

# CONVERSE COUNTY COMMISSION MEETING

February 4, 2026 - 8:00 a.m. to 5:00 p.m.

107 N. 5TH STREET, SUITE 114, DOUGLAS, WY 82633

Commission Chambers are OPEN to the public.

1. 8:00 A.M. RECONVENE COMMISSION MEETING  
**CONVERSE COUNTY COMMISSIONERS:**  
James H. Willox, Chairman  
Richard C. Grant, Vice Chairman  
Robert G. Short, Board Member  
Trent Kaufman, Board Member  
Donald Blackburn, Board Member
2. 9:00 A.M. COUNTY BUSINESS REVIEW - COUNTY DEPARTMENTS  
All County Departments
3. 10:00 A.M. UPDATES - 1876 RESOURCES  
  
*Trenton Rico, 1876 Resources*
4. 10:30 A.M. DEPARTMENTAL UPDATES - COUNTY ASSESSOR  
  
*Dixie Huxtable, County Assessor*
  - Mapserver Review
5. 11:00 A.M. UPDATES - VYVE BROADBAND  
  
*Tony Carroll and Mike Smith, Vyve Broadband*
  - Projects along CR1/Irvine Road, CR2/Anderson Dairy Road, CR9/Chalk Buttes Road, and CR64/Ridgewater Road
6. 12:00 P.M. RECESS: LUNCH MEETING WITH MHCC LEADERSHIP
7. 1:30 P.M. UPDATES - FDL CONSULTING, LLC  
  
*Jessie Dykehouse and Getty Babbitt, FDL Consulting*
  - Animal Shelter Expansion Project
  - Glenrock Office Renovation Project
  - Courthouse Level 1 & 2 Study
8. GENERAL COUNTY BUSINESS & ACTION ITEMS  
Meeting Minutes, Monthly Warrants, Monthly Reports, Tax Refunds & Cancellations, Void Warrants, Resolutions, Agreements/Amendments, etc.

- Commission Minutes, January 20, 2026
- Notice of Acceptability of Work, Lambert Subdivision Improvements Project
- WY DEQ Certification of Completion, Lambert Subdivision Improvements Project
- Change Order No. 2, Jenne Trail Road Reconstruction Project Phase 2
- Grant Agreement, Safe Streets For All
- Grant Agreement, High Risk Rural Roads Project
- Community Service Grant Agreement, Wyoming State Fair Foundation
- Douglas Derby Club and Wyoming Downs, Semi-Annual Updates
- Bore Permit Applications, Vyve Broadband, CR9/Chalk Buttes Road and CR64/Ridgewater Road
- Public Utilities Parallel Right of Way Permit Applications, Vyve Broadband, CR9/Chalk Buttes Road and CR64/Ridgewater Road
- Board of County Commissioners Conflict of Interest Statement
- Potential Action Items: Technical Services Policies - Uniforms/Maintenance, IT Data Governance, Internships

**Documents:**

[LAMBERT SUBDIVISION NOTICE OF ACCEPTABILITY OF WORK.PDF](#)  
[LAMBERT SUBDIVISION IMPROVEMENTS DEQ CERTIFICATION OF COMPLETION.PDF](#)  
[JENNE TRAIL PHASE 1 CHANGE ORDER NO.1 SIGNED - PROJECT COMPLETION.PDF](#)  
[GRANT AGREEMENT, SAFE STREETS FOR ALL 3YR 2026.PDF](#)  
[FY26 CONVERSE COUNTY HRRR GRANT AGREEMENT.PDF](#)  
[FY2026 AID TO OTHERS WY STATE FAIR FOUNDATION 02.2026.PDF](#)  
[SEMI-ANNUAL UPDATE DOUGLAS DERBY AND DOWNS JAN. 2026.PDF](#)  
[VYVE PUBLIC UTILITIES PARALLEL ROW PERMIT CR9 CHALK BUTTES RD.PDF](#)  
[VYVE PUBLIC UTILITIES PARALLEL ROW PERMIT APP CR64 RIDGEWATER RD.PDF](#)  
[VYVE BORE PERMIT CR9 CHALK BUTTES RD.PDF](#)  
[VYVE BORE PERMIT CR64 RIDGEWATER RD.PDF](#)

**9. OTHER UPCOMING EVENTS**

- Feb 3&4, 8a-5p - Commissioner Meeting (1st Tues/Wed of each month)
- Feb 3, 7a - Elected Officials Breakfast Meeting, MHCC Boardroom
- Feb 4, 7a - City/County Breakfast Meeting, MHCC Boardroom
- Feb 9, 10a - 2026 Legislative Session Convenes
- Feb 11-13 - WCCA, WAM, and CCAW Legislative Conferences, Cheyenne
- Feb 16, All Day - HOLIDAY, President's Day, County Offices Closed
- Feb 17, 8a-5p - Commissioner Meeting (3rd Tues of each month)
- Feb 17, 3p - Planning & Zoning Commission Meeting (3rd Tues of each month)
- Feb 19, 9a - CCJJC Joint Powers Board Meeting (3rd Thurs of each month)
- Mar 3&4. 8a-5p - Commissioner Meeting (1st Tues/Wed of each month)
- Mar 3, 7a - Elected Officials Breakfast Meeting, MHCC Boardroom

- Mar 4, 7a - City/County Breakfast Meeting, MHCC Boardroom
- Mar 10, 12p-5p - Clerk's Office CLOSED for training
- Mar 11, by Midnight - 2026 Legislative Session Adjourns
- Mar 17, 8a-5p - Commissioner Meeting (3rd Tues of each month)
- Mar 17, 3p - Planning & Zoning Commission Meeting (3rd Tuesday of each month)
- Mar 19, 9a - CCJJC Joint Powers Board Meeting (3rd Thursday of each month)

This agenda is subject to change at any time without notice. The Board may recess into Executive Session, if necessary, at any time. Previous versions of this agenda are available on this website at all times. A regular meeting will be held on Tuesday, February 17, 2026, at 8:00 a.m. unless otherwise posted. at the Converse County Courthouse within Commission Chambers, 107 N. 5th Street, Douglas, Wyoming. The public is invited to attend any Commissioner meeting. To get on the agenda, contact the County Clerk via email or by calling 307-358-2244 by the Thursday prior to the meeting. Per W.S. §18-3-516(f), access to county information can be obtained at the County's official website, [www.conversecountywy.gov](http://www.conversecountywy.gov) or by calling the County Clerk's Office 307-358-2244.

1/26/26

## NOTICE OF ACCEPTABILITY OF WORK

Owner: Converse County, WY  
Engineer: HDR Engineering Inc  
Contractor: JTL Group, Inc., dba Knife River  
Project: Lambert Subdivision Sewer & Water  
Main Improvements

Owner's Project No.:  
Engineer's Project No.: 10394828  
Contractor's Project No.:

Contract Name: Agreement between Owner and Contractor for Construction Contract (Stipulated Price)  
Notice Date: January 22, 2026                      Effective Date of the Construction Contract: March 4, 2025

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated: March 4, 2025 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

In addition, Item no. 2805.01 of Schedule B was set-off from payment within Knife River's payment request due to defective work. Converse County and City of Douglas agreed to Knife River's completion of Item no. 2805.01 in Spring 2026.

A Certificate of Substantial Completion sent by HDR Engineering to the Converse County and Knife River on November 11, 2025 describes known and potential warranty items with a correction deadline of Spring 2026.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): Phillip Stump

Name (printed): Phillip Stump

**CONTRACTOR'S AFFIDAVIT AND STATEMENT AS TO PAYMENT AND FINAL SETTLEMENT**

JTL Group, Inc. dba Knife River having been first duly sworn on oath deposes and says:

That all claims for material and labor, performed under a contract for public works heretofore entered into with: Board of County Commissioners of Converse County, Wyoming for construction work known as: Lambert Subdivision Sewer & Water Main Improvements have been and are paid for the entire period of time for which the final payment is to be made, to wit, commencing March 4, 2025 and ending December 5, 2025; with the exception of those disputed claims for material or labor hereunder enumerated.

In addition, an exception of payment is item no. 2805.01 in Schedule B which was set-off from payment within Knife River's payment request due to defective work. Converse County and the City of Douglas agreed to Knife River's completion of Item no. 2805.01 in Spring 2026 during a weekly construction update meeting. A Certificate of Substantial Completion sent by HDR Engineering to Converse County and Knife River on November 11, 2025 describes known and potential warranty items with a correction deadline of Spring 2026.

This affidavit is made pursuant to the provisions of Wyo. Stat. § W.S. 16-6-117, 1987 as amended.

Phil Ostrander  
Signature

Phil Ostrander  
Printed Name of Contractor

Estimator / PM  
Title

ATTEST:

April Randall  
Secretary

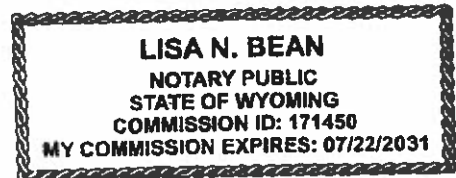
STATE OF WY ) ss.

COUNTY OF Natrona )

Subscribed in my presence and sworn to before me this 9th day of January, 2026.

Lisa N. Bean  
Notarial Officer (SEAL)

My Commission Expires 7/22/31







## CERTIFICATION OF COMPLETION

In accordance with the condition of the Wyoming Department of Environmental Quality/Water Quality Division Permit to Construct No. \_\_\_\_ - \_\_\_\_\_, for \_\_\_\_\_ (Facility) requiring submittal of this Certification of Completion within sixty (60) days of completion of the Facility, I hereby certify:

1. Construction of the permitted Facility was completed on \_\_\_\_\_ (DATE) and the Facility was placed in operation on \_\_\_\_\_ (DATE).
2. Construction was completed in accordance with the following: (Check the appropriate option)
  - The Facility was constructed in compliance with all terms and conditions of the permit including the design report, plans, specifications, design data, or other information submitted in support of the application.
  - The Facility was constructed with changes or modifications in accordance with the provisions of Section 12, Chapter 3, Wyoming Water Quality Rules and Regulations. As-built plans and specifications, certified by a Wyoming registered professional engineer are enclosed. Certification by an engineer is not required if the original application was not certified by an engineer.

\_\_\_\_\_  
Facility Owner (print or type)

\_\_\_\_\_  
Facility Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Engineer (print or type)

*Phillip Stump*  
\_\_\_\_\_  
Engineer Signature

\_\_\_\_\_  
Date 01/26/2026

## CHANGE ORDER NO.: 1

Owner:	Converse County, Wyoming	Owner's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10333900
Contractor:	JTL Group, Inc. dba Knife River	Contractor's Project No.:	
Project:	Jenne Trail Road Phase 2 Reconstruction		
Contract Name:	Jenne Trail Road Phase 2		
Date Issued:	11/10/2025	Effective Date of Change Order:	11/10/2025

The Contract is modified as follows upon execution of this Change Order:

**Description:**


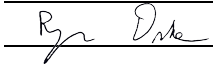
Final Change Order to zero out Contract amounts remaining.

**Attachments:**

Quantity Adjustment(s) Worksheet

**Change in Contract Times**  
[State Contract Times as either a specific date or a number of days]

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 12,454,584.50	Original Contract Times: Substantial Completion: 160 Working Days Ready for final payment: 20 Working Days
<del>increase</del> <del>Decrease</del> from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 0.00	<del>increase</del> <del>Decrease</del> from previously approved Change Orders No.1 to No.[Number of previous Change Order]: Substantial Completion: - 0 Ready for final payment: - 0
Contract Price prior to this Change Order: \$ 12,454,584.50	Contract Times prior to this Change Order: Substantial Completion: 160 Working Days 20 Working Days 10 Working Days
<del>increase</del> <del>Decrease</del> this Change Order: \$ (751,331.45)	<del>increase</del> <del>Decrease</del> this Change Order: Substantial Completion: - 0 Ready for final payment: - 0
Contract Price incorporating this Change Order: \$ 11,703,253.05	Contract Times with all approved Change Orders: Substantial Completion: 160 Working Days 20 Working Days 10 Working Days

By:  Title: Project Manager Date: 11/10/25	Engineer Owner _____ _____ _____
By:  Title: Project Manager Date: 11/11/2025	Contractor _____ _____ _____

- 1. **Federal Award No.**  
693JJ32640357
- 2. **Effective Date**  
See No. 16 Below
- 3. **Assistance Listings No.**  
20.939
- 4. **Award To**  
County of Converse  
107 North 5<sup>th</sup> Street Ste 114  
Douglas, WY 82633  
Unique Entity Id.: SLXEVKJJ9H9  
TIN No.: 83-600105
- 5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
- 6. **Period of Performance**  
Effective Date of Award – 36 months
- 7. **Total Amount**  
Federal Share: \$500,000  
Recipient Share: \$125,000  
Other Federal Funds: \$0  
Other Funds: \$0  
Total: \$625,000
- 8. **Type of Agreement**  
Grant
- 9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
- 10. **Procurement Request No.**  
HSA250139PR
- 11. **Federal Funds Obligated:**  
Base Phase: Pre-NEPA \$320,000
- 12. **Submit Payment Requests To**  
See Article 5.
- 13. **Accounting and Appropriations Data**  
15X0176E50.0000.055SR50500.5592000000.4101  
0.61006600
- 14. **Description of the Project**  
Develop Safety Action Plan and conduct demonstration activities to facilitate Action Plan development.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: James H. Willox  
Title: Chairman, Board of Commissioners

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Ryan Buck  
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the County of Converse (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Unincorporated County Road Safety Action Plan and conduct demonstration activities to facilitate plan development.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Unincorporated County Road Safety Action Plan and conduct demonstration activities to facilitate plan development

Application Date: 5/16/2024

**2.2 Award Amount.**

SS4A Grant Amount: \$500,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Multiple

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Base Phase: Pre-NEPA	\$320,000	

**Obligation Condition Table**

<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Phase 1: Final Design	N/A	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Option Phase 2: Demonstration	\$180,000	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of a Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

**2.4 Budget Period.**

Base Phase Budget Period: Effective Date of Award – 12/31/2028

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

Planning and Demonstration Narrative:

The project will be completed in three phases.

Base Phase: This phase is the development of the comprehensive safety Action Plan.

Phase 1: Final Design. This is a zero-dollar phase since the project is the purchase of two speed trailers and four mobile message trailers and final design is unnecessary.

Option Phase 2: Demonstration Activities. Purchase of two speed trailers and four mobile message trailers to perform speed and communication studies. All studies will be conducted with placement of trailers within existing county right of ways and utilized on a temporary basis. Data and feedback will then be analyzed for incorporation in the Action Plan for consideration of future permanent radar speed displays or message board installation.

**3.2 Project’s Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Final Plan Publicly Available Date:	12/31/2028
Planned SS4A Final Report Date:	12/31/2028

**Demonstration Activity Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	2/27/2026
Planned Construction Substantial Completion and Open to Public Use Date:	7/30/2026
Planned SS4A Final Report Date:	12/31/2028

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$500,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$125,000
In-Kind Match:	\$0
Other Funds:	\$0

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$500,000.00		\$500,000.00
Equipment	\$125,000.00		\$125,000.00
<b>Project Total</b>	<b>\$625,000.00</b>		<b>\$625,000.00</b>

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4  
CONTACT INFORMATION**

**4.1 Recipient Contact(s).**

Dave Shaw  
 Special Projects Coordinator  
 Converse County Road & Bridge Department  
 PO Box 770  
 44 Twin Bridges Rd  
 Douglas, WY 82633  
 (307) 358-3602  
[Dave.shaw@conversecountywy.gov](mailto:Dave.shaw@conversecountywy.gov)

**4.2 Recipient Key Personnel.**

Name	Title or Position
Dave Shaw	Special Projects Coordinator
Jason Wilkinson	Road & Bridge Superintendent

**4.3 USDOT Project Contact(s).**

Safe Streets and Roads for All Program Manager  
 Federal Highway Administration  
 Office of Safety  
 HSSA-1, Mail Stop: E71-117

1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-42, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator - Wyoming  
U.S. Department of Transportation  
Federal Highway Administration  
2617 East Lincolnway, Suite D  
Cheyenne, WY 82001-5671  
(307) 772-2101  
[HDAWY@dot.gov](mailto:HDAWY@dot.gov)

and

Joshua Jeppesen  
Wyoming Division Office  
Finance Specialist  
2617 East Lincolnway, Suite D  
Cheyenne, WY 82001  
(307) 771-2944  
[joshua.jeppesen@dot.gov](mailto:joshua.jeppesen@dot.gov)

## **ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION**

### **5.1 Office for Subaward and Contract Authorization.**

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

#### **SUBAWARDS AND CONTRACTS APPROVAL**

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

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

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

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

## **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and

guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Unincorporated County Roads in Converse County, Wyoming.

**Baseline Measurement Date:** 2/30/2026

**Baseline Report Date:** 4/30/2026

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

**Scope:** N/A

**Schedule:** The Period of Performance of three years has not changed since the application was submitted although the start date (1/2/25) has changed due to delays in execution of the grant agreement.

**Budget:** N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

[RESERVED]

**ATTACHMENT E  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

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

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

The creation of the safety action plan will be conducted by an outside engineering firm and will go through the established process for contractor selection.

The demonstration activities will be conducted by existing personnel thereby supporting good paying jobs throughout the cycle of demonstration activities. Data collected will be analyzed by the engineering firm to be incorporated into the safety action plan recommendations. Safety improvement

project recommendations will also support good paying jobs when projects are implemented into the county's efforts to reduce motor vehicle deaths and serious injuries.

**ATTACHMENT F  
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

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

<b>X</b>	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

Upon completion, the safety action plan will be available on the county’s website in read only pdf format. The demonstration activities will involve the use of cellular accessible message boards. Access to the controls is via the internet, controlled through software from the equipment manufacturer. Therefore, there is no direct link to any sensitive information on the county’s secured servers. The message board controllers located on the equipment are secured in locked cabinets.

**ATTACHMENT G**

[RESERVED]

**U.S. DEPARTMENT OF TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS UNDER THE**  
**FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT**  
**PROGRAM:**  
**FHWA PROJECTS**

**Date: June 13, 2024**  
**Revised: October 1, 2024**  
**Revised: March 17, 2025**  
**Revised: November 4, 2025**

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### ARTICLE 7 PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8 USDOT ROLE

#### **8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

**8.2 USDOT Program Contact.**

Safe Streets and Roads for All  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590  
SS4A.FHWA@dot.gov  
(202) 366-2822

**ARTICLE 9  
RECIPIENT ROLE**

**9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

## **ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

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

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

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

**ARTICLE 11**  
**STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

**11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

**11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

**11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
  - (1) the “Non-Federal Funds” amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
  - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## ARTICLE 12 GENERAL REPORTING TERMS

**12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

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

**12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

**13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

**13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

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

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

## **ARTICLE 14 PERFORMANCE REPORTING**

### **14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

### **14.2 SS4A Final Report.**

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - identified in the grant application; and
  - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### **14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

### **14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

### **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## **ARTICLE 15**

### **NONCOMPLIANCE AND REMEDIES**

#### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

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

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or
  - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

## **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

### **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 16 AGREEMENT TERMINATION**

### **16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

## **16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

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

## **16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

# **ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

## **17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

## **17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

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

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

## **ARTICLE 18 CONTRACTING AND SUBAWARDS**

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.*

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

### *Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

“**Construction materials**” means articles, materials, or supplies that consist of only one of the items listed in paragraph (2) of this definition, except as provided in paragraph (1) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (2), it is nonetheless a construction material.

- (1) The listed items are:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - fiber optic cable (including drop cable)
  - lumber;
  - engineered wood; and
  - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Domestic content procurement preference”** means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Manufactured products”** means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

**“Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**“Project”** means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

**“Section 70917(c) materials”** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

**18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

**18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**18.6 Recipient Responsibilities for Subawards.**

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

## **ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

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

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures.**

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

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

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

**ARTICLE 20**  
**LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

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

**ARTICLE 21**  
**AGREEMENT MODIFICATIONS**

**21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**21.2 Unilateral Contact Modifications.** The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

**21.3 USDOT Unilateral Modifications.**

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

**ARTICLE 22**

[RESERVED]

**ARTICLE 23**

[RESERVED]

**ARTICLE 24  
LABOR AND WORKFORCE**

**24.1 Labor and Workforce.** Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**ARTICLE 25  
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**25.1 Critical Infrastructure Security and Resilience.**

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

**ARTICLE 26  
CIVIL RIGHTS AND TITLE VI**

**26.1 Civil Rights and Title VI**

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

- (b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:
- (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
  - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.
- (c) If the Recipient is “New,” then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.
- (d) In this section 26.1:
- (1) “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).
  - (2) “**Existing**” means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.
  - (3) “**New**” means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

**ARTICLE 27**  
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL**  
**POLICY REQUIREMENTS**

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

**27.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

### **27.3 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

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

### **27.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

### **27.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and
  - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

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

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 28 ASSIGNMENT**

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

## **ARTICLE 29 WAIVER**

### **29.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

**ARTICLE 30**  
**ADDITIONAL TERMS AND CONDITIONS**

**30.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

**30.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**30.3 Environmental Review**

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

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

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

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

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

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

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
  - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

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

**30.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**30.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

**ARTICLE 31  
MANDATORY AWARD INFORMATION**

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

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 32  
CONSTRUCTION AND DEFINITIONS**

**32.1 Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

**32.2 Exhibits.** The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated November 4, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

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

**32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**32.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

### **ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE**

**33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

**U.S. DEPARTMENT OF TRANSPORTATION**

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT  
PROGRAM**

**June 13, 2024**

**Revised: March 17, 2025**

**Revised: November 4, 2025**

**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
  - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
  - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
  - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
  - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
  - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
  - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
  - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
  - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
  - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
  - nn. Wilderness Act – 16 U.S.C. 1131-1136
  - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
  - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
  - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
  - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
  - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

## **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

## **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

### **Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

### **Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B  
ADDITIONAL STANDARD TERMS**

**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable

provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

### TERM B.2

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

#### **2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

### **1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an 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.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By:
Date	Signature of Recipient’s Authorized Representative
	<b>[insert name]</b>
	Name
	<b>[insert title]</b>
	Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

---

Date	By:	Signature of USDOT's Authorized Representative
		<b>[insert name]</b>
		Name
		<b>[insert title]</b>
		Title

**Contract #: 253187**

**Entry Date:** 1/8/2026 12:12:06 PM

**Department:** Wyoming Department of Transportation,  
Highway Safety

**Agency Contact:** Pounds, Kaitamaria  
(WYDOT)

**Phone:** 307-777-4272

**Other Agency Contact:**

**WYOMING ATTORNEY  
GENERAL'S OFFICE**

**JAN 28 2026**

**Nicholas T. Garcia  
APPROVED AS TO FORM**

**Client Comments:**

**Contractor/Vendor Name:** Converse County

**Contract Title:** HRRR Rumble Strips and  
Pavement Markings

**Contract Type:** Grant Agreement - Federal

**Contract Amount:** 107239.0000

**Contract Effective Date:**

**Contract Expiration Date:** 12/31/2027 12:00:00 AM

**Status:** Attorney Review Complete

**RETURN VIA:** Download Only (Hard Copy Will Not be  
Returned to Agency)

**Assigned Attorney:** Nick Garcia

**FISCAL YEAR (FY) 2026  
HIGH RISK RURAL ROADS PROGRAM SUBRECIPIENT AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY OFFICE  
AND CONVERSE COUNTY**

1. **Parties.** The parties to this Subrecipient Agreement (Agreement) are the Wyoming Department of Transportation, Highway Safety Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3310, and Converse County (Subrecipient), whose address is: 107 North 5th Street, Suite 114, Douglas, Wyoming 82633.
2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming High Risk Rural Roads (HRRR) Program (Project).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2026, or the Effective Date, whichever is later (Term Start Date) through December 31, 2027. The Subrecipient's Budget Period is from the Term Start Date through September 30, 2027. The Period of Performance is from the Term Start Date through December 31, 2027, and shall allow ninety (90) days for Project closeout beyond completion of physical work on the Project. Project work shall commence upon receipt of a Notice to Proceed. However, the parties agree that the maintenance responsibilities described in Section 5(L) are indefinite.
4. **Project Funding.**
  - A. The Project has a total estimated cost of one hundred eighteen thousand, five hundred nine dollars (\$118,509.00) (including local cost share), as described in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference. Federal funding for this Project shall not exceed one hundred seven thousand, two hundred thirty-nine dollars (\$107,239.00). In accordance with WYDOT's policies, a program cost share requirement of ninety and forty-nine hundredths percent (90.49%) federal share and nine and fifty-one hundredths percent (9.51%) local share of the Project costs shall apply. Project costs exceeding the total estimated Project costs shall be borne by the Subrecipient.
  - B. Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this at a ninety and forty-nine hundredths percent/nine and fifty-one hundredths percent (90.49%/9.51%) cost share ratio and must remain within the total Project cost.

- C. HRRR is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's Highway Safety Office (HSO) on the Local Public Agency (LPA) Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must include all applicable supporting documentation including copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 Subpart E apply to this award. WYDOT will make payment to the Subrecipient within forty-five (45) days of receipt of a complete and approved reimbursement request pursuant to Wyo. Stat. § 16-6-602.
- D. Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed.
- E. WYDOT will accept reimbursement requests on a monthly basis. Requests must be submitted at least once every three (3) months in order for the Project to remain active. Failure to submit reimbursement requests may be considered Project Abandonment and result in the loss of federal funding in accordance with Section 7(M) below. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's HSO in writing of the status and schedule of the Project.
- F. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System. The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, [www.sam.gov](http://www.sam.gov). The law requires the Subrecipient to provide its Unique Entity Identifier (UEI) number to WYDOT. This requirement means the Subrecipient must register with [www.sam.gov](http://www.sam.gov) to be assigned a UEI number. Instructions for this process can be found at [www.sam.gov](http://www.sam.gov). Additional information regarding this Act may be found at [sam.gov](http://sam.gov).
- G. The Subrecipient may elect to use land, either wholly owned or donated, as part cost share for the Project. The land must become part of the Project and will fulfill part/all of the cost share requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor, and must be for exclusive use of the Project. If the Subrecipient accepts the donation of land, the land value used to offset the cost share may not exceed the nine and fifty-one hundredths percent (9.51%) cost share requirement, regardless of the appraised value of the land. The donation of land must be

supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

5. **Responsibilities of the Subrecipient.** The Subrecipient shall:

A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in accordance with Attachment B, HRRR Project Description, which is attached to and incorporated into this Agreement by this reference, and in accordance with the terms and conditions of this Agreement. The Subrecipient shall commence and complete the Project in a professional, economical, and efficient manner.

(i) **Project Description.** The Subrecipient shall install transverse rumble strips at seven (7) locations and pavement markings at six (6) intersections as described in Attachment B and shown in Attachment C, HRRR Roadways and Maps, which is attached to and incorporated into this Agreement by this reference.

In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the Project. The request shall be in writing to WYDOT's HSO. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the Project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the Project Subrecipient.

B. Complete all administrative requirements, including having at least one (1) Local Project Administration (LPA) Certified staff member;

C. **End of Fiscal Year Financial Reporting.**

(i) The Subrecipient shall provide end-of-fiscal-year financial reporting by October 31 of each year that this Agreement is in effect. Subrecipient must report all expenses incurred that have not yet been submitted for reimbursement by October 31.

(ii) Reimbursement requests must be submitted by November 30.

Failure to meet these deadlines may result in WYDOT rejecting reimbursement requests.

D. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the Project administrator who is accountable for the Project. The Project administrator shall have a current certification from WYDOT under

WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the Project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate. Project administration costs incurred on activities related directly to any professional services are reimbursable in accordance with Section 4 above.

- E. Design Review and Approval.** All Project designs to include engineering, architectural and landscape architectural plans, specifications, and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming.
- (i)** An appropriate level of environmental, historical, and/or review and mitigation statement in accordance with Section 4(f) of the Department of Transportation Act shall be submitted to HSO. A Categorical Exclusion issued by the FHWA, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services.
  - (ii)** HSO must authorize and receive a copy of such plans and Project Contract Documents prior to the Subrecipient proceeding with construction bidding, contracting, or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 CFR 635 Subpart A.
- F. Consultant Selection.** The consultant selection process must be based on qualifications. Using WYDOT's help, if needed, the selection process shall comply with the Brooks Act, 40 U.S.C. 1101 *et seq.*, with guidance included in WYDOT Operating Policy 40-1.
- G. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations, or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the Project design documents, issuance of a Categorical Exclusion, and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for Project construction. Such Project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the Project, no in-state preference will apply for materials, contracts, or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make a recommendation to WYDOT of the low, responsible, and responsive bidder for WYDOT concurrence prior to contract award. WYDOT

reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

- H.** Submit Plans, Specifications and Estimates (PS&E) and bid documents to HSO for review and concurrence prior to Project advertisement.
- I.** Submit bid tabulations to HSO for review and concurrence prior to awarding the Project.
- J.** Monitor Project progress and submit reimbursement requests to WYDOT in accordance with Section 4 above.
- K. Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the Project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative will accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten percent [10%]), the Subrecipient shall notify WYDOT that the Project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116. The Subrecipient shall complete the WYDOT Final Acceptance Certificate, which shall accompany the final reimbursement payment request.
- L. Project Maintenance.** Upon completion of the Project, the Subrecipient shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvements in their constructed condition adhering to all state and federal requirements for the life cycle of the Project. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment in accordance with Subrecipient's encroachment permit.
- M. Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the Project is complete.
- N. Right-of-Way and Utilities.** The Subrecipient is responsible for right-of-way and utility clearance. Prior to Project bidding, the Subrecipient must submit a completed Right-of-Way and Utility Certificate to HSO, if applicable, indicating clearance of right-of-way and utilities for the Project. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with Wyo. Stat. § 1-26-501, *et seq.*, the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

- O. Public Interest Finding.** If the Subrecipient elects to use force account work (materials and/or labor) as its local cost share or a portion of its local cost share, such a determination requires the Subrecipient to make a finding in the public interest. An inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance with 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by WYDOT's HSO.

**6. Responsibilities of WYDOT.** WYDOT shall:

- A.** Reimburse Subrecipient in accordance with Section 4 above.
- B.** Assist the Subrecipient with the consultant selection process.
- C.** Review Subrecipient's PS&E and bid documents for compliance, and issue concurrence, prior to advertisement.
- D.** Review bid tabulations and issue concurrence prior to Subrecipient awarding the Project.
- E.** Provide ongoing support through construction, including possible site inspections and reimbursement processing.
- F.** Review the Project at substantial completion and process final reimbursement.
- G.** Issue final acceptance upon completion of all Subrecipient responsibilities.

**7. Special Provisions.**

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. Environmental Policy Acts.** The Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

**D. Federal and State Required Contract Provisions.** The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation. Contract Documents shall include the appropriate level of environmental review and analysis in accordance with 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process). For projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions. Contract Documents must note any design exceptions; no exceptions are available for compliance with the Americans with Disabilities Act of 1990 (ADA).
- (iv) Buy America Provisions. Requires the use of American steel, iron products, manufactured products, and construction materials associated with this Project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, § 11513 and § 70911, *et seq.*
- (v) Disadvantage Business Enterprises (DBE). DBE efforts shall be included in the Project file, using the Form “E-91-DBE” to document the bid solicitation and to assure that the action taken is in compliance with this request. Written proof of compliance to this request must be available when requested.
- (vi) Required Federal Contract Provisions. Provisions in Attachment D, Form FHWA-1273, which is attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include the most recent version of Form FHWA-1273 provisions, which may be updated from time to time. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower-tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower-tier subcontractors. Failure to comply with the required contract provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

- (vii) Contractor and subcontractor Certification for Suspension and Debarment. Requires contractor and subcontractor to certify that they are not suspended, debarred, or ineligible from entering into contracts with any federal entity, state agency, or local body.
- (viii) Manual on Uniform Traffic Control Devices (MUTCD). Signing and pavement striping of public roads must meet MUTCD criteria. Projects that intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) Labor Rates. Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (x) Equipment/Materials/Labor Cost Determination. Unless supported by appropriate cost effectiveness determination, the use of public-owned equipment, material, or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and be supported by a Public Interest Finding.
- (xi) Domestic Preferences for Procurement. Requires a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance with 2 CFR 200.322.
- (xii) Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. Prohibits procuring, obtaining, extending, renewing, or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) Never Contract with the Enemy. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR 183. The regulations in 2 CFR 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the Period of Performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance with 2 CFR 200.215.
- (xiv) Wyoming Preference for Labor. The Subrecipient shall comply with the Wyoming Preference Act of 1971 (Wyo. Stat. § 16-6-201, *et seq.*).

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

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

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

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

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

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

**H. Mandatory Disclosures.** Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

**I. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of Agreement related work.

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

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

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

**L. Prohibited Interest.** No member, officer, or employee of the Subrecipient during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**M. Project Abandonment.** Should the Subrecipient abandon or indefinitely postpone the Project at any time, or if the Project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

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

**O. Restrictions, Prohibitions, Controls, and Labor Provisions.**

**(i) Equal Employment Opportunity.** In connection with carrying out the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national

origin, or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(ii) DBE Requirements.

(a) It is the policy of WYDOT that DBEs, defined as minority business enterprises and women-owned business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.

(b) DBE Obligation. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted contracts.

(iii) Title VI Civil Rights Act of 1964. The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the United States Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.

(iv) Compliance with Elderly and Disabled Regulations. The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons set forth in 49 CFR Part 27 and the ADA.

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

certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- Q. Administration of Federal Funds.** The Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*, and any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- R. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Subrecipient purchases ownership using funds awarded under this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- S. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- T. Non-Supplanting Certification.** The Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- U. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.
- V. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2

CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If

funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, HRRR Project Description, consisting of four (4) pages; Attachment C, HRRR Roadways & Maps, consisting of eight (8) pages; Attachment D, Form FHWA-1273, consisting of fourteen (14) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be

accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and

documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.
- BB. Insurance Requirements.** The Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

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

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

**ATTEST:**

\_\_\_\_\_  
Caitlin Casner, Secretary  
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

\_\_\_\_\_  
Brian Olsen, P.E., Assistant Chief Engineer,  
Engineering and Planning

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #253187  
\_\_\_\_\_  
Nicholas T. Garcia, Assistant Attorney General

11/28/26  
\_\_\_\_\_  
Date

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## COMMUNITY SERVICE GRANT AGREEMENT

### Converse County, Wyoming Fiscal Year 2025-2026 (FY2026)

1. **Parties:** This funding Agreement (hereinafter referred to as “Agreement”) is made between the Board of Commissioners of Converse County, Wyoming, 107 N 5<sup>th</sup> St., Suite 114, Douglas, WY 82633-2448 (hereafter referred to as “County”) and The Wyoming State Fair Foundation (hereafter referred to as “Organization”), doing business in Converse County, Wyoming, whose address is PO Box 98, Douglas, WY 82633.

**WHEREAS**, pursuant to W.S. §16-1-101 through 16-1-108; §35-1-613(a)(iv); and 35-1-614(a), the County is authorized to cooperate with nonprofit corporations and hospitals and clinics to provide human services programs for the county; and

**WHEREAS**, the Organization provides support and/or services to the members of the public within Converse County, and the Commission has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

**NOW, THEREFORE**, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the County and the Organization as follows:

2. **Purpose:** This Agreement is for the purpose of obtaining resources (funds) in the amount of seven hundred seventy thousand dollars and no cents (\$770,000) from the County and using such funds towards those services identified in Section 5 herein, as well as seven hundred fifty thousand dollars to be used exclusively for capital construction costs as provided in Section 5 herein. No funds shall be disbursed until this Agreement is approved by the Board of County Commissioners.

3. **Term:** This Agreement shall be in effect for a term beginning February \_\_\_\_ and ending June 30, 2026.

4. **Payment:**

4.1. The County shall pay the Organization as invoiced with the last disbursement to be requested on or before June 30, 2026. At that time, there is no continuing obligation on the part of the County to provide additional funding to the Organization.

4.2. Payment of funding is conditional upon the County continuing to have sufficient funding allocated to the Organization within its adopted budget, as well as the Organization meeting all obligations as imposed under this Agreement.

5. **Responsibilities of Organization:** The Organization:

5.1. Shall use the funds solely as described as follows:

5.1.1. Shall use \$20,000.00 for general operations; and

5.1.2. Shall use \$750,000.00 solely for capital construction costs associated with the design and/or construction of upgrades to the Wyoming State Fair Show Center located on the Wyoming State Fairgrounds.

5.2. Shall submit to the County a copy of its annual financial compilation, review, or audit when completed for the end of each fiscal year. This document must be submitted by the Organization along with the current budget funding request.

5.3. Shall submit invoices and any required supporting documentation on a monthly, quarterly, biannual, or yearly basis by the County’s accounts payable deadline. Original

invoices shall be submitted by US Mail or by hand delivery to the County Clerk's Office at the address as stated herein.

5.4. Acknowledges that any allocation of funds not invoiced by the Organization for the current fiscal year and by the deadline will revert to the County's General Fund and will not be paid to the Organization.

5.5. Shall pay, in a timely manner, all property taxes and any other debts assessed in its name and payable to Converse County. The County may withhold any debts due and owing from the Organization's final fiscal year allocation.

5.6. Shall carry a policy of commercial general liability insurance, with liability limits in an amount of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, unless otherwise authorized by the County, and shall provide the County Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the County from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

## 6. Termination:

6.1. This Agreement shall terminate due to any of the following:

- i. upon a breach of any requirements as stated in section 5 herein;
- ii. upon Organization's receipt of the total amount of funds to be disbursed under this Agreement;
- iii. due to lack of sufficient funds in the County Treasury;
- iv. by mutual agreement in writing of the parties;
- v. or if subsequent legislation causes this Agreement to conflict with any law.

6.2. Termination by either party ceases further obligation on the part of the County to make further payments under this Agreement, and Organization shall be required to reimburse the County for any monies paid to Organization under the terms of this Agreement which have been paid in advance for services not yet rendered.

## 7. Miscellaneous Provisions:

7.1. The Parties hereby agree that Organization may accumulate monies and need not expend all current funds provided; however, the Organization shall not accumulate funds resulting in liability for any corporate tax.

7.2. Amendments. Either party may request amendments to this agreement. Any changes, modifications, revisions or amendments to this agreement which are mutually agreed upon by and between the Parties shall be incorporated by written instrument and effective when executed and signed by all parties to this Agreement.

7.3. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.4. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

7.5. Sovereign Immunity. Neither party nor their respective governing bodies shall waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

- 7.6. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to the benefit of the parties herein. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce, to seek any remedy arising out of a party's performance or failure to perform any term or condition, or to bring an action for the breach of this Agreement.
- 7.7. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- 7.8. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- 7.9. Indemnification. Organization shall indemnify, defend and hold harmless the County, and its officers, agents, employees, successors and assignees from any and all claims, demands, cause of action, lawsuits, losses, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons under this Agreement.
- 7.10. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
- 7.11. The effective date of this Agreement is the date of the signature last affixed to this page.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SIGNATURES:**  
**Converse County**

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
Karen Rimmer, Converse County Clerk

**Organization**

.....  
Name of Organization: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

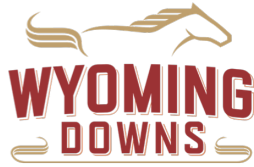
\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Secretary

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_



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January 23, 2026

Converse County Commissioners  
Attn: James Willox, Chairman  
107 N. 5th Street, Suite 114  
Douglas, WY 82633  
[jim.willox@conversecountywy.gov](mailto:jim.willox@conversecountywy.gov)  
Via Email and U.S. Mail

Re: Semi-Annual Update on Douglas Derby Club 1793 Muirfield Court and  
Wyoming Downs, LLC 1450 North Riverbend Drive

Dear Chairman Willox:

This letter is to meet our semi-annual reporting requirement as outlined in Converse County Resolution No. 20-22 Approving 307 Horse Racing, LLC to Conduct Pari-Mutual Wagering and Simulcast Events Within Converse County, which passed on December 20, 2022 and Resolution No. 06-23 Approving Wyoming Downs, LLC to Conduct Pari-Mutuel Wagering nad Simulcast Events Within Converse County.

Please see our local tax report summary for the current six-month period, attached hereto as Exhibit A. As of this date, we do not have any operational issues to report. We currently employ approximately 30 employees between both properties. Full-time employees are eligible for benefits including health insurance.

If you have any questions about this request or need additional information, please let me know right away and I can supplement this letter immediately.

Sincerely,

A handwritten signature in blue ink that reads 'Traci Lacock'.

Traci L. Lacock  
General Counsel

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Exhibit A:

**Converse County/City of Douglas Total Tax Revenue from 307 Horse Racing, LLC by Month**

June 2025 – \$30,578.48

July 2025 – \$34,359.83

August 2025 – \$33,386.18

September 2025 - \$33,126.60

October 2025- \$30,303.19

November 2025 – \$29,705.67

December 2025- \$39,564.03

**Converse County/City of Douglas Total Tax Revenue from Wyoming Downs, LLC by Month**

June 2025 – \$16,961.11

July 2025 – \$16,455.83

August 2025 – \$15,253.99

September 2025 - \$13,027.47

October 2025- \$12,735.60

November 2025 – \$12,045.34

December 2025- \$15,185.80

For Administrative Use Only  
Permit # \_\_\_\_\_  
Check # \_\_\_\_\_ Date \_\_\_\_\_  
Inspections \_\_\_\_\_

**Converse County  
Public Utilities Parallel Right-of-Way Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Vyve Broadband (Mike Smith) (applicant) of Vyve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of existing Coaxial Line. (For cable TV, Internet & Phone Services.)

; that the location of such activity shall be limited to that portion of Converse County Road Number 9, commonly referred to as the Chalk Buttes Road, located in: T32N R22W Section 24 (Township, Range, and Section), mile marker \_\_\_\_\_ on CR 9, with Latitude 42.73345° and Longitude W 105.43311° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.

6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

11. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

12. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

13. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

14. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

15. That the Permittee agrees to the following fee schedule as applicable:

**FEE SCHEDULE**

\$25 Parallel Right-of-Way Fee up to five (5) miles

\$25 Fee per each additional five (5) miles

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

16. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

17. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

18. All approaches will be bored unless prior Converse County Road & Bridge Superintendent approval is received.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access \_\_\_\_\_.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners  
Converse County, Wyoming

Permittee

Michael Smith  
Printed Name of Permittee

\_\_\_\_\_  
Chairman

234 n Windriver Dr  
Address of Permittee

\_\_\_\_\_  
Attest:

Douglas WY 82633  
City, State, and Zip Code

Received and Approved By:

307-359-2583  
Contact Phone Number

\_\_\_\_\_  
Road & Bridge Foreman

Michael.Smith@Vyrebb.com  
Email Address of Permittee

 Technical Operations Manager  
Signature and Title

**Converse County  
Public Utilities Parallel Right-of-Way Permit**

**Land Owner Permission**

I, the undersigned property owner, acknowledge that,

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The above company has my permission to bore from my land located:

Road Number \_\_\_\_\_ Mile Marker \_\_\_\_\_

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Latitude \_\_\_\_\_, Longitude \_\_\_\_\_ at center line of road  
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: \_\_\_\_\_  
Landowner

Date: \_\_\_\_\_

---

Signature: \_\_\_\_\_  
Company Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For Administrative Use Only

Permit # \_\_\_\_\_

Check # \_\_\_\_\_

Date \_\_\_\_\_

Inspections \_\_\_\_\_

**Converse County  
Public Utilities Parallel Right-of-Way Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that VYve Broadband (Mike Smith) (applicant) of VYve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of Existing Coaxial Line. (For Cable TV & Internet & Phone Services)

; that the location of such activity shall be limited to that portion of Converse County Road Number 64, commonly referred to as the Ridgewater Road, located in: T32N R12W Sec 12 (Township, Range, and Section), mile marker \_\_\_\_\_ on CR 64, with Latitude N 42.73748° and Longitude W 105.43339° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.

6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

11. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

12. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

13. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

14. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

15. That the Permittee agrees to the following fee schedule as applicable:

**FEE SCHEDULE**

\$25 Parallel Right-of-Way Fee up to five (5) miles

\$25 Fee per each additional five (5) miles

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

16. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

17. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

18. All approaches will be bored unless prior Converse County Road & Bridge Superintendent approval is received.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access \_\_\_\_\_.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners  
Converse County, Wyoming

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Attest:

Received and Approved By:

\_\_\_\_\_  
Road & Bridge Foreman

Permittee

Michael Smith  
Printed Name of Permittee

234 N Windriver Dr  
Address of Permittee

Douglas WY 82633  
City, State, and Zip Code

307-359-2583  
Contact Phone Number

Michael.Smith@uyocbb.com  
Email Address of Permittee

 Technical Operations Manag.  
Signature and Title

For Administrative Use Only

Permit # \_\_\_\_\_

Check # \_\_\_\_\_

Date \_\_\_\_\_

Inspections \_\_\_\_\_

## Converse County Bore Permit

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Vyve Broadband (Mike Smith) (applicant) of Vyve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of existing Coaxial Line. (For cable TV, Internet, & Phone Services.)

; that the location of such activity shall be limited to that portion of Converse County Road Number \_\_\_\_\_, commonly referred to as the Chalk Buttes Road, located in: T32 N R72 W Section 24 (Township, Range, and Section), mile marker \_\_\_\_\_ on CR 9, with Latitude N 42.73345° and Longitude W 105.43311° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.
6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. All equipment used during construction, maintenance, and/or repair is properly registered, including, but not limited to Wyoming Mobile Machinery Stickers & Vehicle Registrations.

11. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

12. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

13. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

14. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

15. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

16. That the Permittee agrees to the following fee schedule as applicable:

**FEE SCHEDULE**

\$125 Bore Fee per hole

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

17. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

18. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access \_\_\_\_\_.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners  
Converse County, Wyoming

Permittee

\_\_\_\_\_  
Chairman

Michael Smith  
Printed Name of Permittee

234 N Windriver Dr  
Address of Permittee

Attest:


Douglas WY 82633  
City, State, and Zip Code

307-359-2583  
Contact Phone Number

Received and Approved By:

Michael.Smith@Vyvebb.com  
Email Address of Permittee

\_\_\_\_\_  
Road & Bridge Foreman

  
Signature and Title Technical Operations Manager

**Converse County  
Bore Permit**

**Land Owner Permission**

I, the undersigned property owner, acknowledge that,

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The above company has my permission to bore from my land located:

Road Number \_\_\_\_\_ Mile Marker \_\_\_\_\_

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Latitude \_\_\_\_\_, Longitude \_\_\_\_\_ at center line of road  
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: \_\_\_\_\_  
Landowner

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Company Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For Administrative Use Only  
Permit # \_\_\_\_\_  
Check # \_\_\_\_\_ Date \_\_\_\_\_  
Inspections \_\_\_\_\_

**Converse County  
Bore Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Vyve Broadband (Mike Smith) (applicant) of Vyve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of Existing Coaxial Line. (For cable TV, Internet and Phone Services.)

; that the location of such activity shall be limited to that portion of Converse County Road Number 64, commonly referred to as the Ridge Water Road, located in: T32N R72W Section 13 Township, Range, and Section), mile marker \_\_\_\_\_ on CR 64, with Latitude N 42.73748° and Longitude W 105.43339° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.
6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. All equipment used during construction, maintenance, and/or repair is properly registered, including, but not limited to Wyoming Mobile Machinery Stickers & Vehicle Registrations.

11. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

12. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

13. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

14. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

15. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

16. That the Permittee agrees to the following fee schedule as applicable:

**FEE SCHEDULE**

\$125 Bore Fee per hole

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

17. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

18. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access \_\_\_\_\_.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners  
Converse County, Wyoming

Permittee

\_\_\_\_\_  
Chairman

Michael Smith  
Printed Name of Permittee

234 N Windriver Dr  
Address of Permittee

Attest:

Douglas WY 82633  
City, State, and Zip Code

307-359-2583  
Contact Phone Number

Received and Approved By:

Michael.Smith@Vyvebb.com  
Email Address of Permittee

\_\_\_\_\_  
Road & Bridge Foreman

  
Signature and Title *Technical Operations Manager*

**Converse County  
Bore Permit**

**Land Owner Permission**

I, the undersigned property owner, acknowledge that,

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The above company has my permission to bore from my land located:

Road Number \_\_\_\_\_ Mile Marker \_\_\_\_\_

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Latitude \_\_\_\_\_, Longitude \_\_\_\_\_ at center line of road  
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: \_\_\_\_\_  
Landowner

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Company Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_