



Board of County Commissioners - Staff Report

Meeting Date: February 17, 2026

Submitting Dept: Public Works

Presenter: Heather Overholser and Brian Schilling

Subject: Consideration of Teton Pass Trail Construction
Manager at Risk Notice of Award

Statement / Purpose: To consider a Notice of Award for a Construction Manager at Risk for the BUILD grant Teton Pass Trail Segment 2 project.

Background / Description (Pros & Cons): Teton County, Wyoming is the direct recipient of a federal BUILD (Better Utilizing Investments to Leverage Development) transportation grant from the U.S. Department of Transportation (USDOT) for the Teton Mobility Corridor Improvements (TMCI) project. The TMCI project comprises of 13 project components in the Greater Yellowstone Region of Idaho and Wyoming, spanning over 30 miles from Driggs, ID to Jackson, WY through the Teton Mountain Range along the WY-22/ID-33 transportation corridor. The Town of Jackson, the City of Driggs, Teton County, Idaho and the Idaho Transportation Department are sub-recipients of the BUILD grant funds.

Project Component #7 is segment two of the Teton Pass Trail, which is part of the larger Greater Yellowstone Trail. The proposed Teton Pass Trail is planned to extend from the Idaho/Wyoming state line at the Trail Creek Campground, where the phase one section of the Teton Pass Trail terminates, and will extend east up to 3.5 miles towards the Coal Creek Trailhead (final length is dependent upon private fundraising). This project will provide a safe pathway that will reduce roadway conflicts and allow pedestrians and cyclists to avoid this busy and narrow section of WY-22. It will also provide access to scenic sections of Caribou Targhee National Forest and help implement the vision for the Greater Yellowstone Trail.

Staff and the Jorgensen project team have been working on Teton Pass Trail planning and design since mid-2021. Delivering the project as scoped in the BUILD grant will create a significant financial burden on Teton County due to increased construction costs, as well as recent reductions in Teton County's revenues. As such, staff brought cost and scope reduction options to the Commission for consideration on September 29, 2025. The options ranged from the construction of a fully scoped project, including a pedestrian underpass at Coal Creek (as in the approved BUILD grant agreement), to full removal of the Teton Pass Trail component from the BUILD grant agreement. The Commission directed staff to pursue a reduction in scope with the Federal Transit Administration (FTA), with a County financial commitment of 20% of total project cost. A grant agreement revision request was submitted to the FTA and we are awaiting response. Meanwhile, local citizens are working to raise funds to allow for construction of the full 3.5-mile trail segment, or as much as the BUILD, County, and philanthropy funds will support.

Typically, construction projects are put out to bid with the exact scope of the project known and the cost determined by the lowest responsible bid. In this case, because the County and BUILD grant funds are capped and the philanthropy funds are still being raised, the exact scope of what can be constructed with those funds is unknown. As such, the project team recommends the contracting of a Construction Manager at Risk to perform pre-construction services and provide a Guaranteed Maximum Price contract that is publicly bid (based on the amount of funds available) for consideration by the Commission at a future date. The CMAR alternative project delivery method was selected because it will produce a collaborative partnership that will include the CMAR's involvement at the final design stage, with consideration given to scheduling, procurement, maximum budget availability, and project phasing. The CMAR will assist Teton County with expertise and advisement in constructability and determine a project construction scope (physical limits, etc.) that conforms to the Owner's budget. The Scope of Services for the CMAR contract generally consists of the following:

Pre-Construction Services

- a. Detailed constructability review of all 95% construction documents
- b. Final in-depth review of 100% construction documents
- c. Recommendations for a project that is within Owner's budget and federal funding schedule
- d. Schedule assistance
- e. Pre-GMP (Guaranteed Maximum Price) cost estimate analysis
- f. Final GMP cost estimate
- g. Weekly progress meetings with design team

The final GMP contract for construction of the project will be negotiated with the selected CMAR and brought to the Board for consideration. These services may include:

Future Construction Services

- a. Coordination, oversight, and construction management including subcontractors and material suppliers
- b. Management of all requirements included in the contract plans and specifications
- c. Management and coordination of all issued construction permits
- d. Quality control of all materials and testing as described in specifications
- e. Construction surveying as described in specifications
- f. General construction services based upon final GMP
- g. Detailed construction schedule including phases
- h. FTA payroll certification compliance and other requirements as identified in the CMAR Federal Clauses and Certifications

An RFP for a Construction Manager at Risk was advertised as follows:

- Wednesdays, January 7, 14, and 21 in the *Jackson Hole News and Guide*
- Saturdays, January 10 and 18 in the *Idaho Falls Post Register*
- Sundays, January 11 and 19 in the *Salt Lake Tribune*

The RFP was released on January 7 on the Public Purchase website. Six proposals were received on January 29 from the following contractors:

- Alpine Construction Management, LLC, Idaho Fall, ID
- American West Construction, LLC, Denver, CO
- Avail Valley Construction, Afton, WY
- Cannon Builders, Inc., Blackfoot, ID
- Whitaker Construction Company, Brigham City, UT
- Zak Dirt, Inc., Longmont, CO

The selection committee conducted a qualifications-based review and selection process, including interviews with the top three firms (American West Construction, Whitaker Construction Company, and Zak Dirt). Each proposal was scored based on the scoring criteria below:

	Proposal Scoring Criteria	Possible Points
1	Company Information	15
2	Project Team and Local/Seasonal Conditions Knowledge	15
3	Challenges and Change Orders	15
4	Bonding Capability (Does your firm have the capacity stipulated?)	Y/N
5	Safety	5

6	Schedule and Approach	20
7	Special Considerations	10
8	Experience with CMAR Contracting and References	20
9	Executed Certifications	Y/N
10	Project Cost Information – Estimate provided for Pre-Construction Services Fee	Y/N
	TOTAL	100

Whitaker Construction scored the highest overall average score at 94.2 (out of a possible 100 points), compared to the other proposer scores:

- Alpine Construction Management 67.8
- American West Construction 92.8
- Avail Valley Construction 76.4
- Cannon Builders 74.0
- Zak Dirt 86.8

If Notice of Award to Whitaker Construction Company is approved at the Feb. 17, 2026 BCC meeting, staff will bring the CMAR contract in front of the BCC for consideration on Monday, Feb. 23, 2026.

Stakeholder Analysis & Involvement: Staff and the project team, including consultants from Jorgensen Associates and its sub-consultants, developed the RFP, reviewed, and scored the proposals, and conducted interviews with the top three proposers.

Fiscal Impact: The fiscal impact for Whitaker Construction to perform the pre-construction services for the Teton Pass Trail is \$58,200. Funds are available in the approved FY2026 BUILD grant budget (Fund 26) to cover these costs, which are reimbursable by the BUILD grant at up to 80%. The overall commitment of BUILD and County funds toward the Teton Pass Trail total \$7.8M, \$6.2 from BUILD and \$1.6M from Teton County. Note that these funds will support the trail construction, as well as planning, design, and pre-construction services. The separate fundraising effort has produced approximately \$1M to date, resulting in a total project budget of \$8.8M. Fundraising will continue through early March. To unlock an approved \$1M FLAP grant to support the Coal Creek Underpass, an additional \$3.5M is needed to be raised through private philanthropy.

Staff Impact: Staff will work closely with the CMAR and Jorgensen project team, as well as WYDOT, the Caribou-Targhee National Forest, the fundraising team, FTA, and others. It will require significant staff time and effort throughout the pre-construction period, and from construction start (estimated at May 2026) through construction completion (estimated at July 2027). Grant reporting with FTA will continue beyond construction completion.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommend approval of the Notice of Award for the Construction Manager at Risk Contract to Whitaker Construction Company for pre-construction services for the Teton Pass Trail.

Attachments: Whitaker Construction Company's proposal

Suggested Motion: I move to approve the Notice of Award to Whitaker Construction Company for Construction Manager at Risk pre-construction services for the Teton Pass Trail project in the amount of \$58,200.

**PROPOSAL TO SERVE AS
CMAR CONTRACTOR
FOR THE
Teton Pass Trail**

**TETON COUNTY, WYOMING
DEPARTMENT OF PUBLIC WORKS**

**Attn: Brian Schilling, Teton County Pathways Coordinator
bschilling@tetoncountywy.gov**



Whitaker Construction Company

44 South 1050 West Brigham City, UT 84302

Contact: Quinn Hamson - Director of Preconstruction

Email: quinn@whitcon.com

Phone: 801-589-6858





44 S 1050 W
Brigham City, UT 84302
Phone # (435) 723-2921
www.whitcon.com

January 29, 2026

Teton County Board of County Commissioners

RE: Teton Pass Trail Pathway Construction Manager at Risk (CMAR) Proposal

We're pleased to submit this proposal for the Teton Pass Trail. We've built our reputation over 70 years on exactly this type of challenging work and hope you will consider us for this project.

Who We Are:

Whitaker Construction has been in the heavy civil and underground utility construction business since 1953. We're employee-owned and grown from a small Utah contractor to a regional heavy civil leader with 600+ employee-owners, but we've stayed focused on what we do best: which is challenging heavy civil work.

Our headquarters are in Brigham City, Utah and we work continuously in Wyoming as well as in eight other western states.

Why Us

The Teton Pass Trail hits the sweet spot of what we do well:

Mountain construction: We recently completed the Wasatch Peaks Ranch CMAR project (\$229M), building 10 miles of new roadway and infrastructure for a mountain resort community and ski resort on a forested site at high elevation. We worked year-round through mountain winters, managed environmental sensitivities, and delivered \$32M in savings through design input and constructability reviews.

Trail and pathway experience: We have built several other recreational trails that we have highlighted in our proposal, as well as the recently awarded Colorado River Gap Trail (\$9M) in Moab UT giving us experience with exactly what you're building—multi-use trail with retaining walls, pedestrian tunnels, etc. We also have significant experience in building challenging projects in narrow canyon corridors with limited access and staging.

CMAR expertise: We've completed over 20 CMAR projects valued at \$470M+, with another \$200M currently under contract. We genuinely understand the collaborative CMAR process and are proud to say that we've never failed to negotiate a GMP on every CMAR project we have been selected on.

Project Team

Dennis Ashton will serve as your project manager. Dennis brings 25+ years of heavy civil experience including challenging mountain terrain projects. His background in earthwork and road construction, positions him perfectly to manage the coordination challenges on Teton Pass Trail.

Supporting Dennis will be Quinn Hamson (Design Assistance Manager/Cost Estimator), who has led preconstruction services on numerous CMAR projects and brings 28 years of estimating and project management experience, along with Steve Devey (Superintendent), who will oversee daily field operations.

This team will be backed by our senior management including Rhett Tatton (VP of Safety), Erik Wolf (VP of Operations, Heavy Civil), and Brett Nielsen (President).

What We Bring to Teton County:

Honest preconstruction input: We'll tell you what we're seeing in the design—good and bad. We see our job during preconstruction as helping you get the best and most project for your budget.

Mountain project realism: We know what work and weather limitations are at 8,000 feet elevations. We know the difficulties in working in a narrow canyon corridor and how to minimize the impacts to the traveling public on a canyon highway.

Local subcontractor partnerships: We'll actively work to engage qualified local subcontractors both by publicly soliciting bids and personally reaching out with invitations. We want local people working on local projects.

Our Commitment

If selected, you'll get the team we're proposing. You'll get transparency on costs and schedule. You'll get someone answering the phone when you call. And you'll get a project you can be proud of when we're done.

Thank you for the opportunity to propose on this important project. We look forward to discussing how we can help Teton County deliver a trail that serves your community for generations.

Sincerely,



Quinn Hamson
Director of Preconstruction
Whitaker Construction Company
44 South 1050 West, Brigham City, UT 84302
Tel: (801) 589-6858 | Email: quinn@whitcon.com

We acknowledge three addenda to this proposal.



1. Company Information

1b. Firm Background

Whitaker Construction was founded in 1953 in Brigham City, Utah. For more than 70 years, we've been building underground utilities and heavy civil projects across the Intermountain West. What started as a small family operation has grown into a regional leader with approximately 600 employees, but we've never lost sight of our founder's motto: A square deal for a fair price.

We're a 100% employee-owned company. When your crew foreman or equipment operator owns part of the company, they care about the outcome. Every project reflects on us, and that shows in the quality of work we deliver.

Our annual work volume runs between \$300-\$350 million across Utah, Idaho, Wyoming, Nevada, Colorado, Arizona, Oregon, and Washington. We maintain bonding capacity of \$400 million in aggregate and \$100 million per contract. We're financially stable and conservative, we've been through booms and busts, and everything between, and still here because of the good people we have and good relationships we have built.

We operate twenty large pipeline crews, twenty-five small utility crews, ten earthwork crews, two concrete crews, along with specialty crews for cured-in-place pipe lining, mechanical piping, directional drilling, aggregate production, and more. We own nearly all our equipment—we aren't dependent on rental availability. When you need equipment on site tomorrow, we make that happen.

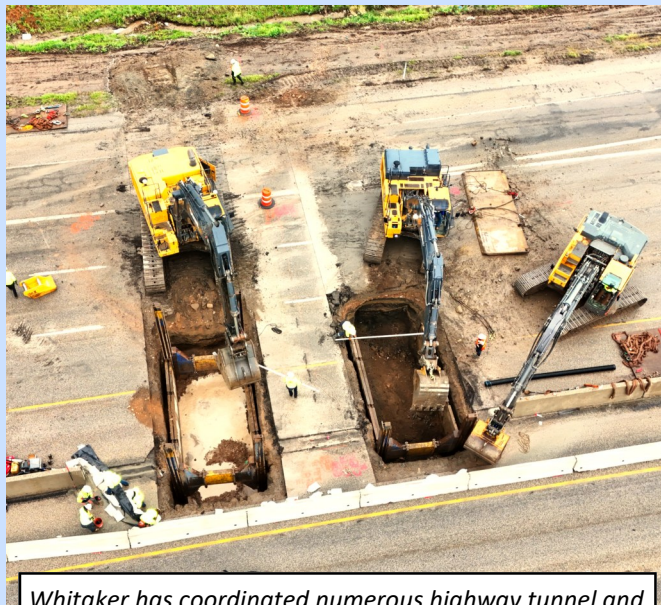
We specialize in difficult projects in challenging locations—the kind of work other contractors walk away from. Steep slopes, limited access, sensitive environmental constraints, compressed schedules, working with numerous shareholders—this is what we're good at. We have completed more than twenty CMAR projects, totaling more than \$470 million, and currently have over \$200 million in CMAR work under contract.

1c. Litigation History

We answer No to all of the following questions regarding the last five years:

- Had a settled or pending claim against your payment or performance bond
- Had a contract terminated on a project
- Been assessed liquidated damages for late delivery of a project

- Taken legal action or dispute resolution proceedings (claim) against an Owner or project
- Failed to deliver a project from preconstruction or construction



Whitaker has coordinated numerous highway tunnel and utility crossings requiring weekend work and accelerated schedules (multi-shift) like the dual 78" aqueduct crossing of highway 89 shown here in Weber Canyon Utah

Team interactions between phases	
Preconstruction Phase	Construction Phase
Focus on design optimization and budget analysis with emphasis on moving project quickly to construction	Focus on field execution with design team providing clarifications and addressing construction issues
Predominantly office-based interaction with periodic site visits	Field focus with weekly progress meetings.
Emphasis on value engineering, risk reduction and cost modeling	Emphasis on quality control, schedule adherence, and issue resolution
Forward-looking, preventative problem solving	Real-time, responsive problem solving

2. Project Team and Local/Seasonal Conditions Knowledge

2a. Key Staff Whitaker Construction proposes the following team of professionals with extensive CMAR and similar project experience who will provide leadership and continuity throughout the project.

Project Manager – Dennis Ashton

Dennis will be the primary contact and will oversee all aspects of preconstruction and construction. He brings 25+ years of heavy civil construction. In addition to his extensive experience, Dennis is easy to work with, well organized and brings strong leadership. (See resume in appendix A)



Superintendent – Steve Dewey

Steve will run the field operations during construction. Steve has more than 30 years of heavy civil construction experience having worked as a superintendent for much of his career. He's the guy who'll be on site every day making sure the work gets done right. (See resume in appendix A)



Design Assistance Manager –

Quinn Hamson: Quinn will lead the preconstruction effort, working with the design team to provide constructability input, develop cost estimates, explore any value engineering options and help establish a realistic GMP. With 28 years in construction estimating and project management, Quinn has led preconstruction services on numerous CMAR projects and knows how to translate design intent into buildable, biddable work. (See resume in appendix A)



Health, Safety & Environmental (HSE) Manager – Rhett Tatton

Rhett oversees safety across all Whitaker projects and will provide direct support to the Teton Pass Trail team. With extensive experience in public works safety, Rhett will ensure our crews go home safe every day. His team will conduct regular site visits, lead safety training, and address any safety concerns. (See resume in appendix A)



2b. Evidence of success in maintaining project schedules for past projects of similar nature.

We understand that building a trail may sound simple but when working in the Tetons, we're working against a short construction season, unpredictable mountain weather, and the need to keep Highway 22 open for public use with minimal delays. We have significant experience in meeting all these challenges. We have constructed road and pipeline projects in all the major canyons along the Wasatch Front in Utah in these exact conditions. Here are a couple of project examples that had much in common with this trail project to provide some examples of past experiences and successes.

Cache Water Restoration CMAR Project

Location: Logan Canyon, Cache County, Utah

Owner: Cache County

Engineer: JUB Engineers (CM), Designers- Hansen Allen & Luce and MWH.

Contract Price: \$18.9 Million

Dates: Completed in 2013 (within 7 months)



8,000 feet of canal enclosure in Logan Canyon



While this project purpose wasn't primarily a trail this job has many similarities to what you're facing on Teton Pass Trail. We replaced 8,000 feet of open canal on a narrow canyon shelf, with box culverts—all in Logan Canyon during winter months.

The owner originally expected this work would require two winter construction seasons. Through the CMAR process, we broke the project into phases so we could start construction early on more accessible areas while design was being finalized on more complex sections. This let us work multiple locations.

Cache County is one of the coldest regions in Utah, with the Peter Sinks having the coldest temperatures in the USA; and that winter was a cold one. We worked through the whole winter and had the system operational by May 1st, 2013—completing the work in only seven months.

One of the side benefits of the project was that in the end, the completed canal enclosure became a walking trail in the canyon area!



North Fork Siphon Replacement CMAR Project

Location: Uintah Mountains, Utah

Owner: Central Utah Water Conservancy District

Engineer: AECOM

Contract Price: \$25.3 Million

Dates: Completed in 2021

4,860 feet of 84-inch welded steel pipe in Uintah Mountains, slopes up to 70%, remote mountain terrain, river crossing



This project involved replacing a large siphon on the canyon hillsides—where access was severely limited, weather windows were short, and conventional equipment wouldn't work. The original approach assumed we'd build access roads for equipment, with large environmental impacts.

During preconstruction, we proposed an alternative: a cable crane system to transport and place 84-inch pipe on steep slopes without building extensive access roads. This innovative approach kept us going even when weather hit because we weren't dependent access roads that would have been impassable during winter conditions.



Wasatch Peaks Ranch CMAR Project

Location: Morgan, Utah

Owner: Wasatch Peaks Development

Engineer: Kimley-Horn

Contract Price: \$229 Million

Dates: Completed in 2024

10 miles of mountain roads and complete infrastructure for a ski resort development.



This four-year project gave us extensive experience working year-round at mountain elevations similar to Teton Pass. We built roads through steep forested terrain, moved over 700,000 cubic yards of material, constructed retaining walls and bridges, and installed complete utilities—all while dealing with mountain conditions.

The project had aggressive milestones with minimal flexibility. We maintained schedule by planning work around seasonal constraints, addressing constructability issues during preconstruction before they became schedule problems, and using our depth of equipment and crews to surge resources when weather windows opened up.



Local Seasonal Conditions Knowledge & Approach to Schedule Adherence

At Teton pass we are looking at the following challenges:

Short construction seasons, afternoon thunderstorms in July and August, limited work areas and accesses, protections and accommodations to the traveling public, etc.

Our Approach to Schedule Performance

Aggressive spring 2026 mobilization: With the plans being nearly finished, we would concentrate on assisting the County with completing the cost estimates, value engineering exploration and constructability inputs quickly to help set the stage for construction as early as possible. Every day we can work in May is a day we don't have to make up later.

Multiple work fronts: We'll ensure that crews working simultaneously on different sections to maximize good weather periods

Sequence work for seasonal windows: Earthwork and retaining wall construction can proceed in marginal conditions. Paving and other surface restoration requires better weather. We sequence the schedule so critical path items aren't all weather-sensitive.

Equipment and crew depth: If weather creates delays or we identify opportunities to accelerate work during favorable conditions, we can bring additional resources from our 600+ employee workforce and extensive equipment fleet.

2c. Current and Project Project Workload

See appendix B for our current and projected workload

2d. Recent Similar Projects

Virgin River South Trail Phase 2

\$1.5M (Completed in 2024)

Owner: The City of St. George, UT

Mark Goble 435-627-4540 mark.goble@sgcity.org

Engineer: Alliance Consulting

Craig Coats 435-673-8060

ccoats@allianceconsulting.us

Our team completed the construction of the Virgin River South Trail Phase 2 extension from Brigham Road to the existing trail system under I-15. Work included grading and earthwork along the full alignment. A basalt retaining wall was built to match existing structures, and an MSE wall was installed beneath I-15, which required adjusting a UDOT storm drain man-hole and temporarily removing and replacing riprap. Two pedestrian bridges were constructed, including concrete abutments, concrete approaches, and stamped concrete decks. The 80-foot pedestrian span was set using a crane with UDOT coordination. Additional work included managing pedestrian access and coordinating with UDOT and Walmart throughout the project.



Logan Canyon Connector Trail

\$997K (Completed in 2019)

Owner: Logan City Parks and Recreation
Ed Stephens (435) 716-9260

Engineer: Logan City
Paul Lindhardt- Public Works Director 435-716-9151
paul.lindhardt@loganutah.gov

The Canyon Connector Trail consisted of a 10-foot-wide concrete trail, three separate gabion walls, and fencing at the mouth of Logan Canyon. The trail connects the Utah State University campus to the Skyline and Bonneville Shoreline Trails. We assisted the city in wall design and approval with UDOT as well as traffic and pedestrian safety controls.



Two new culinary water wells were drilled and outfitted, with 17,000 feet of 20-inch and 7,800 16-inch transmission lines to deliver water. The water system also included one million gallon tank, three 100,000-gallon water tanks, three booster pump stations, and a chlorination facility. The waterline was also suspended from a 110-foot steel girder bridge that Whitaker Construction was contracted to build.

Over 10,000 lineal feet of main sewer trunkline was been installed with a 1,600 ft bore under the interstate to connect the sewer line to the wastewater treatment plant. A large two stage lift station was constructed to pump the wastewater to an intermediate lift station and then into the gravity line.

The roadway through cut earthwork mountainous areas required soil nail walls, reinforced slope stabilization, MSE walls, gabion walls, and wire walls. Many temporary rag walls were built to stabilize embankment areas until the permanent walls could be constructed. Whitaker Construction constructed three steel arch bridges, one concrete arch bridge, a 70-foot steel girder bridge and a 110-foot steel girder bridge.

Through our preconstruction assistance over \$32M in value engineering savings were incorporated into the project.

Wasatch Peaks Ranch

\$229M (Completed in 2024)

Owner: Wasatch Peaks Development
Vance Bostock 303-349-1949
ybostock@wprdevco.com

Engineer: Kimley-Horn
Zach Johnson (303) 493-1813 zach.johnson@kimley-horn.com

This project consisted of ten miles of new roadway through mountainous terrain. Whitaker moved over one million cubic yards of native material to create a new road alignment for access to a new resort.

I-84 Burley Interchange,

\$31.4M (Completed in 2025)

Owner: Idaho Transportation Department
Shihab Al Beiruti 208-886-7851
shihab.albeiruti@itd.idaho.gov

Engineer: CE&I Consultant (Civil Science)
Rob Ramsey 208-737-0007, rramsey@civilsience.com



We partnered with Wadsworth Brothers Construction on this major ITD project to replace the aging diamond interchange at MP 208 on Interstate 84. The full project scope covered four bridge replacements, nine MSE retaining walls, eight lane miles of Portland cement concrete pavement, comprehensive drainage systems, signing and striping, and final seeding and erosion control.

Whitaker's role focused on the heavy earthwork and retaining wall construction—the foundation work that makes everything else possible. We moved 123,240 cubic yards of excavation and brought in 259,453 cubic yards of borrow material. From there, we placed 138,025 tons of granular subbase and 119,893 tons of aggregate base. Our crews also built nine different MSE retaining walls totaling over 30,000 square feet. These walls were critical for managing the elevation changes and right-of-way constraints inherent in rebuilding an active interstate interchange.

The project required close coordination with ITD to maintain traffic flow on both I-84 and SH-27 throughout construction, careful phasing to keep the interchange functional during the work, and managing the interface between multiple prime scopes. Dennis Ashton served as our project manager.

Bear Lake Marina Expansion

\$51.4M (scheduled for completion in 2027)

Owner: State of Utah DFCM
Darrell Hunting
(801) 244-7644, dhunting@utah.gov

Engineer: Horrocks
Dave Dillman
(801) 376-7330, dave@horrocks.com

We're currently building a new marina at Bear Lake State Park for Utah DFCM—a \$51.4 million CMAR project that involves importing over 600,000 cubic yards of fill material to construct the perimeter dike and parking areas, excavating 250,000 cubic yards from the lake bottom, extensive dewatering, and all associated marine facilities and surface improvements. The sheer volume of material movement made aggregate sourcing critical to project economics.

During preconstruction, our Whitaker team worked with the State of Utah and BLM, to identify and permit two aggregate sources on BLM land near the site, generating substantial cost savings compared to hauling from distant commercial pits. We're constructing the perimeter dike in open water first, then dewatering the enclosed marina basin to build foundations for boat docks, ramps, and facilities before breaching the dike to introduce water. Quinn Hamson serves as design assistance manager and Steve Dewey as Superintendent.



3. Project Challenges and Change Order Management

3a. Greatest Project Challenges

Challenge 1: Limited Construction Season

At these higher elevations, the effective construction season runs roughly May through October, but late spring snow, early fall storms, and afternoon thunderstorms will all impact the schedule. Realistically we have maybe 8-10 months of productive weather windows across two seasons.

Our approach: One way to hit your July 2027 completion is by getting the preconstruction work done quickly to allow for a spring 2026 start as soon as conditions allow, maximizing our time for good weather. We'll sequence work so weather-sensitive operations happen during good weather windows and work on less weather sensitive work until it becomes completely unfeasible to continue due to weather.

Challenge 2: Working Adjacent to Highway 22

With the critical importance of Highway 22 to those traveling to and from Jackson, the need to limit traffic impacts will be crucial. This will require coordination with WYDOT, and demand careful traffic control management.

Our approach: On past canyon projects, to limit disruptions, we have performed traffic studies and modeled traffic flows to create plans that the maximum time any car would have to wait. For this project, we'll work closely with WYDOT to develop traffic control plans that minimize disruption. For the pedestrian tunnel work, we will create a crossing plan that will limit closures during important travel times focusing on night or weekend work and multiple crews/shifts to complete the crossing as quickly as possible. We've planned and executed similar open cut tunnel crossings on other highway and freeway projects just like this.

Challenge 3: Retaining Wall Construction in Limited Access Areas

With more than 11,000 feet of retaining walls, wall construction will be a major component of this project. Access for equipment, material delivery, and construction sequencing will be constrained by the narrow corridor between the highway and the mountainside.

Our approach: During preconstruction, we'll work with the design team to confirm wall types are appropriate

for the different areas and constraints, and establish realistic sequencing for their installation. We've built extensive retaining walls in tight mountain corridors and know the challenges working in these tight quarters.

3b. Schedule Reality Check

The proposed spring 2026 start with summer 2027 completion is aggressive but achievable if we're realistic about what can get done when. Here's our concerns and how we'd tackle them:

Spring 2026 Start: The preconstruction phase needs to move quickly. If the project is awarded in February, our goal would be to complete preconstruction and GMP negotiations by end of March, and mobilize in late April or early May, and can hit the ground running when conditions allow.



We completed the \$18.9 M Cache Water Restoration Project in just seven months by working multiple headings, accelerating early work packages, careful coordination with the city, UDOT and the Forest Service and creative means and methods of construction.

3b. Minimizing Change Orders

Change orders happen, we can't eliminate them entirely, but we can minimize them through good preconstruction work. One of the benefits that we have noticed in the CMAR construction process is that change orders are less impactful during construction as most of the major challenges and risks are addressed during preconstruction.

- **Thorough Constructability Reviews:** During preconstruction, we'll review the plans specifically looking for constructability issues, missing details,

and risks.

- **Realistic Cost Estimates:** We will work with the County to establish appropriate contingencies for the specific risks we've identified—not just a blanket percentage. This reduces the risk of overrunning the budget.
- **Early Problem Identification/Communication:** If we encounter something unexpected during construction, we'll bring it to your attention immediately with options for how to address it.

3d. Engaging Local Subcontractors

We're committed to working with local subcontractors to the greatest extent possible. This benefits everyone—local contractors understand local conditions and have local relations, both that benefit the project.

Our approach:

- **Outreach:** We'll both publicly advertise for bids and personally reach out to local subcontractors. We use a bidding platform called BuildingConnected to distribute bid information. On past projects, we set up and managed all of the subcontractor solicitations through this platform and have had project owners assist with the process by providing a link to that platform through their public portal.
- **Local Expertise:** We'll reach out and work with the local contracting community to get their local expertise and help with sourcing of materials needed for the project like ready-mix and aggregates, assistance with dump sites, labor resources, specialized equipment needed, etc.
- **Support and coordination:** For local contractors who may not have worked on federally funded projects, we can help them navigate Davis-Bacon requirements, federal reporting, etc.

4. Bonding Capability

4a. Proof of Bonding Capacity

See attached bonding capacity letter in appendix C

4b. Builder's Risk Insurance

Builders Risk Insurance will be carried by Whitaker Construction as required.

5. Safety

5a. Current EMR and Approach to Safety

Whitaker Construction's current Experience Modification Rate (EMR) is 0.80, well below the industry average of 1.0. This reflects our commitment to proactive safety management.

We have been working hard to make safety part of our company culture. To us that means every person on site is going home safe at the end of the day. Everyone is encouraged to stop work if they see something that is unsafe.

Our Safety Approach for Teton Pass Trail

Pre-project Safety Planning: Before mobilization, our safety manager Rhett will work with our superintendent Steve to develop a project-specific safety plan (HASAP) that addresses the unique hazards of this project: working adjacent to highway, steep slopes, weather, snakes, bears or whatever it may be. This plan will be reviewed with all personnel before they set foot on site.

Daily Safety Meetings: At Whitaker, every crew starts the day with a toolbox safety meeting where a safety workbook is completed, covering the day's work, specific hazards, and emergency procedures.

Traffic Control Management: Working adjacent to Highway 22 will require comprehensive traffic control. We'll coordinate closely with WYDOT to develop and implement traffic control protections that keep workers and the public safe.

Regular Safety Audits: Our safety management team will conduct regular site visits to review compliance with our safety plans and identify any potential hazards. They support our crews daily providing safety gear and a direction needed to stay safe

Subcontractor Safety Management: All subcontractors will be required to comply with our safety standards and participate in our safety program.

(A copy of our company safety plan is available upon request).

6. Schedule and Construction Approach

6a. Proposed Schedule

The key to meeting your July 2027 completion deadline is recognizing the short construction windows each year and unless we have a winter like this 25/26 year, we will need to shut down for the winter. We need to maximize productivity in each season by doing the right work at the right time.

Season 1 (May – October 2026):

Focus on elements that need to be completed and stabilized before winter: like major grading and drainage work. Get as much of the earthwork done as possible while weather allows. Establish erosion control before the winter shutdown. Items like the retaining walls, box culvert, storm drain, etc. can be installed in marginal weather.

Winter Shutdown (December 2026 – April 2027):

Site winterized and stabilized. Use this time for planning for Season 2 work.

Season 2 (May – July 2027):

Asphalt trail paving, final handrail installation, final grading, erosion control, revegetation, and punch list work.

Critical Path Items

Here are the critical path items:

- **Retaining wall construction:** With 11,000+ feet of walls, this is by far the largest schedule con-

straint. We'll need multiple wall crews working simultaneously to complete this scope in one season.

- **Trail grading and base prep:** Completed in Season 1 so we're ready to pave when we return in spring 2027.
- **Highway 22 box culvert installation:** This requires coordination with WYDOT and potentially extended lane closures. Needs to happen in Season 1 so the wing walls and trail through this area can be finalized.
- **Asphalt paving:** Weather-dependent work that will need to be planned for in June/July of 2027.

Weather Contingency Planning

Weather will impact the schedule. Here's how we'll deal with it:

- **Flexible crew deployment:** We'll have multiple work fronts so if weather shuts down one area, crews can shift to another.
- **Weather-dependent vs. weather-independent work:** Some tasks (asphalt paving) require specific conditions. Others (retaining wall construction) are more forgiving. We'll sequence work so weather-sensitive operations happen during optimal windows.
- **Local weather monitoring:** We'll monitor the forecasts closely, planning work based on expected weather patterns.
- **Schedule float:** Our schedule will include reasonable float for weather delays. The July 2027 completion gives us some buffer if spring 2027 comes late or we hit unexpected storms.

(See appendix D for proposed construction schedule)

7. Special Considerations

7a. Other Pertinent Information

Why Whitaker is Right for This Project

This project hits a sweet spot for us as it incorporates a lot of things we are good at. First, we have built numerous similar projects and have become very good at this type of work. Narrow access, mountain terrain, earth-work and retaining walls are all company specialties.

The team we're proposing will be on your project from start to finish. Dennis, Quinn, Steve, and Rhett will be hands-on throughout—not disappearing once the contract is signed. (Quinn will never pass up an opportunity to come to the Tetons. It is his favorite place to be when not at home.)

Our Track Record with Public Projects

The majority of our work is for cities, counties, and special districts. We understand that public projects come with public accountability, and community sensitivity. We have a great company reputation, which all comes from the good people we have and good relationships we've built:

- **Transparency:** You'll get regular updates on costs, schedule, and any issues that arise. No surprises.
- **Community sensitivity:** We know Highway 22 is a vital corridor and how reflective this project will be on Teton County. We'll minimize disruptions, maintain clean job sites, and communicate proactively with all shareholders.
- **Delivering what we promise:** We've never failed to deliver a project. We've never had a contract terminated. We've never defaulted on a bond.

Federal Compliance Experience

We understand this project has FTA funding and requires compliance with federal requirements including Davis-Bacon wage rates, Buy America provisions, etc. We've worked on most types of federally funded projects before and know to ensure compliance.

8. Experience with CMAR Contracting

8a. CMAR Experience

For the past 20+ years, we've successfully partnering with public agencies on CMAR projects with challenges just like the Teton Pass Trail. We've found that the CMAR process to be a great benefit all involved.

For example, for the new Bear Lake Marina we are currently constructing for Utah State Parks (\$53M), we have been able to assist the state in multiple ways, from helping source the dike materials from state property vs having to purchase the materials and working with the state to complete the BLM permitting processes necessary. We also created the construction plan to move the 600,000 CY of dike material to the site, placing the material in the open water while keeping the turbulence controlled, and dewatering of the interior of the new marina to complete the interior marina excavation work.

On the current Ogden Canyon Pipeline CMAR Project (\$100M), we coordinated with the city and the design engineer to advance construction on the canyon segment of the 36-inch waterline replacement while the rest of the project remains in design. This portion of the pipeline follows the old railroad grade through the canyon, where access is limited to 20-foot widths. While that work progresses, we are now collaborating with the city to plan the replacement of the pipeline beneath Pineview Reservoir and to develop constructability strategies for installing the new line up to the tank farm, which requires navigating slopes up to 60% above an active highway.

On the Wasatch Peaks Ranch CMAR Project, we assisted extensively with the design and constructability of the new mountain roads, retaining walls and utility installation providing input on the most cost-effective materials and construction methods to provide maximum value to the project.

We understand that CMAR is about more than just early contractor involvement, it's about bringing construction expertise to the table during design. We've helped owners refine plans, sharpen cost estimates, address risks, and develop a real world schedule and construction plan.

8a. Reference Projects

North Fork Siphon Replacement Project (CMAR)

\$25.3M (Completed in 2021)

Owner: CUWCD
Blake Buehler, (801) 226-7133, blake@cuwcd.com



This CMAR project constructed 4,860 feet of 84" welded steel pipe in extremely steep mountain terrain with grades up to 70%. The work required innovative solutions including a cable crane system capable of 22-ton loads to transport pipe, concrete, and bedding materials to installation points on remote mountainsides. The project included a concrete-encased Duchesne River crossing, extensive rock excavation, rock anchors, and pipeline anchor structures. During preconstruction, our team proposed the cable crane approach which reduced environmental impacts and overall construction costs compared to traditional methods. The challenging mountain conditions, steep terrain, and remote access mirror many of the difficulties we'll face on Teton Pass Trail.

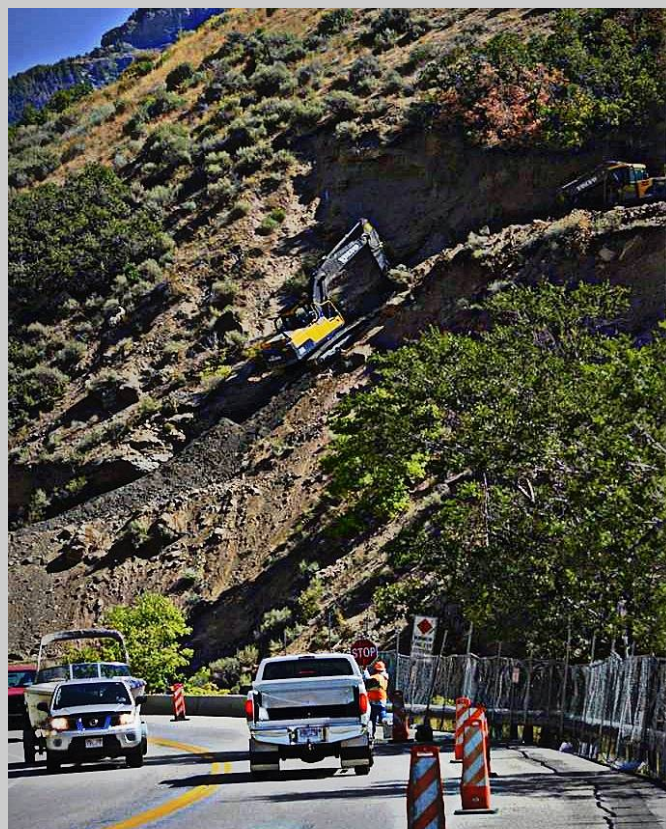


Ogden Canyon Pipeline Rehabilitation Project (CMAR)

\$10.6M (Completed in 2013)

Owner: Ogden City
Justin Anderson, Ogden City, (801) 629-8982

We replaced 23,000 feet of 24" waterline through Ogden Canyon in extremely constrained conditions—work areas only 15-20 feet wide, steep hillside construction with grades up to 70%, extensive rock excavation, and active UDOT highway coordination throughout. Through the CMAR process, we worked closely with Ogden City and UDOT to develop traffic management strategies that minimized public impacts, including breaking the project into mile-long segments to keep traffic delays under 15 minutes and scheduling work at night during peak ski season. We also designed and implemented a temporary water system for over 100 canyon homes during construction. The narrow canyon corridor, highway coordination, winter conditions, and steep terrain challenges directly parallel the Teton Pass Trail environment.



East Layton Waterline Project (CMAR)

\$5.1M (Completed in 2015)

Owner: Weber Basin Water Conservancy District

Owner Contact: Daren Hess, (801) 771-1677

dhess@weberbasin.gov



This CMAR project constructed 7,000 feet of 36" welded steel pipe and 1,500 feet of 42" HDPE water lines in extremely constrained conditions—steep hillside construction, narrow city streets with multiple utility conflicts, and tight canyon areas requiring extensive coordination with property owners and the public.

Through the CMAR process, we evaluated different pipe alignments to determine the most cost-effective routes and assessed various pipe materials and installation approaches for the challenging Hobb's Canyon crossing. We selected HDPE for the difficult sections to facilitate immediate procurement and construction prior to spring runoff while improving pipeline safety in landslide-prone areas. The CMAR delivery allowed us to phase the project strategically—beginning construction on the Hobb's Canyon work while the remainder of the project was still under design and the welded steel pipe was being procured. The steep terrain, narrow work corridors, utility conflicts, and phased construction approach directly parallel the challenges on Teton Pass Trail.

9. Executed Certifications

Executed certifications for Suspension and Disbarment, Lobbying, and Buy America are included in the attached Federal Clauses and Certifications document as required. (See appendix E)

10. Cost Information

A separate cost proposal for Pre-Construction Services has been uploaded to www.publicpurchase.com as requested.

Future Construction Services

All GMP work will be publicly bid per federal requirements. We have never failed to negotiate a GMP on any of our CMAR projects.

11. Form of Contract

Whitaker Construction accepts the EJCDC CMAR 525 'Agreement Between Owner and Construction Manager at Risk' as described in the RFP.

Conclusion:

We appreciate the opportunity to propose on this important project and hope that you will consider us for the work.

If you have any questions regarding any parts of this proposal, please do not hesitate to reach out to:

Quinn Hamson— Director of Preconstruction
801-589-6858
quinn@whitcon.com

Appendices





EXPERIENCE

Whitaker Construction
2023-Present

Granite Construction
2015-2023

PNK Constructors
2011-2015

Flatiron
2009-2011

PNK Constructors
2005-2009

Frehner Construction
2001-2005

Granite Construction
1997-2001

Mingus Constructors
1996-1997

Granite Construction
1991-1996

Gibbons and Reed
1990-1991

EDUCATION

BS in Construction Management

SKILLS

- UDOT Partnering Training 1, 2 and 3
- UDOT Environmental Control Supervisor Training
- Traffic Control Maintainer
- First Aid and CPR Training
- OSHA 30
- MSHA Training
- Safety Trained Supervisor

BUILD THE BEST
PEOPLE ■ COMMUNITIES ■ FUTURE

Dennis Ashton

Senior Project Manager

(435)723-2921 dennis.ashton@whitcon.com www.whitcon.com

Dennis has 47 years' experience in the Heavy/Highway and Civil Construction industry, working on Federal, State, Local and Municipal projects. Dennis has worked with the Corps of Engineers and Bureau of Reclamation on various large excavation, embankment, and concrete projects and has been lead estimator and project manager for various large state transportation department projects throughout Utah and Nevada. He has worked with several General Contractors performing site work scope on various large industrial projects in Arizona.

PROJECT EXPERIENCE

ITD I-84 Burley, ID, Current, Project Manager

Reconstruction of Exit 208 including four bridge replacements, nine MSE retaining walls, eight lane miles of PCCP, storm drains, excavation and embankment, and demolition.

Trona Mine Foundations, Green River WY, 2020, Project Manager

Two large concrete foundations for plant expansion.

Western Zirconium CWS & RPZD Upgrades, Ogden City, UT, 2019, Project Manager

Upgrades to the Cooling Water Tower piping including removal of existing piping, installation of new HDPE and flanged steel pipe and spools, installation of 12" check valve, 12" gate valve, 12" butterfly valves, 12" globe valve with automatic controller, 10" butterfly valve, and 10" PRV valve. Tie-in work was performed during a one-week plant shut down.

Bridger Flash Loadout Rail Repair, Point of Rocks, UT 2019, Project Manager

Removal of 1200' of existing track at the flyash loadout area, removal of concrete paving, excavation to subgrade, installation of a concrete block wall along a concrete lined drainage ditch, installation of geogrid soil reinforcement, installation of granular fill and sub ballast, installation of 1200' new track and ballast, and replacement of concrete paving.

Western Zirconium Reduction PCD Pipe Replacement, Ogden City, UT, 2019, Project Manager

Installation of a 6" HDPE pipe including 2 watertight manholes, connection into an existing concrete box and clarifier, and installation of a 12" casing under the existing railroad tracks.

Bridger Unit 4 Bottom Ash, Point of Rocks, WY, 2019, Project Manager

Removal of existing concrete and installation of a heated slab at the Unit 4 bottom ash area.

Echo Dam Seismic Modifications, Coalville UT, Project Manager

Deep excavation at toe of existing dam to bedrock, backfill including blanket and chimney drains and filters, stability berms on the dam face and downstream of the dam, and riprap.

SR-92 Reconstruction Lehi UT, Construction Manager

Reconstruct four miles of SR-92 including commuter lanes, diverging diamond interchange, storm drain, excavation PCCP paving, retaining walls, pedestrian paths and box culverts, four overpass bridges, electrical and signal work.

Deer Creek Dam Seismic Modifications Phase I and II, Heber UT, Project Manager

Phase I modifications on the left dam downstream abutment including removal of large riprap from face of dam, spillway modifications, embankment, and replace riprap.

Phase II modifications on the main portion downstream of the dam and right abutment including removing riprap, installing and removing a soldier pile and lagging retaining wall, excavation to bedrock, installing drainage system including blanket and chimney filters, monitoring dam movement, placing embankment, and replacing riprap.

SR-89 Realignment, Garden City UT, Project Manager

Reconstruction and realignment of SR-89 from the summit to Garden City UT, including excavation, embankment, drainage piping and inlets, rock excavation, producing granular borrow and road base from rock excavation, and paving.

SR-21 Realignment, Milford UT, Project Manager

Constructing a bridge for the railroad tracks to provide access over the tracks including embankment, MSE retaining wall, excavation, curb and gutter, sidewalk, and paving.

I-15 Reconstruction, Cove Fort to Manderville, UT Project Manager

Reconstruction and realignment of I-15 including excavation, embankment, drainage piping and inlets, producing granular borrow, road base and asphalt aggregates and paving.

SR-191 Reconstruction Various Projects Roosevelt to Vernal, Project Manager

Reconstruction and realignment of I-15 including excavation, embankment, drainage piping and inlets, producing granular borrow and road base, paving.

Reconstruction I-15, Mesquite to Glendale NV, Project Manager

Work included production of aggregates and asphalt, roto milling and paving I-15 between Mesquite and Glendale NV

Bridge Demolition, Salt Lake City, UT, Project Manager

Bridge demolition including deck, parapet, abutment, and girder removal.

Canyons Private Development, Park City UT, Project Manager

Site development for an upscale private residential ski in/out including excavation, embankment MSE wire walls, drainage piping and structures, sewer and water pipe installation, producing MSE select backfill and face rock on site, clearing, crushing rock excavation for roadway materials, constructing prefabricated steel bridges and abutments, installing Con-Span bridges, and paving.

Navajo Generating Station Site Work, Page AZ, Project Manager

Work included rock excavation, embankment, water lines, duct banks, concrete structures, and paving.

Intel Waterlines and Evaporation Ponds, Chandler AZ, Project Manager

Installing six miles dual waterlines, construction of two lined evaporation ponds, and installing injection wells.

Navajo Generating Station Employee Parking Lot, Page AZ, Project Manager

Work included regrading a portion of an unused substation area to construct a parking lot, building an access road to the parking lot, installing prefabricated steel stairs and landings, install turnstiles, and paving.

Sewer Lines and Connections, Sedona AZ, Project Manager

Installing main line sewer and house laterals throughout residential areas.

Grand Canyon Airport Improvements, Tusayan, AZ, Project Engineer

Site work for apron and taxiway expansion including excavation, rock excavation, embankments, drainage, water and sewer piping and structures, paving, landscaping.



John H. Overton Lock and Dam, Pineville LA, 1982-1986, Project Engineer

Work included clearing and grubbing 400 acres, excavation of 8.5 million CY by scraper and excavators, dredging 5 million CY, placing 800,000 cy of embankment, dewatering, driving over 1,900 H piles, installing 120,000 of sheet pile cutoff wall, mixing, forming and placing over 250,000 CY of concrete, installing 2,500 tons of rebar, installing over 1,000 tons of miscellaneous metals, installing miter and tainter gates in the lock, installing 150' x 70' tainter gates in the dam, furnishing and installing 1,000,000 tons of riprap, installing a pedestal mounted crane, mechanical bulk-head lifting machinery, sheet pile dock, concrete access ramp, and constructing 5 miles of access road.

Grand Coulee Dam Feeder Canal Modifications, Grand Coulee, WA, 1979, Project Manager

The project consisted of widening the existing the 1.8 mile feeder canal from a bottom width of 20' to 35', raising the top of the canal from 15' deep to 20' deep, anchoring and abandoning the existing 1700' long 25' diameter twin cut and cover tunnels, constructing a 1700' section of new slope and bottom concrete paving with a large retaining wall to bypass the abandoned tunnels, remove and replace the existing 4 bay check structure, earthwork consisting of approximately 650,000 cy of excavation (125,000 cy rock excavation) and 150,000 cy of embankment, modification to the existing headworks structure, and approximately 500,000 sf of new canal lining.



Steve Devey

SUPERINTENDENT

(720) 630-9595

steve.devey@whitcon.com

www.whitcon.com

EXPERIENCE

Whitaker Construction 2025-Present

Hadco 2024-2025

Kiewit
2023-2024
2007-2014

Ames Construction 2019-2023

SDC innovations/Clue Northern Constructors, 2014-2019

EDUCATION

Weber State University
1989-1991
General Education/Construction

SKILLS

- UDOT Partnering Training 1, 2 and 3
- UDOPlan Modifications and Takeoffs
- Heavy equipment operator (finish blade, dozer, track hoe)
- Project Estimation
- Safety first and foremost
- Job Planning
- Construction scheduling
- Specification and Blueprint Interpretation
- Cost Tracking
- Quality Control Programs
- OSHA
- MSHA
- Project and job site management
- T Environmental Control Supervisor Training

BUILD THE BEST
PEOPLE ■ COMMUNITIES ■ FUTURE

Widely known for integrity and high-level quality results. 30 years of heavy civil construction experience, supporting heavy highways construction and reconstruction. Resourceful in developing construction methods and means that are efficient and cost effective. Earn numerous company recognition awards for safety and consistently keeping work safe. Gained valuable knowledge from positions that include, foreman, heavy equipment operator, field superintendent, discipline superintendent, safety committee, and general superintendent.

PROJECT EXPERIENCE

Ongoing—Marina Expansion Bear Lake State Park, Department of Natural Resources \$51M

The Marina expansion is being constructed north of the existing Marina and will include: Marina excavating, breakwaters (dikes), a boat ramp, boat docks, parking lots, restrooms, and site preparation for a future administration building.

Ongoing—Bear Lake North Beach Redesign \$681,781

The repair of the existing boat ramp, circulation and emergency access improvements, and paving of the boat ramp staging area and parking lot at the North Beach Unit of Bear Lake State Park, St. Charles, ID.

PREVIOUS PROJECT EXPERIENCE

HADCO, Lehi, UT
June 2024 – 2025

HEAVY CIVIL GENERAL SUPERINTENDENT

Overseeing heavy civil construction operations on highway project.

Coordinate with owners, contractors and subcontractors, schedules, bid items and various details conforming to project plans.

Over-site of heavy civil construction projects

PROJECTS: UDOT Bangerter Highway reconstruct (South Jordan, UT), Woods Landing, (West Jordan), DR Horton Development, (Heber, UT)

KIEWIT, Phoenix, AZ
January 2023 – June 2024

HEAVY CIVIL GENERAL SUPERINTENDENT

Overseeing heavy civil construction operations on highway project.

Make changes in operation necessary to best meet construction deadlines.

Oversee mass excavation, blasting, pioneering of fence right-a-way, solid testing, R-value testing.

Meet with owners, inspectors, subcontractors and craft to make sure specifications, procedures, and quality are being met.

Monitored work performance and productivity of subcontractors to comply with specifications, procedures, quality, and safety requirements.

Manage and coordinate all necessary manpower, equipment and materials, legal hauls, haul trucks, and provide daily supervision of progress and budget.

PROJECTS: I-17 (Black Canyon City, AZ)

AMES Construction, West Valley City, UT

July 2019 – January 2023

HEAVY CIVIL GENERAL SUPERINTENDENT

Oversee day-to-day operations of heavy civil construction projects.

Directed field personnel to complete projects, on schedule, within budget and with quality workmanship conforming to plans and specifications.

Increased production rates by 18% and a week ahead of schedule

Monitored work performance and productivity of subcontractors to comply with specifications, procedures, quality, and safety requirements.

Determined manpower requirements, increased production, material quantities and equipment need and supervised completion of final punch list.

Advised project management and general superintendent of potential or real problems and assisted in resolving concerns. Looked for ways for overall process improvement to cut cost to come in under budget, finish before deadline, while ensuring safety of crews.

PROJECTS: I-15 reconstruct (Lehi), Mid-Valley (Grantsville), Salt Lake City International Airport.

SDC Innovations/Blue Northern Constructors, Eagle mountain, UT

August 2014 – July 2019

Owner/VP Operations

Operated construction company serving government, corporate, oil fields, and private developments. Oversee all aspects of business, bidding, logistics, staff, and subcontractors when needed. Bid and negotiated work contracts. Worked with local, state, and federal officials to ensure regulatory compliance. Oversee day-to-day operations of working including but not limited to, operating heavy equipment when needed, consulted on project pre-production.

Kiewit (Southwest District), American Fork, UT

July 2007 – April 2014

General Superintendent

Heavy Civil - oversee all aspects of operation layout, heavy equipment spreads, production, production rates, managing operation budget, safety of crews, pre-construction site preparation. Working inside of US forest service right-a-ways. Superintendent over mass grading, beating budget by \$1.2 million and 2 weeks before the expected completion date.

Underground Utilities - supervise all phases of new construction , work around high-pressure gas lines, storm drains, vaults, deep sewer lines through UDOT right-a-ways, installation of high-pressure water lines from 6" to 60"

Environmental/Remediation – Direct on-site activities that include removal of hazardous waste, contaminated soil and other materials. Restoration of wet-lands, make sure SWPPP programs to ensure compliance is met will all environ-



mental regulations. Reclaiming right-a-ways.

New Site Development – Head up site development and layout, with special attention given to wetlands, sloped landscapes and erosion control issues. Ensure regulatory compliance.

PROJECTS: Pioneer Crossing (Lehi, UT) Mountain View Corridor (SLC), Big Thompson, (CO), Dan Ryan Freeway, (Chicago, IL), South East Connector, (Reno NV)

QUINN HAMSON

DIRECTOR OF PRECONSTRUCTION | PROJECT ESTIMATOR

(435) 723-2921

quinn@whitcon.com

www.whitcon.com



EXPERIENCE

Whitaker Construction
Estimator, PM, Construction Manager
Brigham City, UT
2001—Current

Geneva Rock Products, Inc.
1998—2001

EDUCATION

Weber State University,
Ogden, Utah
2001—BS-Construction Management

**Bridgerland Applied
Technology College**
Logan, Utah
Industrial Electronics Course Certification of Completion

SKILLS

- OSHA Competent Person
- First Aid/CPR Training
- Fluent in Portuguese
- BID2WIN, Agtek and Suretrak Training
- Rapport Leadership International Master Graduate

BUILD THE BEST
PEOPLE ■ COMMUNITIES ■ FUTURE

PROJECT EXPERIENCE

Current Ogden Canyon 36" & 42" Water Transmission Line Replacement \$100,000,000
Lead Cost Estimator

Construction of the Ogden Canyon 36" & 42" Water Transmission Line Replacement

Current Marina Expansion Bear Lake State Park—\$45,500,000
Lead Cost Estimator

CMGC project includes expansion of the existing Bear Lake State Park Marina in order to offer additional boat ramp capacity, increased parking, additional docks/slips, and improved recreation at the marina site.

2021-2022 Utah State Correctional Facility Offsite Utilities — \$18,895,895
Sr. Project Manager in charge of project.

Construction of a new sanitary sewer pump station, sewer headworks structure, water pump station and a 2 MG water storage tank. The project requires excavation, shoring, and dewatering for the 35 ft deep sewer pump station, several cast-in-place concrete structures, site utilities, new building facilities and all associated sitework.

2018– 2019 Mantua East Springs Re-Piping & East Halling Spring Pump Station \$4,669,150

Design Assistance Manager/Construction Manager in charge of project.

This CMGC project was to construct a spring water delivery system around the perimeter of Mantua reservoir to replace the existing pipeline under the reservoir. 14,400-ft of 24" and 30" gravity water mains were installed at depths up to 20' with at-surface groundwater which required an extensive dewatering system. 1200-ft of directionally drilled 18" – 24" HPDE gravity water mains were also installed under the Box Elder creek and the boat ramp areas. The project also included a critical connection to the city's main spring water supply and abandonment of the existing piping under the dam. Most of the work was done in wetland areas in narrow easements.

2018-2021 North Fork Siphon Replacement Project— \$25,320,000

Design Assistance Manager/Construction Manager in charge of project.

This CMGC project included construction of 4,860 ft of 84" welded steel pipe, new blow-off and isolation structures, access roads and other associated work. The work required working in very steep and remote mountain conditions with the majority of the

pipe installed on grades of 60% to 70%. The project also included diverting and installation of the new pipeline below the Duchesne River.

2014 Central Weber Sewer District– BDO Outfall Sewer Project \$14,200,000

Estimator/Sr. Project Manager in charge of project.

This project included installation of approximately 12,000 feet of new 48" to 60" RCP sewer outfall piping, a TBM tunneled pipeline under I-15, an inverted siphon of the Willard Canal and construction of a new 46 MGD sewer lift station.

2012- 2013 Ogden City– Ogden Canyon Pipeline Rehabilitation Project \$10,000,000

Estimator/Sr. Project Manager in charge of project.

Replacement of 23,000 feet of existing steel aqueduct with a new 24" DI and PVC transmission line. Project included tight work areas of only 25' wide through most of the project, rock excavation, steep hillside construction with grades up to 77%, temporary water system for canyon residents, extensive traffic control and with the majority of the work being done at night time in the winter months.

CMGC design consultation services and cost estimating are also to be provided on this project.

2010-2011 CUWCD – Spanish Fork Canyon Reach 2 and ULS Isolation/Flushing Valve Structure Projects \$34,000,000

Estimator/Sr. Project Manager in charge of project.

Projects includes 2.7 miles of 96" Welded steel pipe. The Spanish Fork Canyon Project was completed in extremely narrow construction zone of 25' to 35' average width in UDOT right of way along US-6. The installation of the pipeline required extensive rock excavation, soil nail wall installation, extensive dewatering of the Cold Springs pond area and several access and air-vac vaults.

The ULS Project included construction of a dual 96" and 60" pigging station structure including (24" cone valve and 42" cone valve, a 10 acre flushing basin requiring 90,000 CY of excavation, installation of 300' of 96" and 750' of 60" welded steel pipe.

2009 CWSID – Weber River Outfall Project \$9,747,000

Estimator/Sr. Project Manager in charge of project.

Project consisted of installation of 4,300 lf of 108" RCP Sewer Outfall Piping next to the Weber River at approximately 20' depths. Including also 4 concrete transition structures with dual box culverts to transition pipeline underneath Mill Creek and the Warren Canal.

Work also included stream and canal bypass pumping and piping, extensive project dewatering and installation of approximately 1000' of the new 108" piping down a narrow roadway adjacent to the Warren Canal.

2007-2009 CWSID – Sewer Plant Upgrades \$8,494,000

Estimator/Sr. Project Manager in charge of project

The project consisted of excavation of approximately 250,000 cy of existing soils for new sewer plant structures, design-build shoring system for new headworks building 45' below existing grade and design build dewatering system for entire site. 2,000 lf of 54" and 60" welded steel piping and 4,600 lf of 18" to 36" RCP sewer at 20' to 25' deep.

Work also included installation of approximately 2,500' of soil-bentonite slurry wall and over 125 dewatering wells

2006-2008 NDSD- West Outfall Sewer Projects 1,3 &4 \$12,378,000

Estimator/Sr. Project Manager in charge of three separate projects

The projects consisted of installation of 30,900 lf of new 36" to 48" RCP sewer trunkline next to the Great Salt Lake with extensive dewatering, road and field restoration, and canal and stream crossings.

2006-2007 CUWCD- Orem 800 N Pipeline Project \$4,500,000

Estimator/Sr. Project Manager in charge of project

The project consisted of installation of 9,000 lf of new 36" welded steel piping including



relocating and installing several misc utilities and a major crossing of State Street in the public right-of-way. Work also included extensive traffic control plan and implementation as well as coordination between several contractors and agencies concurrently working on the project all completed in a six month construction schedule.

2006-2007 CWSID- Riverdale Outlet Sewer Replacement Project \$3,909,000

Estimator/Project Manager in charge of project

The project consisted of installation of 8,000 lf of new 30" RCP sewer adjacent to the Weber River and 340' of jack and bore installation. Work also included extensive sewer diversion pumping, dewatering and removal of existing sewer pipe and sliplining of 1,000' of existing casing under rail yard.

2004-2005 NDSD- Sewer Treatment Plant Upgrade Projects \$5,700,000

Estimator/Project Manager in charge of project

These projects consisted of installation of yard piping for new sewer treatment plant. Including 36" to 72" welded steel piping, new sewer lift stations, and yard structures. Work also included dewatering, multiple utility conflicts and excavations up to 30' deep next to existing structures.



EXPERIENCE

Whitaker Construction Co
2020-Present

Presidio Group/Gallagher
2014-2020

Jacobs Engineering
2013-2014

Wadsworth Brother Construction
2009-2013

Helmrich & Payne International Drilling
2007-2009

EDUCATION

University of Utah
General Studies

Columbia Southern
A.S Occupational Safety & Health

BUILD THE BEST
PEOPLE ■ COMMUNITIES ■ FUTURE



Rhett Tatton

Vice President of HSE/Risk Management

(801) 592-0781 rhett.tatton@whitcon.com www.whitcon.com

Detail-oriented safety professional with exceptional relationship-building skills. Strong written, verbal communication skills and knowledge of Spanish allow for "speaking the same language" with employees and clients. Seasoned speaker with effective presentation skills. Entrepreneurial spirit who takes ownership of problems and solutions. Quick learner with proven ability to apply learning immediately to accomplish goals. Widely-held reputation for being positive under pressure.

Responsibilities:

- Responsible for the entire Health Safety Environmental program for the company and related subcontractors.
- Develop a comprehensive training and orientation program for all employees.
- Create and manage company modified duty program for injured employees.
- Responsible to create, foster, and develop a positive health and safety culture.
- Responsible for a reduction in claims costs and incident frequency ratios in 2008 and 2009 versus prior years

PAST EXPERIENCE

Presidio Group/Gallagher

Safety Professional/Consultant/Risk Manager
2014 - 2020

- Work closely with senior management of 75 companies, insurance companies and Captive Resources.
- Conduct field audits.
- Coach, mentor and train inexperienced work force.

Jacobs Engineering

Safety Professional
2013 - 2014

Freeport MacMoRan Copper & Gold Inc., Morenci, AZ

HSE Supervisor on 3 billion dollar Metcalf Expansion Project. Oversee HSE for multiple contractors and direct hire employees.

- Work closely with senior management promoting *Beyond Zero Culture of Caring*.
- Conduct daily field audits.
- Coach, mentor and train inexperienced work force.
- Co-manage electrical group safety with SME.

SKILLS

Training & Certifications:

- ASP Accreditation - Board of Certified Safety
- EMT, Fire Fighter I-2 and Haz-Mat Certifications.
- Competent Person Training: Fall Protection & Excavation
- Authorized OSHA Outreach Trainer (OSHA 10-30)
- OSHA 10, OSHA 30
- MSHA Training
- On Track Railroad Safety Instructor
- Fork Lift Instructor.
- BeyondZero Commitment Supervisory Training
- Work Zone Inspection, MUTCD
- DOT Drug and Alcohol Awareness
- Respirator Trainer/Fit Tester
- Trench and Excavation Safety
- Traffic Control Supervisor

Wadsworth Brothers Construction

1350 E. Draper Parkway Draper UT 84020

Safety Professional

2009 - 2013

Safety supervisor on the largest joint venture infrastructure project in Utah history (I-15 CORE/Provo River Constructors) with over 1 million hours of work without a recordable injury and three times achieved 1 million hours without lost time due to injury. Helped reduce parent company's TRIR rate from 3.5 to .96.

- Managed contractor and subcontractor safety in 1 of 4 areas, and all parent company employees project wide.
- Assisted in composition and performed project orientation and training to over 4,000 workers including specialty training such as: Forklift, Fall Protection, Ariel Lift, Confined Space and Railroad.
- Involved in incident reviews/investigations and assisted in creating/shaping safety policy as part of the Safety Team.
- Performed daily crew safety audits.
- Instructed monthly all hands safety meetings.
- Composed toolbox topics and safety alerts pertinent to the project.
- Treated and managed injury cases.

Safety Technician/EMT

2007 – 2009

Helmrich & Payne International Drilling Co

2777 Crossroads Boulevard, Grand Junction, CO 81506

Oversee day to day drilling rig operations, ensure compliance to OSHA and company safety policies in a highly-dangerous work environments.

- Developed and maintained a thorough knowledge of OSHA and company policy.
- Trained and coached the crew to adhere to new policies and methods.
- Conducted daily safety meetings before each shift and reviewed JHA's.
- Performed daily safety inspections and oriented subcontractors to the site.
- Provided on-site first aid and medical attention.
- Tested for dangerous gases and other elements, performed daily site and equipment inspections and conducted evacuation and other emergency drills.

Exhibit B- Workload

Here is a list of the major projects that Whitaker Construction has currently under contract and amount to be completed.

Contract Description	Contract Amount	Percent to Complete	Amount to Complete
Enbridge - Line Break Valves	\$ 2,201,156.00	68%	\$ 1,485,780.30
Enbridge - Springville Center St Railroad Reinforcement	\$ 302,954.00	88%	\$ 267,508.38
Enbridge - Taboggan Relocate & Holds	\$ 246,370.00	89%	\$ 219,269.30
Enbridge- Belt Line 7 IHP Replacement Ph 3	\$ 8,702,970.00	74%	\$ 6,440,197.80
Enbridge South Salt Lake House and Yard Demo	\$ 290,000.00	100%	\$ 290,000.00
Enbridge - 9th St Ogden + Roy Bowling	\$ 1,074,187.00	90%	\$ 963,545.74
Enbridge - Mendon IHP Replacement Project	\$ 1,374,024.00	48%	\$ 654,035.42
Enbridge - FL 21-29 4" Loop	\$ 289,563.00	35%	\$ 101,347.05
Enbridge - FL007 Relocate MU0001 Tapline	\$ 678,200.00	4%	\$ 26,449.80
Walmart DC Restroom	\$ 177,000.00	37%	\$ 65,667.00
Enbridge - Belt Line 27 Replacement	\$ 4,831,897.00	100%	\$ 4,831,897.00
Enbridge - FL 34 Install Concrete Cap	\$ 202,905.00	70%	\$ 141,424.79
Enbridge - FL68 Pipeline Relocation	\$ 1,710,261.00	100%	\$ 1,710,261.00
Enbridge - Zone 3 Box Elder & Cache 2026	\$ 4,837,374.00	100%	\$ 4,837,374.00
Enbridge - Zone 4 Weber Davis 2026	\$ 6,085,454.00	100%	\$ 6,085,454.00
Enbridge - Zone 5 Ogden Valley 2026	\$ 1,123,929.00	100%	\$ 1,123,929.00
Enbridge - Zone 6 Davis South 2026	\$ 501,386.00	100%	\$ 501,386.00
Enbridge - ECDA 2026	\$ 3,651,160.00	100%	\$ 3,651,160.00
Enbridge - Zone 28 Washington 2026	\$ 9,695,766.00	100%	\$ 9,695,766.00
State Of Utah DFCM- Bear Lake Marina	\$ 51,726,771.00	78%	\$ 40,553,788.46
WRF SW1 Influent Pump Station (IPS)	\$ 7,442,557.00	15%	\$ 1,116,383.55
I-84, Burley IC, Minidoka CO	\$ 31,182,307.00	15%	\$ 4,646,163.74
Cottonwoods Connection Schedule C	\$ 58,738,010.00	61%	\$ 35,947,662.12
Wolf Creek 45 Acre Foot Water Reuse Pond	\$ 3,763,998.00	6%	\$ 237,131.87
UDOT 1800 North Interchange & Corridor Widening 15-8(15)	\$ 21,467,384.00	57%	\$ 12,129,071.96
Ogden-Hinkley Airport Construct West Apron	\$ 571,921.00	56%	\$ 321,419.60
Box Elder County Bridge Replacements	\$ 4,368,740.00	100%	\$ 4,368,740.00
Jordan Aqueduct Cylinder Wall Spot Repair	\$ 353,500.00	89%	\$ 315,322.00
Bear Lake North Beach Redesign	\$ 681,781.00	100%	\$ 681,781.00
Washington City Wheels Park	\$ 4,356,405.00	22%	\$ 975,834.72
Stone Cliff Irrigation Tank Project	\$ 1,873,778.00	79%	\$ 1,476,537.06
QCWTP 90 MGD Expansion and Ozone Addition Phase 1	\$ 5,399,992.00	56%	\$ 3,002,395.55
QCWTP 90 MGD Expansion and Ozone Addition Phase 2	\$ 23,423,472.00	77%	\$ 18,059,496.91
UDOT US-191; Improvement South Of Summit	\$ 10,552,033.00	100%	\$ 10,552,033.00
Quail Creek WTP 10 MG Tank B Project	\$ 11,981,308.00	84%	\$ 10,040,336.10
Dixie High Vocational Building	\$ 1,469,860.00	60%	\$ 880,446.14

Santa Clara Waterline Replacement 2025	\$ 309,455.00	100%	\$ 309,455.00
SGU Airport West GA Taxilane	\$ 1,893,080.00	55%	\$ 1,031,728.60
Sun Bowl Renovation Project	\$ 1,066,162.00	100%	\$ 1,066,162.00
Davis Aqueduct Reach 1 Parallel Pipeline Project	\$ 81,945,363.00	1%	\$ 737,508.27
AW- UTTR Well House 2 Reconstruction (Budget)	\$ 1,310,480.00	35%	\$ 463,909.92
AW- GBSD TACC Revised- (Budget)	\$ 307,805.00	14%	\$ 43,708.31
West Point Sewer Expansion #2 Sch D	\$ 6,600,477.00	4%	\$ 290,420.99
5300 West Lift Station (SS17) Capacity Upgrades	\$ 10,341,950.00	13%	\$ 1,385,821.30
Brigham Penstock Replacement	\$ 16,068,970.00	40%	\$ 6,491,863.88
Fairfield Sanitary Sewer	\$ 9,063,845.00	13%	\$ 1,178,299.85
HAFB Tank Evaluations, Painting and Stairways	\$ 1,200,660.00	20%	\$ 240,132.00
AW - DDHU Open Storage Improvements	\$ 146,250.00	14%	\$ 19,890.00
Logan Dam Waterlines - GMP 4	\$ 3,027,999.00	51%	\$ 1,544,279.49
1800 North Sewer Realignment Phase 3 Rehabilitation	\$ 7,676,000.00	86%	\$ 6,601,360.00
AW - DRMO Demo	\$ 188,500.00	11%	\$ 19,792.50
843 Canopy Sewer Reroute	\$ 140,120.00	30%	\$ 41,615.64
Provo Westside Sewer Outfall-Sports Complex/Airport	\$ 7,986,330.00	62%	\$ 4,943,538.27
510 Annex Sewer Relocation (Budget)	\$ 120,600.00	26%	\$ 31,235.40
Pipe Procurement Contract (All Phases)	\$ 7,370,045.00	68%	\$ 4,989,520.47
OCWL Fairmount to Valhalla (STA 66+70 to 156+00)	\$ 9,222,952.00	84%	\$ 7,756,502.63
Logan Dam Waterlines GMP's 2 & 3	\$ 23,795,360.00	90%	\$ 21,320,642.56
East Campus Infrastructure	\$ 39,983,750.00	100%	\$ 39,983,750.00
AW - WWTP Permanent WAS Line	\$ 1,212,530.00	100%	\$ 1,212,530.00
The Point Infrastructure Package 3 - Culinary Water	\$ 4,763,086.00	100%	\$ 4,763,086.00
Well 6 Replacement (P2-30MUT1-01-WT-00001)	\$ 3,387,565.00	36%	\$ 1,205,973.14
Rock Canyon Aquifer Storage Booster Station & Transmissi	\$ 15,316,974.00	10%	\$ 1,516,380.43
JBLM Sequalitchew Springs Pump, Motor, and Control Reha	\$ 1,634,181.00	34%	\$ 558,889.90
West Point Sewer Lift Stations 1 and 2	\$ 7,297,216.00	12%	\$ 904,854.78
JBLM ISDC W 21 Sage Well II Replacement	\$ 2,951,962.00	24%	\$ 696,663.03
700 East and 1000 East Well Pump Station	\$ 8,199,814.00	88%	\$ 7,240,435.76
Davis North Water Treatment Plant Solids Dewatering Proje	\$ 6,071,000.00	100%	\$ 6,071,000.00
Evanston Grass Valley Lift Station	\$ 1,086,250.00	89%	\$ 966,762.50
AW- JBLM 2024 CIPP Lining Sewer Pipe And Manholes (Bud	\$ 1,102,810.00	49%	\$ 544,788.14
ITD- D4 Culvert Lining	\$ 171,500.00	75%	\$ 129,139.50
WY DOT District 1 Pipe Lining	\$ 1,504,339.00	100%	\$ 1,504,339.00
Bangerter South Drainage Rehab	\$ 878,621.00	100%	\$ 878,621.00
Walmart CIPP 2025	\$ 138,800.00	70%	\$ 97,715.20
Millcreek City- Fortuna Way CIPP	\$ 101,500.00	100%	\$ 101,500.00
Colorado River Trail Gap	\$ 9,080,190.00	100%	\$ 9,080,190.00
Total Work under Contract			
<u>\$ 581,994,864.00</u>			
Total Work to Complete			
\$ 326,361,001.84			

January 21, 2026

Teton County, Wyoming
Department of Public Works,
Attn: Brian Schilling, Teton County Pathways Coordinator

Subject: Whitaker Construction Co., Inc.
Contractor Prequalification—Surety Bonds
Teton Pass Trail Pathway, Teton County Wyoming

To Whom It May Concern:

Whitaker Construction Co., Inc. is well financed, adequately equipped and has significant construction experience. Whitaker has successfully compiled an enviable construction performance record for clients in the government, institutional, and private sectors.

Western Surety Company (a CNA Surety company, part of CNA Insurance Companies) is the surety, which is licensed in the State of Utah, is U.S. Treasury Listed (circular 570) and has an A.M. Best rating of "A (Excellent)" XI, backed by CNA's "A (Excellent) XV" rating. Western Surety has been Whitaker's surety for decades. A surety has never had to complete any of the contractor's work or pay a claim and has never been refused a surety bond they have requested.


Whitaker's day to day single bonding capacity exceeds \$150,000,000 and \$400,000,000 aggregate. We have and will entertain surety support on much larger projects at Whitaker's request as their reputation and balance sheet supports many multiples of the above day to day bonding if needed.

Accordingly, we fully support Whitaker Construction and anticipate providing bid, performance and payment bonds should they need them.

This letter is not to be construed as an agreement to provide surety bonds but is offered as an indication of the surety's past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between Whitaker Construction Co., Inc. and the surety and neither we nor the surety assume any liability to you or your third parties, if for any reason they do not execute such bonds.

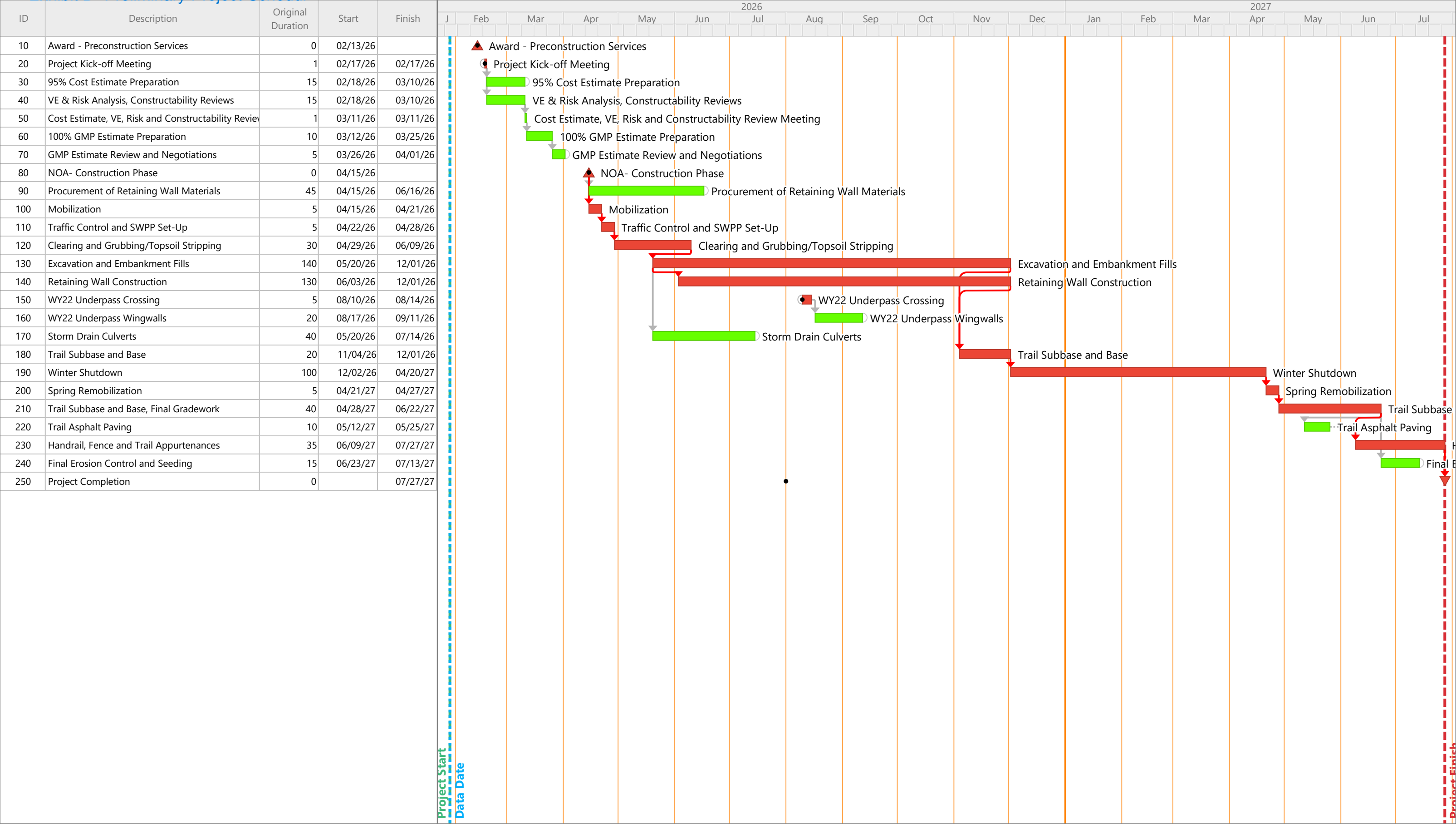
Our recommendation of this contractor is without reservation. If further information is required, please call us

Sincerely,



Douglas S. Roskelley
Attorney-in-Fact

Exhibit D- Preliminary Project Schedule



Start Date: 01/29/26
Finish Date: 07/27/27
Data Date: 01/29/26
Run Date: 01/29/26
Teton Pass Trail.ppx





Teton Pass Trail CMAR

Bill Jones
bjones@jorgeng.com

TETON COUNTY, WYOMING
200 S Willow Street
Jackson, Wyoming 83002
+1 307 - 732 - 8580

<https://www.tetoncountywy.gov/>

The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a

statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. 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 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor 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 FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (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.
- (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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined

herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 C.F.R. 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 Agency 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. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a

"covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have 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; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Lynn Jorgensen - Vice President of Preconstruction hereby certify
(Name and title of official)

On behalf of Whitaker Construction Co. Inc. that:
(Name of Bidder/Company Name)

- 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 agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

Name of Bidder/Company Name: Whitaker Construction Co. Inc.

Type or print name: Lynn Jorgensen - Vice President of Preconstruction

Signature of authorized representative:  Date 01 / 29 / 2026

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. 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,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

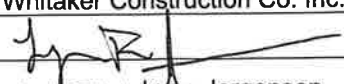
g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Whitaker Construction Co. Inc.

Signature of Authorized Official:  Date 01 / 29 / 2026

Name and Title of Contractor's Authorized Official: Lynn Jorgensen - Vice President of Preconstruction

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company WHITAKER CONSTRUCTION
Name LYNN B. JORGENSEN Title VP OF RECONSTRUCTION
Signature [Signature] Date 1-22-26

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____



44 S 1050 W
Brigham City, UT 84302
Phone # (435) 723-2921
www.whitcon.com

To:	Teton County	Contact:	Brian Schilling
Address:	320 S King St Jackson, WY 83001	Phone:	
		Fax:	
Project Name:	Teton Pass Trail- Preconstruction Services	Bid Number:	
Project Location:	Brigham City, UT	Bid Date:	1/29/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1- Design Assistance						
	1	Project Manager	80.00	HR	\$145.00	\$11,600.00
	2	Superintendent	80.00	HR	\$140.00	\$11,200.00
	3	Cost Estimator	120.00	HR	\$145.00	\$17,400.00
	4	Design Assistance Manager	120.00	HR	\$150.00	\$18,000.00

Total Bid Price: \$58,200.00

Payment Terms:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Whitaker Construction Company

Authorized Signature: _____

Estimator: Quinn Hamson
(801) 589-6858 quinn@whitcon.com