00	per Hour
Screen-It w/o Operator	$	155.00	per Hour
Wash Plant	$	450.00	per Hour
Small Crusher	$	1,000.00	per Hour
Large Crusher	$	1,500.00	per Hour
Generator Diesel 50-100KW (Whisper-Watt)	$	65.00	per Hour
Generator Diesel 201-500KW (Wash Plant, Small Crusher, Hot Plant)	$	195.00	per Hour
Generator Diesel 500+KW (Large Crusher)	$	365.00	per Hour

EVANS CONSTRUCTION
A CRH COMPANY

2025 Equipment Price List

Effective July 16, 2024

Miscellaneous				
Polaris Ranger w/o Operator		$	55.00	per Hour
3/4 Ton and 1 Ton Pickup with Driver		$	135.00	per Hour
1 Ton Truck with Driver		$	135.00	per Hour
2 Ton Truck with driver		$	155.00	per Hour
Water Pump - 3" w/o Operator		$	45.00	per Hour
Water Pump - 6" w/o Operator		$	75.00	per Hour
Compressor w/o Operator		$	75.00	per Hour
Portable Welder w/o Operator		$	65.00	per Hour
Self Propelled Saw w/o Operator		$	65.00	per Hour
Grade Laser w/o Operator		$	40.00	per Hour
Pipe Laser w/o Operator		$	40.00	per Hour
Laborer		$	80.00	per Hour
Labor Operator		$	100.00	per Hour
Labor Supervisor		$	140.00	per Hour
Labor Mechanic w/ Service Truck		$	270.00	per Hour

Utility Tools				
Service Tapping Tool	Minimum Charge	$	100.00	per Day
		$	25.00	per Hour
HDPE Pipe Welder (1"-4") with Generator	Minimum Charge	$	400.00	per Day
		$	60.00	per Hour
HDPE Pipe Welder (6"-14") with Generator	Minimum Charge	$	500.00	per Day
		$	70.00	per Hour

NOTES:

1 All prices are subject to change without notice.

2 Prices do not include Wyoming Sales Tax.

STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 0138

EVANS CONSTRUCTION COMPANY

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY of JANUARY TWO THOUSAND AND 25

Michele Johnson, Program Manager

EXPIRATION DATE: 1/1/2026

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0201202508

EVANS CONSTRUCTION
A CRH COMPANY

Appointment of Authorized Agents

Pursuant to the authority granted by the Board of Directors of Evans Construction Company ("the Company"), Scott Evans, President of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Agent of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company's business, including selling products, securing construction work, initiating company purchases and entering into contracts, for the benefit of the Company:

Authorized Agents:

Craig Clarke
Kathleen Bertsch
Amy L Barnes
Mike Camp
Kevin Raynor

Any of the actions described above that were previously taken by any Authorized Agent of the Company appointed hereunder in his or her capacity as such Authorized Agent are hereby adopted, ratified, confirmed and approved in all respects by the undersigned as the authorized acts and deeds of the Company.

IN WITNESS WHEREOF, I hereunto set my hand this 25th day of January 2024.

Scott Evans – President

Notary Public: Amy L Barnes

AMY L BARNES
Notary Public - State of Wyoming
Commission ID: 160506
My Commission Expires July 31, 2027

7/31/2027
My Commission Expires

BID BOND (PENAL SUM FORM)

Bond No. 69453-ZUR-25-45

Bidder	**Surety**
Name: Evans Construction	Name: Fidelity and Deposit Company of Maryland
Address *(principal place of business)*: 7255 S. Hwy 89 Jackson, WY 83001	Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 - 1056
Owner	**Bid**
Name: **Town of Jackson, Wyoming**	Project *(name and location)*: **Town of Jackson** **Gregory Lane Infrastructure Improvements**
Address *(principal place of business)*: **P.O. Box 1687** **150 East Pearl Avenue** **Jackson, Wyoming 83001**	Bid Due Date: **2:00 PM, February 20, 2025**

Bond

Penal Sum: Five Percent of Amount Bid (5%)

Date of Bond: 02/14/2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Evans Construction *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: Craig Clarke *(Signature)*	By: Misty Witt *(Signature) (Attach Power of Attorney)*
Name: CRAIG CLARKE *(Printed or typed)*	Name: Misty Witt *(Printed or typed)*
Title: VICE PRESIDENT	Title: Attorney-in-Fact
Attest: Mike Camp *(Signature)*	Attest: Laura Sudduth *(Signature)*
Name: MIKE CAMP *(Printed or typed)*	Name: Laura Sudduth *(Printed or typed)*
Title: SR. ESTIMATOR / PROJECT MANAGER	Title: Surety Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   - 3.2. All Bids are rejected by Owner, or
   - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Misty Witt**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of January, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1912 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

By: Christopher Nolan
Vice President

Dawn E Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 29th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY MD

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of February, 2025.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1912 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

LIST OF PROPOSED SUBCONTRACTORS

The Bidder submits the following as to subcontractors he/she intends to employ if awarded the Contract:

	NAME	ADDRESS	WORK TO BE PERFORMED
1.	Idaho Traffic Safety	3400 East Sunnyside Road Idaho Falls, ID 83406	Traffic Control
2.	WyoMilling	P.O. Box 628 Mills, WY 82644	Asphalt Milling
3.	JM Concrete	1160 Jones Street Idaho Falls, ID 53401	Concrete
4.	MD Nursery and Landscaping	2389 S Hwy 33 Driggs, ID 83422	Tree Removal/Clearing
5.	Delcon	PO Box 1748 Jackson, WY 83001	Electrical
6.	Westwood Curtis	PO Box 904 Jackson, WY 83001	Utilities
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

STAFF REPORT

Meeting Date:	March 3, 2025	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Thaw Well Easement Amendment	**Public Comment:**	Yes

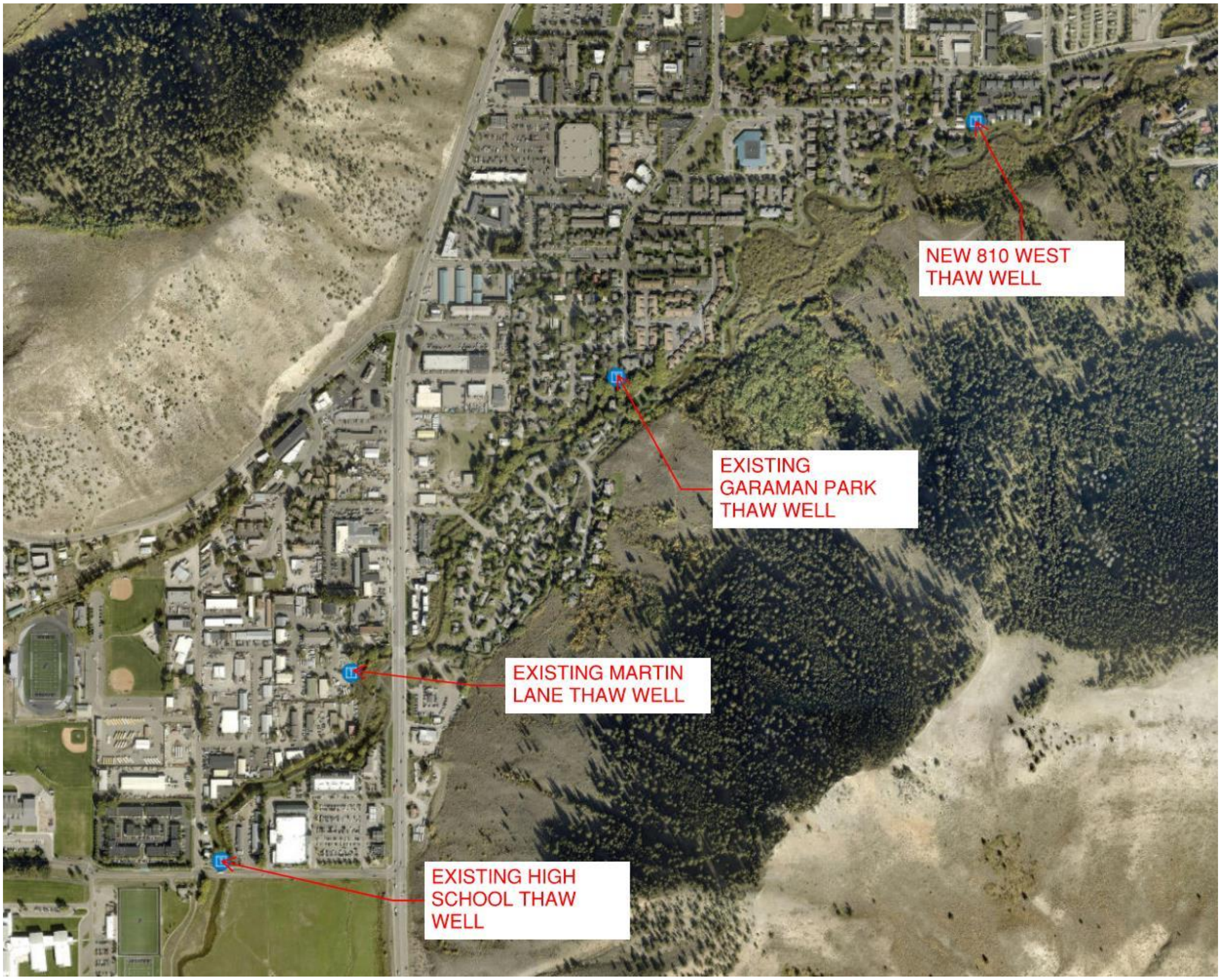
Purpose & Policy Considerations.
The purpose of this item is for the Council to consider being added as a grantee to an existing thaw well easement in place between 810 West Homeowner's Association, which is the grantor, and the Flat Creek Water Improvement District (FCWID), which is currently the sole grantee.

Requested Action.
Staff request the Council review the attached First Amendment to Thaw Well Easement and consider being added as a grantee to this existing agreement.

Recommendations.
Staff recommend the Council approve adding the Town as a grantee to the Thaw Well Easement.

Background.
Flat Creek runs through the Town and, at times during the winter, frazil ice forms in it. Frazil ice, stated concisely and non-scientifically, is a collection of loose, randomly oriented ice crystals, with various shapes, that forms during the winter in open-water areas of creeks and is caused by moving water coupled with cold temperatures causing the water column to become supercooled, and, ultimately, leaving ice formations (anchor ice) throughout the creek that forces water over banks. To mitigate the flooding that occurs as a result of this natural process, all homeowners along Flat Creek formed an improvement district – the FCWID – of which the Town is a part of and in which the Town plays a significant role. This role includes coordinating removal of ice formations to allow water to flow (and not flood the area) as well as owning thaw well infrastructure, and cooperatively managing its administration (via a third-party engineering firm). There are currently three thaw wells employed for use within Flat Creek, two of which have shared costs for maintenance and administration between the Town and the FCWID.

See map on next page.



In 2022, the 810 West Homeowner's Association and the FCWID executed the Easement giving the FCWID the right "to install, operate, maintain, and replace as necessary surface and subsurface thaw well improvements and equipment for use in mitigating ice formation and jamming in Flat Creek, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the installation, construction, maintenance, and replacement of said thaw well improvements and equipment; providing, however, that Grantee shall be responsible for the prompt replacement in kind of any landscaping removed or damaged by Grantee in the exercise of the rights granted by this easement."

The Teton Conservation District (TCD) was awarded approximately $500,000 to construct a thaw well in Flat Creek in this location, however, TCD, pursuant to the grant and its operating policy, will not own the infrastructure permanently. The Town, as is the case with all thaw wells in Flat Creek within the Town, would own the new thaw well. In order for both of these steps to take place – TCD to construct the thaw well and the Town to subsequently own the constructed infrastructure – both parties need to be added to the existing easement as grantees. The 810 West Homeowner's Association is amenable to this, leading to the attached Amendment.

Analysis & Key Policy Questions.
Notably benefit and detriment considerations for this item include:

- ✓ Benefits
  - TCD was awarded $500,000 of funding for the construction of a new thaw well (i.e., the Town will not have to pay to construct the infrastructure)
  - The new thaw well is expected to mitigate the formation of anchor ice and prevent flooding on Town property (Garaman Park, pathways, etc.) as well as private property along Flat Creek
  - FCWID will be responsible for paying all electrical costs related to the use of the new thaw well
- ✓ Detriments
  - The Town will take on the long-term ownership, maintenance, and replacement costs of the new thaw well post-construction
  - The Town will be responsible for ongoing Department of Environmental Quality (DEQ) reporting and testing for the new thaw well
  - Town will be responsible for adding computer control systems to the new thaw well

Possible Alternatives.
The Council could elect not to take ownership of the thaw well.

Comprehensive Plan & Priority Alignment.
Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.
Fiscal impact for this item will include $35,000 for the addition of computer control systems on the new thaw well and, second, costs associated with the Town ultimately owning the thaw well, which will add a marginal cost to the administrative and maintenance costs of the Town's existing thaw well suite.

Staff Impact.
This staff impact of this item was felt most keenly in the Legal and Public Works Department, with 30 hours of work in Legal and roughly 2 hours in Public Works.

Attachments or Links.
First Amendment to Thaw Well Easement

Suggested Motion.
I move to approve the First Amendment to Thaw Well Easement, with minor changes by staff.

FIRST AMENDMENT TO THAW WELL EASEMENT

This FIRST AMENDEMENT TO THAW WELL EASEMENT ("***Amendment***") is made effective as of this ___ day of ____________, 2025 by and between 810 WEST HOMEOWNER'S ASSOCIATION, a Wyoming nonprofit corporation, of P.O. Box 61, Jackson, Wyoming 83001 ("***Grantor***"), the FLAT CREEK WATERSHED IMPROVEMENT DISTRICT, a special district subdivision of the State of Wyoming, its successors and assigns, of P.O. Box 2037, Jackson, Wyoming, 83001 ("***FCWID***), TOWN OF JACKSON, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson Wyoming 83001 ("***Town***"), and the TETON CONSERVATION DISTRICT, a duly organized Wyoming Conservation District, its successors and assigns, of P.O. Box 1070, Jackson Wyoming 83001 ("***TCD***"). Grantor, FCWID, Town of Jackson, and TCD are each a ***Party*** to this Amendment and collectively are the ***Parties*** to this Amendment.

RECITALS

WHEREAS, Grantor and FCWID entered into that certain *Thaw Well Easement*, which was recorded on March 4, 2022, as Document No. 1034020 in the records of the County Clerk of Teton County, Wyoming ("***Easement***");

WHEREAS, pursuant to the Easement, Grantor granted to FCWID a non-exclusive easement on, over, under, across, and through the property described in Exhibit A and shown in Exhibit B to the Easement ("***Thaw Well Property Easement***") for the purposes set forth in the Easement;

WHEREAS, pursuant to the Easement, Grantor also granted to FCWID a non-exclusive ingress and egress easement over, across and through the property described as Lot 37, 810 West Addition to the Town of Jackson, according to that plat recorded with the Clerk of Teton County, Wyoming, on February 7, 2005, known as Plat No. 1141 (PIDN 22-41-16-33-3-09-037), for purposes of accessing the Thaw Well Property ("***Access Easement***");

WHEREAS, the Access Easement allows FCWID access to the Thaw Well Property Easement "to install, operate, maintain, and replace as necessary surface and subsurface thaw well improvements and equipment for use in mitigating ice formation and jamming in Flat Creek, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the installation, construction, maintenance, and replacement of said thaw well improvements and equipment; providing, however, that Grantee shall be responsible for the prompt replacement in kind of any landscaping removed or damaged by Grantee in the exercise of the rights granted by this easement."

WHEREAS, the Grantor and FCWID wish to add TCD and the Town as additional grantees to the Easement and the Town and TCD wish to be added to the Easement as additional grantees.

WHEREAS, Grantor and FCWID agree that this Amendment is consistent with the intent of the Easement to access, install, operate, maintain, and replace as necessary surface and subsurface thaw well improvements and equipment on the Thaw Well Easement Property.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual covenants and understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, FCWID, TCD, and the Town amend the Easement as follows:

1. The first paragraph of the Easement on page 1 is hereby deleted and replaced in its entirety by the following language:

   > KNOW ALL MEN BY THESE PRESENTS, that for Ten ($10) Dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which being hereby acknowledged, 810 WEST HOMEOWNER'S ASSOCIATION, a Wyoming nonprofit corporation, hereinafter called the "Grantor," hereby grants to the FLAT CREEK WATERSHED IMPROVEMENT DISTRICT ("FCWID"), a special district subdivision of the State of Wyoming, its successors and assigns, of Box 2037, Jackson, Wyoming, 83001, TETON CONSERVATION DISTRICT ("TCD"), a duly organized Wyoming Conservation District, its successors and assigns, of P.O. Box 1070 Jackson Wyoming 83001, and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson Wyoming 83001 ("Town of Jackson"), hereinafter FCWID, TCD and TOWN each individually and collectively called the "Grantee," a non-exclusive easement in, on, over, under, across, and through that property described on the Legal Description, Exhibit A, attached hereto and by this reference made a part hereof, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof hereinafter called the "Easement Property", for the following purposes:

2. TCD and the Town, each as a Grantee as used in the Easement, agree to be bound by all of the terms and conditions of the Easement and this Amendment.

3. Grantor and FCWID hereby ratify and confirm this Amendment to the terms of the Easement. Any terms of the Easement not otherwise modified herein shall remain as is and unaffected by this Amendment; provided, however, that it is intended that the Town and the TCD shall each be deemed a Grantee for all purposes under the Easement.

4. This Amendment may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, we have hereunto set our hands this ____________ day of ________________, 2025, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

GRANTOR:

810 WEST HOMEOWNER'S ASSOCIATION,
a Wyoming nonprofit corporation

____

By:

Its: Chair, Board of Directors

STATE OF WYOMING)

)ss

COUNTY OF TETON)

This instrument was acknowledged before me on _____________________, 2025 by ___________________ as the as Chair, Board of Directors, of 810 West Homeowner's Association.

____

Notary Public

My commission expires: ____________________________

The foregoing easement is hereby accepted by the FLAT CREEK WATERSHED IMPROVEMENT DISTRICT this _____ day of ___________, 2025.

GRANTEE:

FLAT CREEK WATERSHED IMPROVEMENT DISTRICT,
a special district subdivision of the State of Wyoming

____

By:

Its:

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____________________, 20____ by ____________________, as _________________, for the Flat Creek Watershed Improvement District.

____

Notary Public

My commission expires: ____________________________

The foregoing easement is hereby accepted by the TETON CONSERVATION DISTRICT this _____ day of ___________, 2025.

GRANTEE:

TETON CONSERVATION DISTRICT,
a duly organized Wyoming Conservation District

____

By:

Its:

STATE OF WYOMING)

)ss

COUNTY OF TETON)

This instrument was acknowledged before me on ____________________,
20_____ by __________________ as ________________, for the Teton Conservation District.

____

Notary Public

My commission expires: ___________________________

The foregoing easement is hereby accepted by The Town of Jackson, Wyoming this _____ day of ___________, 2025.

GRANTEE:

TOWN OF JACKSON
a duly organized Wyoming Conservation District

____

By: Arne Jorgensen

Its: Mayor

ATTEST:

____

By: Riley Hovorka

Its: Town Clerk

STATE OF WYOMING)

)ss

COUNTY OF TETON)

This instrument was acknowledged before me on _____________________, 2025 by Arne Jorgensen, as Mayor of the Town of Jackson, and Riley Hovorka , as the Town Clerk of the Town of Jackson.

____

Notary Public

My commission expires: ____________________________

STAFF REPORT

Meeting Date:	March 3, 2025	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Franchise Renewal: Curbside Recycling	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider entering a new franchise agreement with Jackson Curbside Recycling for the collection and disposition of recyclables within the Town.

Requested Action.
Staff requests Council review and consider the draft recyclables collection and disposition franchise agreement between the Town and Jackson Curbside Recycling.

Recommendations.
Staff recommends Council approve the recyclables collection and disposition franchise agreement between the Town and Jackson Curbside Recycling as presented in this staff report and approved on first reading during the February 18, 2025 Town Council meeting.

Background.
Jackson Curbside Recycling has had a franchise with the Town for many years for the collection and disposition of recyclables and would like to continue providing services in the Town. The current franchise expires in April 2025, thus necessitating a new agreement be reached. A draft franchise agreement is attached to this staff report setting forth the mutually agreeable terms and conditions between the parties. This ordinance was approved on first reading during the February 18, 2025 Town Council meeting.

Analysis & Key Policy Questions.
Highlights of the franchise agreement include:
- ✓ The term will be 5 years.
- ✓ An updated, more modern definition of Compostable/Recyclable Materials.
- ✓ The addition of authorization to collect Construction/Demolition Waste, as some of this waste may be able to be diverted.
- ✓ The franchise fee is unchanged - 2% (two percent) of gross revenues per year.
- ✓ The franchise fee shall be paid quarterly within thirty (30) days of the close of the quarter.

Possible Alternatives.
Council could choose to:
1. Direct the Town Attorney to negotiate different terms or conditions or add a term or condition;
2. Not contract with Jackson Curbside Recycling for the collection and disposition of recycling within the Town.

Comprehensive Plan & Priority Alignment.
More convenient recycling helps the Town of Jackson to achieve its waste diversion goals.

Fiscal Impact.
Entering the contract with Jackson Curbside Recycling is, generally, revenue neutral, as this party has been a franchisee and entering the new franchise agreement would result in continuation of the current payments being made to the Town and would be at the same rate. If Jackson Curbside Recycling increases its gross revenues, whether by increasing its existing

business of recyclables or adding the collection and recycling of Construction/Demolition Waste, the amount of money collected by the Town will increase, as the franchise fee is set as a percentage of the company's gross revenues.

Should the Town Council elect not to enter this franchise agreement, the Town would suffer a revenue loss of, roughly, $4,000 per year.

Staff Impact.
The staff impact of this item was mostly felt in the Legal Department and consisted of roughly 7 hours of negotiation and contract drafting. Additionally, it required, roughly, 1 hour of the Town Clerk's time to produce this draft agreement and staff report.

Attachments or Links.
First reading staff report
Ordinance S

Suggested Motion.
I move to approve Ordinance S, an ordinance granting a franchise agreement to Jackson Curbside Recycling, on second reading.

STAFF REPORT

Meeting Date:	February 18, 2025	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Franchise Renewal: Curbside Recycling	**Public Comment:**	Yes

Purpose & Policy Considerations.
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Analysis & Key Policy Questions.
Highlights of the franchise agreement include:

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- ✓ The franchise fee shall be paid quarterly within thirty (30) days of the close of the quarter.

Possible Alternatives.
Council could choose to:

1. Direct the Town Attorney to negotiate different terms or conditions or add a term or condition;
2. Not contract with Jackson Curbside Recycling for the collection and disposition of recycling within the Town.

Comprehensive Plan & Priority Alignment.
More convenient recycling helps the Town of Jackson to achieve its waste diversion goals.

Fiscal Impact.
Entering the contract with Jackson Curbside Recycling is, generally, revenue neutral, as this party has been a franchisee and entering the new franchise agreement would result in continuation of the current payments being made to the Town and would be at the same rate. If Jackson Curbside Recycling increases its gross revenues, whether by increasing its existing business of recyclables or adding the collection and recycling of Construction/Demolition Waste, the amount of money collected by the Town will increase, as the franchise fee is set as a percentage of the company's gross revenues.

Should the Town Council elect not to enter this franchise agreement, the Town would suffer a revenue loss of, roughly, $4,000 per year.

Staff Impact.
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Attachments or Links.
Ordinance S

Suggested Motion.
I move to approve Ordinance S, an ordinance granting a franchise agreement to Jackson Curbside Recycling, on first reading.

ORDINANCE S

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS AND FOR CONSTRUCTION / DEMOLITION WASTE FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION, DULY ASSEMBLED, THAT:

SECTION I.

WHEREAS, the Town Council, having determined that Jackson Curbside Inc ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority" or "Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

A. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
B. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
C. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
D. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
E. The Franchise granted to Grantee is nonexclusive.

<u>Paragraph 1. Grant of Authority</u>. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials and construction / demolition waste, as those terms are defined in Paragraph 4 hereof, within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

<u>Paragraph 2. Term of Franchise</u>. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

<u>Paragraph 3. Collection and Disposition</u>. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Grantee also promises and agrees that for Construction / Demolition Waste Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station accepts for recycling, Grantee may collect such waste and cause the same to be transported in accordance with the law and the ordinances of said Town to Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for recycling purposes, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be

provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of Collectible Materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

A. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.
B. Compostable / Recyclable Materials. "Compostable/Recyclable Materials" shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
C. Construction/Demolition Waste. "Construction / Demolition Waste" shall mean and include building materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for recycling and includes, but is not limited to, stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.

Together Compostable/Recyclable Materials and Construction / Demolition Waste shall hereinafter be called "Collectible Materials."

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. The franchise fee due and payable pursuant to this paragraph shall be paid quarterly within thirty (30) days of the close of the quarter. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 7. Books and Records. The Grantee agrees that the Franchising Authority, upon reasonable notice to the Grantee, may review and such of its books and records as are kept in the normal course of business at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 8. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a Collectible Materials service in the said Town for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees for such Collectible Materials collection specified in Section 17 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 9. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Collectible Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Collectible Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 10. Conduct of Work. Grantee, their employees or agents, engaged in the collection of-Collectible Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, their employees or agents, shall exercise reasonable care in the handling of Collectible Materials and the receptacles containing the same. Grantee may not burn any Collectible Materials but must haul all Collectible Materials, except that set forth in Section 9 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, their employees or agents, shall ensure in the hauling of Collectible Materials that no spillage occurs and that the Collectible Materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling where necessary and practical to do so and shall see to its proper storage.

Paragraph 11. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Collectible Materials collection fees or charges.

Paragraph 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 14. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring Collectible Materials collection services.

Paragraph 15. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 16. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Collectible Materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Collectible Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Paragraph 17. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

A. Commence an action in court seeking any relief which may be available; and
B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 19. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise agreement.

Paragraph 20. Pick-Up Locations. Collectible Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Paragraph 21. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001
Email: clerk@jacksonwy.gov

The notices or responses to the Grantee shall be addressed as follows:

Jackson Curbside Inc.
Attn: Kelly French
P.O. Box 10645
Jackson, WY 83002
Email: Kelly@jacksoncurbsiderecycling.com

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision

Paragraph 22 Miscellaneous Provisions.

A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
B. Severability. If any Section, sentence, paragraph: term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
C. Governmental Immunity. The Franchising Authority does not waive its governmental immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
E. Controlling law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
H. Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

JACKSON CURBSIDE, INC.	TOWN OF JACKSON
______________________________	______________________________
Kelly L. French	Arne Jorgensen, Mayor
	ATTEST:
	______________________________
	Riley Havorka, Town Clerk

SECTION II.
All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.
This ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE __ DAY OF __, 2025.
PASSED 2ND READING THE __ DAY OF __, 2025.
PASSED 3RD READING AND APPROVED THE __ DAY OF __, 2025.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the __day of _____, 2025.

I further certify that the foregoing Ordinance was duly recorded on page ___ of Book __ of Ordinances of the Town of Jackson, Wyoming.

____
Riley Havorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: March 3, 2025

RE: Town Manager's Report

Council Liaisons

Correspondence went out to the Executive Director of each board/organization with a reminder about the role of a Council liaison and a chart of new liaison assignments. An example of the correspondence that went out to each board/organization is attached. Since correspondence went out, a few organizations have updated their meeting days, times, and locations. An updated chart is attached to reflect those changes.

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ John Cannizzaro requests to hang two temporary banners at 105 Buffalo Way (Albertson's) from May 17-31, 2025 & 100 Snow King Avenue (Snow King Event Center) from May 30 – June 1, 2025, to advertise his Annual Crawfish Boil (P25-020).

- ✓ JH Juggernauts requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from April 13-20, 2025, May 4-11, 2025, and May 25 – June 1, 2025, to advertise various events of their Roller Derby Bout (P25-022).

- ✓ Tribe JH requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from April 7-19, 2025 to advertise their Sunday Public Easter Service (P25-026).

- ✓ Central Wyoming College requests to hang four temporary banners at 105 Buffalo Way (Albertson's), 250 W Broadway (Staples), and 532 N Cache Street (Elk Refuge Visitor Center) from April 27 – May 3, 2025 & 100 Snow King Avenue (Snow King Event Center) from May 2 – 3, 2025, to advertise their Native Voices Event (P25-027).

- ✓ Jackson Hole Youth Soccer requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from March 16-29, 2025 to advertise their Spring and Summer Programs (P25-033).

Staff recommends approval of these requests and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permits as requested.

February 14, 2025

Director
Organization
Street Address
City, State Zip Code

RE: Town Council Liaisons

Dear Director,

At the February 3, 2025 Town Council meeting, Council discussed and selected liaison assignments. Below is an excerpt from the Council's Rules and Procedures regarding liaisons.

<u>Section XVIII. Town Council Board and Committee Liaisons.</u>

A. *The Council may appoint individual members to liaise with various boards and committees throughout the community.*
B. *Each January, or as soon thereafter as the Council deems appropriate, the Council shall review the list of board and committee liaisons and make changes as they deem necessary. The liaison appointments shall be by majority vote the Council and shall remain valid until changed.*
C. *Council liaisons primary role is that of facilitator of communications from the relevant board or committee to the Council. As a liaison, Councilmembers should not be an advocate for the board or committee for whom they liaise, give direction, or influence a decision of that board or committee. Rather, as a liaison, Councilmembers:*
    1. *Assist and provide information to the board or committee; and*
    2. *Act as a spokesperson on behalf of the Council when so directed by the Council when seated as a body; and*
    3. *Act as a contact person, if the board or committee, or an individual member thereof, wants such a channel of communication.*
D. *A Council liaison role is NOT:*
    1. *To make suggestions, offer input, or give direction into the operations of the Board/Committee;*
    2. *To participate in governing board executive sessions;*
    3. *To independently review and comment or offer feedback on information/issues (stating their personal opinions or desires, what they believe the volunteer board should or should not do, information they should or should not consider, etc.);*
    4. *To represent the Town Council's position on any matter not previously discussed and "resolved" through a Council vote;*
    5. *To assist in operations, direction, or decision making of the Board/Committee; or*
    6. *To advocate for the Board/Committee in question.*
E. *A Councilmember who is appointed to sit as a member of a board, commission, or committee is not a liaison.*

F. *Attendance is discretionary, however, despite attendance not being required, it is strongly encouraged.*

Liaison assignments, as well as the Town's understanding of when and where your group meets, are shown in the attached 2025 Town of Jackson Liaison Assignment chart. Please review the attached chart and reach out with any updated meeting time details including the location of your meeting so that we can ensure the elected officials have the most up to date information. If the information is accurate, please reach out and confirm that with me as well. Updated information will be provided to Council liaisons as it is received.

If you would like to reach out to your assigned Council liaison, in order to best comply with public records, we would request you utilize each Councilmembers Town email for this purpose.

2025 Jackson Town Council		
Office	Name	Email
Mayor	Arne Jorgensen	ajorgensen@jacksonwy.gov
Council	Jonathan Schechter	jschechter@jacksonwy.gov
Council	Devon Viehman	dviehman@jacksonwy.gov
Council	Kevin Regan	kregan@jacksonwy.gov
Council	Alyson Spery	aspery@jacksonwy.gov

If you have questions, please do not hesitate to reach out to me.

Sincerely,

Riley H

Riley Hovorka
Town Clerk

Town of Jackson Liaison Assignments

	Arne Jorgensen	Jonathan Schechter	Devon Viehman	Kevin Regan	Alyson Spery
1	**Airport Board** 3rd Wednesday @ 9:00am	**Energy Conservation Works** (Voting Member) 4th Wednesday @ 10:30am		**START** 4th Thursday @ 3:30pm	**Board of Health** 4th Tuesday, odd months, 9:00am
2	**Parks & Recreation** 2nd Thursday @ 5:00pm	**Travel & Tourism Board** 2nd Thursday @ 3:00pm Town Council Chambers or via Zoom		**Pathways Taskforce** meets as needed	**Housing Supply Board** 2nd Wednesday @ 3:00pm 320 S. King St. or via Zoom
3	**Board of Examiners** Once annually, then as needed			**Housing Authority Board** (Point of Contact) 1st Wednesday @ 2:00pm via Zoom unless noted	**Public Art Taskforce** set by taskforce
4					**Planning Commission** (Point of Contact) 1st & 3rd Wednesday @ 5:30pm Town Council Chambers or via Zoom
5					**Design Review Committee** (Point of Contact) 2nd Wednesday @ 5:30pm Town Council Chambers or via Zoom
1	**Inter Agency Breakfast #1** 4th Tuesday @ 7:30am	**Senior Center** 2nd Wed @ 12:45pm, bi-monthly	**Fair Board** 2nd Monday @ 5:30pm	**Teton Conservation District** 3rd Wednesday @ 1:00pm TCD office or via Zoom	**Community Housing Trust** 4th Tuesday @ 9:30am
2	**Destination Stewardship Council** (Voting Member)	**St. John's Hospital Board** 4th Thursday @ 3:00pm	**JH Historical Society** Quarterly - Mar, Jun, Sep, Dec		
3	**Chamber of Commerce** 2nd to last Wednesday @ 12:00pm	**Center for the Arts**	**Teton County School District** (Point of Contact) 2nd Wednesday @ 6:00pm		
4		**Inter Agency Breakfast #2** 4th Tuesday @ 7:30am			
5		**JH Air** 1st Thursday @ 2:00pm			

LEGEND:	Town and County Joint Boards, Task Forces, or Committees
	Other Community Boards, Task Forces, or Committees
	Town Only Boards