Laramie Regional Airport
555 General Brees Road
Laramie, Wyoming 82070

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Laramie Regional Airport Board Meeting Agenda

City Council Chambers
Wednesday, November 4, 2026 – 8:00 AM

REGULAR MEETING:

1. Call to Order and Roll Call
2. Amendments to Agenda
3. Public Comment
4. Approval of Consent Agenda

CONSENT AGENDA

4a. Minutes approval for Laramie Regional Airport Board Meeting of October 14, 2026
4b. Vendor Payment approval for October 2026 Vendor Payments

REGULAR AGENDA

5. Operations Report – Presented by Jeannie Jenkins
6. Financial Report- Presented by Tamie Wick
7. Director's Report – Presented by Amy Terrell
8. Presentation Section 125 Premium Only Plan Adoption Agreement
   ACTION: Approve or Deny Adoption of Section 125 Premium Only Plan Adoption Agreement
9. Presentation Resolution 2026-01 Section 125 Premium Only Plan
   ACTION: Approve or Deny Resolution 2026-01 Section 125 Premium Only Plan
10. Presentation of Master Service Agreement with Team Logic IT
    ACTION: Approve or Deny Master Service Agreement with Team Logic IT
11. Presentation Additional Services Addendum with Ardurra Group
    ACTION: Approve or Deny Additional Services Addendum with Ardurra Group
12. Presentation of Task Order Number 26-02 with Ardurra Group for Bidding and Construction Administration on the Apron Project
    ACTION: Approve or Deny Task Order Number 26-02 with Ardurra Group for Bidding and Construction Administration on the Apron Project
13. Next Meeting: December 9, 2026
14. Adjourn to Executive Session per Wyoming State Statute 16-4-405 (ii) and (iii)

Consent Agenda

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Laramie Regional Airport Board Meeting
City Council Chambers
October 14, 2026

Regular Meeting: 8:00 AM

1. **Call to order and Roll Call.**
   Laramie Regional Airport Board Meeting, called to order at 8:00 AM, on October 14, 2026, by Vice Chairperson Robert Southard.
   Present: Tracy Fletcher, Jackie Gonzales, Robert Southard.
   Absent: Malea Brown, Dan Johnson.
   County Liaison - Pete Gosar, Present.
   City of Laramie Liaison – Sharon Cumbie, Absent.

2. **Amendments to Agenda:**
   Motion by Tracy Fletcher, second by Jackie Gonzales to add 8b. Additional Services Amendment with Ardurra.
   MOTION CARRIED unanimously by voice vote.

3. **Public Comments:**
   No Public Comments.

4. **Approval of Consent Agenda:**
   Motion by Jackie Gonzales, second by Tracy Fletcher to approve the Consent Agenda as presented which includes the September 16, 2026, minutes, and Vendor Payments for September 2026.
   4a. Minutes' approval for Laramie Regional Airport Board Meeting on September 16, 2026.
   4b. Vendor Payment approval for September 2026 Vendor Payments.
   MOTION CARRIED unanimously by voice vote.

5. **Operations Report, Jeannie Jenkins**
   - Introduction as new Operations Manager

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6. **Financial Report, Tamie Wick**
   - Budget
   - Enplanements
   - CPI

7. **Director's Report, Amy Terrell**
   - Charter
   - Winter Operations
   - Diversions
   - Fuel Prices
   - Part 139 Inspection
   - ACARS
   - Airport Load Factors
   - Wyoming Economic Empact
   - Part 139 FAA Annual Inspector

8. **Approve or Deny Sublease Agreement between the Flying Club and Dale Arey.**
   Motion by Tracy Fletcher, second by Jackie Gonzales to approve Sublease Agreement between the Flying Club and Dale Arey.
   MOTION CARRIED unanimously by voice vote.

8b. **Approve or Deny Additional Services Amendment with Ardurra.**
   Motion by Jackie Gonzales, second by Tracy Fletcher to approve Additional Services Amendment with Ardurra regarding the apron reconstruction on the ramp.
   MOTION CARRIED unanimously by voice vote.

9. **Next Meeting:**
   November 4, 2026.

10. **Adjourn:**
   Motion by Tracy Fletcher, second by Jackie Gonzales to adjourn into Executive Session per Wyoming State Stature 16-4-405(ii).
   MOTION CARRIED unanimously by voice vote.
   8:27 AM

Laramie Regional Airport -KLAR
Expenses by Vendor Summary
October 2026

	Total
8 x 8	173.70
Absolute Solutions	110.00
Ace Hardware	13.98
Airport Lighting Company	939.00
Amazon	780.64
ANB Bank	2,360.17
APG West Payment Processing	45.38
Ardurra Group	109,921.58
AVFuel Corporation	187,165.75
BestMed	90.00
Black Hills Energy	2,718.77
CHATGPT	20.00
City of Laramie - Water Fund	698.43
Dooley Oil, Inc.	5,776.67
Electrical Solutions LLC	225.00
Floyd's Truck	453.68
Health Equity	225.00
HomeBase	36.55
Honeywagon Sanitation Pumping	150.00
ICC	3,262.77
Intuit	378.00
Laramie County Community College	357.00
MASA	133.00
Murdoch's	46.94
NAPA Auto Parts of Laramie	146.99
O'Reilly Automotive Stores, Inc.	308.65
Parlevel Systems	80.00
PEAC Solutions	95.00
Pence and MacMillan	5,844.00
Pizza Hut	157.51
Player-Coach HR, LLC	494.00
QuickBooks Payments	9.24
Rocky Mountain Power	4,539.55
SSG	85,417.65
Sticker Mule	249.50
The Feed Store	13.20
The UPS Store	55.60
USPS	10.20
Venture Services LLC	2,300.00
Vista Print	44.48
Voltech Electric, Inc	340.00
Walmart	302.96
Western Heritage Hotel	696.00
William Moran	40.00

Laramie Regional Airport - KLAR
Expenses by Vendor Summary
October 2026

	Total
Wyoming Workers Compensation	3,401.39
XESI	229.08
TOTAL	**$420,857.01**

Financials

Laramie Regional Airport -KLAR

Budget vs. Actuals: FY27 Operations

July 2026 - June 2027

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
4210 Aviation Fuel Tax			
4211 Gasoline Tax Refund	4,310.97	13,500.00	31.93 %
Total 4210 Aviation Fuel Tax	**4,310.97**	**13,500.00**	**31.93 %**
4300 Fixed Based Operator			
4301 Jet Fuel	870,575.44	1,529,417.00	56.92 %
4301-1 No Fuel Fee	3,500.00		
Total 4301 Jet Fuel	**874,075.44**	**1,529,417.00**	**57.15 %**
4302 Line Services	9,732.50	53,000.00	18.36 %
4303 Oil Sales	480.13	1,200.00	40.01 %
4304 Aviation Gas Sales	83,104.18	156,000.00	53.27 %
4305 Aircraft De-Icing Service	550.00	8,600.00	6.40 %
4306 De-Ice Type I	1,001.00	25,000.00	4.00 %
4307 De-Ice Type IV		1,000.00	
Total 4300 Fixed Based Operator	**968,943.25**	**1,774,217.00**	**54.61 %**
4320 Concessions			
4321 Merchandise Sales	7,152.38	27,283.00	26.22 %
4323 Food & Drink Sales	1,088.83	3,000.00	36.29 %
Total 4320 Concessions	**8,241.21**	**30,283.00**	**27.21 %**
4500 Facility Rentals			
4501 Hangar Rent	60,738.33	151,233.00	40.16 %
4502 Hangar - Cold Overnight	415.00	1,000.00	41.50 %
4503 Hangar - Heated Overnight	9,564.00	20,000.00	47.82 %
4504 Ground Leases	53,025.45	43,098.00	123.03 %
4505 PARQ Building Lease	53,699.93	130,908.00	41.02 %
4506 Terminal Space Rent	50,304.85	130,273.00	38.61 %
Total 4500 Facility Rentals	**227,747.56**	**476,512.00**	**47.79 %**
4600 Facility Fees	5,150.00		
4601 Airline Revenue	12,575.17	42,000.00	29.94 %
4603 Charters	43,096.00	110,000.00	39.18 %
4604 Facility Fees	11,113.00	32,660.00	34.03 %
4604-01 Mechanic on Field	300.00		
Total 4604 Facility Fees	**11,413.00**	**32,660.00**	**34.94 %**
4605 Overnight Parking Fees	10,157.00	8,000.00	126.96 %
4606 Car Rental Agencies	4,155.62	12,000.00	34.63 %
Total 4600 Facility Fees	**86,546.79**	**204,660.00**	**42.29 %**
4700 Nonoperating Revenue			
4212 Advertising Grant	31,850.00	50,000.00	63.70 %
4223 2026 Aviation Encouragement Grant		2,500.00	
4701 Credit Card Processing Fee	11,396.94	20,630.00	55.24 %
4702 Interest Earnings	2,884.27	16,303.00	17.69 %
4706 Miscellaneous Income	146.38	500.00	29.28 %

Laramie Regional Airport -KLAR

Budget vs. Actuals: FY27 Operations

July 2026 - June 2027

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
4706-1 Vendor Compensation	8.82	62.00	14.23 %
4706-2 Late Fees	96.64	100.00	96.64 %
Total 4706 Miscellaneous Income	**251.84**	**662.00**	**38.04 %**
4707 PFC Revenue	29,436.26	83,000.00	35.47 %
4708 Asset Sales	15.75		
4709 City Funds	62,499.99	250,000.00	25.00 %
4710 County Funds	250,000.00	250,000.00	100.00 %
Total 4700 Nonoperating Revenue	**388,335.05**	**673,095.00**	**57.69 %**
Services	-8,865.49		
Total Income	**$1,675,259.34**	**$3,172,267.00**	**52.81 %**
GROSS PROFIT	**$1,675,259.34**	**$3,172,267.00**	**52.81 %**
Expenses			
7000 Personnel Costs			
7002 Salary & Wages	208,344.66	756,921.00	27.53 %
7003 Salaries & Wages - PTO	15,014.96	7,212.00	208.19 %
7004 Salaries & Wages - Overtime	7,337.11	18,000.00	40.76 %
7005 Salaries & Wages - Charters		9,000.00	
7007 Salaries & Wages - Holidays	8,375.26	35,766.00	23.42 %
7511 Social Security	14,665.46	51,268.00	28.61 %
7512 Worker's Compensation	3,266.44	13,089.00	24.96 %
7513 Unemployment	134.95	1,158.00	11.65 %
7514 Pension	31,147.83	134,986.00	23.07 %
7515 Insurance	49,264.20	194,097.00	25.38 %
7515-2 Vision Insurance	2,612.80	2,481.00	105.31 %
Total 7515 Insurance	**51,877.00**	**196,578.00**	**26.39 %**
7516 Medicare	3,429.81	11,990.00	28.61 %
Total 7000 Personnel Costs	**343,593.48**	**1,235,968.00**	**27.80 %**
7020 Contractual			
7021 Legal Fees	10,244.00	50,000.00	20.49 %
7022 Accounting/Audit		53,000.00	
7023 Professional & Consulting	4,250.50	21,250.00	20.00 %
7025 Dues/Memberships	268.99	2,500.00	10.76 %
7026 Equipment		23,000.00	
7028 Fuel Truck Rental	10,750.00	26,200.00	41.03 %
7029 IT Services	13,436.27	48,000.00	27.99 %
7030 Copier	1,210.93	3,387.00	35.75 %
7032 Postage	519.08	750.00	69.21 %
7033 Advertising	63,861.82	101,000.00	63.23 %
7034 Licensing & Permits	50.00	200.00	25.00 %
7035 Aviation Encouragement Grant		2,500.00	
7040 ARFF Training	1,423.47	4,924.00	28.91 %
7042 Registrations/Education	1,162.00	8,420.00	13.80 %

Laramie Regional Airport -KLAR

Budget vs. Actuals: FY27 Operations

July 2026 - June 2027

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
7043 Travel	2,636.18	13,840.00	19.05 %
7044 Vehicle License	25.00	500.00	5.00 %
7055 Telephone	822.89	2,276.00	36.16 %
7056 Disposal	990.00	2,800.00	35.36 %
7502 Liability Insurance	5,348.00	7,861.00	68.03 %
7503 Property Insurance	59,592.75	61,000.00	97.69 %
Total 7020 Contractual	**176,591.88**	**433,408.00**	**40.74 %**
7050 Utilities			
7051 Electric	12,956.72	66,000.00	19.63 %
7052 Gas	10,875.08	34,000.00	31.99 %
7053 Water/Sewer/Trash	3,842.61	17,434.00	22.04 %
7054 Internet	1,716.80	6,000.00	28.61 %
Total 7050 Utilities	**29,391.21**	**123,434.00**	**23.81 %**
7200 Materials & Supplies			
7201 Airplane De-Ice		7,080.00	
7202 Ammenities	1,928.15	5,500.00	35.06 %
7203 Aviation Gas Resale	100,917.45	117,000.00	86.25 %
7205 Food & Drink Resale		4,000.00	
7205-01 Food & Drink Secured Side	1,048.21		
7205-02 Food & Drink Non Secured Side	1,196.89		
Total 7205 Food & Drink Resale	**2,245.10**	**4,000.00**	**56.13 %**
7206 Fuel Farm Supplies	1.95	4,000.00	0.05 %
7207 Furniture & Decor		7,200.00	
7208 Software Licenses	3,276.99	14,750.00	22.22 %
7209 Janitorial Supplies	39.32	5,000.00	0.79 %
7209-1 Janitorial Terminal	1,008.99		
7209-2 Janitorial - FBO	313.75		
Total 7209 Janitorial Supplies	**1,362.06**	**5,000.00**	**27.24 %**
7210 Jet Fuel Resale	624,334.57	1,000,000.00	62.43 %
7213 Merchandise Resale	3,630.71	16,000.00	22.69 %
7214 Office Supplies	636.02	3,500.00	18.17 %
7215 Oil Resale	226.25	500.00	45.25 %
7217 Supplies	634.60	3,000.00	21.15 %
7218 Uniforms	1,223.91	3,140.00	38.98 %
7219 Unleaded Gas/Diesel	12,435.79	25,000.00	49.74 %
7220 Wildlife Mitigation	36.89	1,000.00	3.69 %
Total 7200 Materials & Supplies	**752,890.44**	**1,216,670.00**	**61.88 %**
7230 Repair & Maintenance			
7231 Building Repairs & Landscaping	31.75	84,548.00	0.04 %
7231-1 Terminal	5,517.16		
7231-10 Hangar 3	46.98		
7231-12 Field	125.71		

Laramie Regional Airport -KLAR

Budget vs. Actuals: FY27 Operations

July 2026 - June 2027

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
7231-13 Landside	272.44		
7231-2 FBO	5,977.61		
7231-3 AirLoom	295.00		
7231-4 ARFF	1,088.20		
7231-6 Hangar 6	127.49		
7231-7 Hangar 7	468.20		
7231-8 Hangar 5	468.20		
7231-9 Hangar 9	47.49		
Total 7231 Building Repairs & Landscaping	**14,466.23**	**84,548.00**	**17.11 %**
7232 Communications Equipment & Repair	1,068.18	1,500.00	71.21 %
7234 Runway Marking & Lighting	2,113.26	2,800.00	75.47 %
7235 Vehicle & Equipment Repairs		20,000.00	
7235-1 Ford F250 - Ops 2	91.05		
7235-11 Tug	129.86		
7235-12 Massey	41.19		
7235-17 De-Ice Truck	1,154.06		
7235-18 TopHat Trailer	50.28		
7235-2 Ram 1500 - Ops I	104.65		
7235-20 Avgas Truck	153.60		
7235-22 Toyota Courtesy Car	39.91		
7235-24 Husqvarna Zero Turn	124.57		
7235-29 Jet 3	83.99		
7235-3 Chevy 1500 -FM1	156.83		
7235-31 Jet 4	221.60		
7235-32 Belt Loader	3.84		
7235-33 Tools	2,474.06		
7235-34 Potable Water Cart	74.99		
7235-35 Seal Coat Equipment Repairs	948.97		
7235-6 ARFF Truck #1	1,165.70		
Total 7235 Vehicle & Equipment Repairs	**7,019.15**	**20,000.00**	**35.10 %**
Total 7230 Repair & Maintenance	**24,666.82**	**108,848.00**	**22.66 %**
7450 Fees			
7451 Av Trip Fees	192.46	700.00	27.49 %
7452 Bank Fees	106.72	200.00	53.36 %
7453 Credit Card Fees	11,332.97	20,670.00	54.83 %
7454 Payroll Fees	1,892.40	6,500.00	29.11 %
7456 QuickBooks Payment Fees	176.39	1,000.00	17.64 %
7458 Interest Expense	3,460.34	11,972.00	28.90 %
Total 7450 Fees	**17,161.28**	**41,042.00**	**41.81 %**
8000 Nonoperating Expenses			
8010 Loan Payments	5,980.34	52,792.00	11.33 %
8030 PARQ Building Taxes		5,105.00	

Laramie Regional Airport -KLAR

Budget vs. Actuals: FY27 Operations

July 2026 - June 2027

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Total 8000 Noneperating Expenses	**5,980.34**	**57,897.00**	**10.33 %**
Total Expenses	**$1,350,275.45**	**$3,217,267.00**	**41.97 %**
NET OPERATING INCOME	**$324,983.89**	**$-45,000.00**	**-722.19 %**
NET INCOME	**$324,983.89**	**$-45,000.00**	**-722.19 %**

Laramie Regional Airport -KLAR

Budget vs. Actuals: Budget_FY27_P&L - FY27 P&L Properties

July 2026 - June 2027

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
4200 Capital Grants & Contributions			
4203 ALA011B Expand ARFF		253,073.00	
4221 ALA016A Seal Coat & Mark pavement	462,814.16	613,297.00	75.46 %
4222 ALA038 Backup AWOS		175,000.00	
4225 ALA015 Apron Rehab	196,617.43	645,011.00	30.48 %
4226 Crack Seal Project		182,985.00	
Total 4200 Capital Grants & Contributions	**659,431.59**	**1,869,366.00**	**35.28 %**
4700 Nonoperating Revenue			
4712 2026 SPET Tax Collected		378,000.00	
4713 2026 SPET Tax Interest		7,560.00	
Total 4700 Nonoperating Revenue		**385,560.00**	
Total Income	**$659,431.59**	**$2,254,926.00**	**29.24 %**
GROSS PROFIT	**$659,431.59**	**$2,254,926.00**	**29.24 %**
Expenses			
6000 Capital Grants Expenditures			
6003 ALA011B Expand ARFF	55,157.48	259,562.00	21.25 %
6012 ALA016A Seal Coat & Mark Pavement	514,237.96	681,444.00	75.46 %
6013 ALA038 Backup AWOS		190,000.00	
6014 Apron Reconstruction	450,774.81	661,550.00	68.14 %
6015 Crack Seal Project		228,732.00	
Total 6000 Capital Grants Expenditures	**1,020,170.25**	**2,021,288.00**	**50.47 %**
8000 Nonoperating Expenses			
8021 SPET Expenditures		400,000.00	
Total 8000 Nonoperating Expenses		**400,000.00**	
Total Expenses	**$1,020,170.25**	**$2,421,288.00**	**42.13 %**
NET OPERATING INCOME	**$-360,738.66**	**$-166,362.00**	**216.84 %**
NET INCOME	**$-360,738.66**	**$-166,362.00**	**216.84 %**

Laramie Regional Airport -KLAR

A/P Aging Summary Report
As of Nov 3, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
Jviation, A Woolpert Company	55,157.48				40,536.81	95,694.29
NAPA Auto Parts of Laramie			-6.00			-6.00
Sampson Construction					55,858.37	55,858.37
TOTAL	**55,157.48**		**-6.00**		**96,395.18**	**$151,546.66**

Laramie Regional Airport -KLAR

A/R Aging Summary Report
As of Nov 3, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
Aaron Maddox	2,420.26	3,832.50				6,252.76
AirLoom Energy		10,927.27				10,927.27
Alan Vazqueztell		206.50				206.50
AVFUEL	51,969.22					51,969.22
Ivinson Memorial Hospital	6,000.00					6,000.00
Laramie Flying Club, Inc.	2,311.80	666.00				2,977.80
Lazy A Land Co		329.11				329.11
Northeast Planes Aviation	465.00					465.00
Osea Nelson		410.96				410.96
Straight Stripe Painting		4,928.74				4,928.74
WYDOT					1,477,763.72	1,477,763.72
TOTAL	**63,166.28**	**21,301.08**			**1,477,763.72**	**$1,562,231.08**

Laramie Regional Airport -KLAR
Balance Sheet
As of Nov 3, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1110-1 ANB - Operating 3189	209,504.75
1110-2 ANB - PFC 3193	22,761.59
1110-3 ANB - Savings 3195	102,288.11
1110-4 ANB- Wick 3213	1,306.11
1110-5 ANB - Terrell 3227	739.81
1110-6 ANB-Kelley 3221	396.15
1110-7 ANB-Jenkins 3215	1,026.42
1110-8 ANB - ACH 4121	0.00
1111-2 Wyoming Bank & Trust -Debt Service 7000	0.00
1112-1 1112-1 WY CLASS-Contingency Funds	21,310.11
1112-2 1112-2 WY CLASS Match Money	341,866.72
1112-3 1112-3 WY CLASS -Damage Deposits	5,426.70
1115 Cash held by Albany County	712,256.94
Wyoming Bank & Trust - Escrow 7503	0.00
Total Bank Accounts	**$1,418,883.41**
Accounts Receivable	
1200 Accounts Receivable (A/R)	1,562,231.08
Total Accounts Receivable	**$1,562,231.08**
Other Current Assets	
1499 Undeposited Funds	0.00
1501 Inventory - AvGas Fuel	29,033.00
1502 Inventory - Jet Fuel	34,534.00
1503 Inventory - Merchandise	5,022.00
1504 Inventory - Diesel	4,069.00
1505 Inventory - Unleaded	1,125.00
Total Other Current Assets	**$73,783.00**
Total Current Assets	**$3,054,897.49**
Fixed Assets	
1600 Land	347,851.43
1601 Buildings & Improvements	59,924,896.09
1602 Equipment	5,254,204.73
1603 Construction in Progress	1,894,945.99
1604 Intangible right to use software (SBITA)	12,473.00
1611 Accumulated Depreciation - Bldg & Improv	-26,661,911.53
1612 Accumulated Depreciation - Equip	-2,235,992.88
1613 Accum. Amortization - SBITA	-6,583.00
Total Fixed Assets	**$38,529,883.83**

Laramie Regional Airport -KLAR
Balance Sheet
As of Nov 3, 2026

	Total
Other Assets	
1300 Lease Receivable - GASB87	567,112.00
1700 Deferred Outflow - Contributions	61,283.00
1701 Deferred Outflow - Assumptions	0.00
1702 Deferred Outflow - Experience	36,450.00
1703 Deferred Outflow - Pension	47,478.35
1704 Deferred Outflow - Investment	0.00
Total Other Assets	**$712,323.35**
Total Assets	**$42,297,104.67**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	151,546.66
Total Accounts Payable	**$151,546.66**
Other Current Liabilities	
2160 Payroll Benefit Liabilities	-8,597.90
2200 Wyoming Department of Revenue Payable	$333.65
2200-1 Use Tax	5.93
Total for 2200 Wyoming Department of Revenue Payable	**$339.58**
2201 Fuel Tax Payable	-9.20
2205 Compensated Absences	39,739.00
2210 Bid Bond Payable	0.00
2215 Due to Donor	117,687.00
2400 Retainage Payable	0.00
2550 Accrued Interest	6,183.70
Out Of Scope Agency Payable	0.00
Total Other Current Liabilities	**$155,342.18**
Total Current Liabilities	**$306,888.84**
Long-term Liabilities	
2500 Hangar Note	39,878.68
2505 Building Note	99,902.62
2510 2019 Series GO Bond	3,235,000.00
2515 NP - ANB Bank - Fuel Truck	190,755.00
2600 Net Pension Liability	562,135.00
2605 Deferred Inflows - Experience	677.00
2610 Deferred Inflows - Investments	71,172.00
2615 Deferred Inflow - Proportionate Share	83,623.00
2700 Deferred Inflows - GASB87 Leases	515,121.00
2900 SBITA Liability	4,153.00
Total Long-term Liabilities	**$4,802,417.30**
Total Liabilities	**$5,109,306.14**

Laramie Regional Airport - KLAR

Balance Sheet

As of Nov 3, 2026

	Total
Equity	
Opening balance equity	0.00
Retained Earnings	37,239,489.53
Net Income	-51,691.00
Total Equity	**$37,187,798.53**
Total Liabilities and Equity	**$42,297,104.67**

Laramie Regional Airport -KLAR

Statement of Cash Flows

July 1-November 3, 2026

Account Name	Total
OPERATING ACTIVITIES	
Net Income	-51,691.00
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable (A/R)	180,646.47
2000 Accounts Payable	49,952.04
2160 Payroll Benefit Liabilities	-8,405.11
2200 Wyoming Department of Revenue Payable	178.83
2201 Fuel Tax Payable	4.86
Out Of Scope Agency Payable	0.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	**$222,377.09**
Net cash provided by operating activities	**$170,686.09**
NET CASH INCREASE FOR PERIOD	**$170,686.09**
Cash at beginning of period	**$1,248,197.32**
CASH AT END OF PERIOD	**$1,418,883.41**

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1-November 3, 2026

	Business Park	FBO	Laramie Regional Airport	Terminal	Not specified	Total
Income						
4200 Capital Grants & Contributions						
4221 ALA016A Seal Coat & Mark pavement			462,814.16			462,814.16
4225 ALA015 Apron Rehab			196,617.43			196,617.43
Total for 4200 Capital Grants & Contributions			**659,431.59**			**$659,431.59**
4210 Aviation Fuel Tax						
4211 Gasoline Tax Refund		4,310.97				4,310.97
Total for 4210 Aviation Fuel Tax		**4,310.97**				**$4,310.97**
4300 Fixed Based Operator						
4301 Jet Fuel		870,575.44				$870,575.44
4301-1 No Fuel Fee		3,500.00				3,500.00
Total for 4301 Jet Fuel		**874,075.44**				**$874,075.44**
4302 Line Services		9,732.50				9,732.50
4303 Oil Sales		480.13				480.13
4304 Aviation Gas Sales		83,104.18				83,104.18
4305 Aircraft De-Icing Service		550.00				550.00
4306 De-Ice Type I		1,001.00				1,001.00
Total for 4300 Fixed Based Operator		**968,943.25**				**$968,943.25**
4320 Concessions						
4321 Merchandise Sales		7,152.38				7,152.38
4323 Food & Drink Sales				1,088.83		1,088.83
Total for 4320 Concessions		**7,152.38**		**1,088.83**		**$8,241.21**
4500 Facility Rentals						
4501 Hangar Rent			60,738.33			60,738.33
4502 Hangar - Cold Overnight			415.00			415.00
4503 Hangar - Heated Overnight			9,564.00			9,564.00
4504 Ground Leases			53,025.45			53,025.45
4505 PARQ Building Lease	53,699.93					53,699.93
4506 Terminal Space Rent				50,304.85		50,304.85
Total for 4500 Facility Rentals	**53,699.93**		**123,742.78**	**50,304.85**		**$227,747.56**
4600 Facility Fees			5,150.00			$5,150.00
4601 Airline Revenue			12,575.17			12,575.17
4603 Charters		43,096.00				43,096.00
4604 Facility Fees			11,113.00			$11,113.00
4604-01 Mechanic on Field			300.00			300.00
Total for 4604 Facility Fees			**11,413.00**			**$11,413.00**
4605 Overnight Parking Fees			10,157.00			10,157.00
4606 Car Rental Agencies		3,155.62	1,000.00			4,155.62
Total for 4600 Facility Fees		**46,251.62**	**40,295.17**			**$86,546.79**

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1-November 3, 2026

	Business Park	FBO	Laramie Regional Airport	Terminal	Not specified	Total
4700 Nonoperating Revenue						
4212 Advertising Grant			31,850.00			31,850.00
4701 Credit Card Processing Fee		8,808.56	2,588.38			11,396.94
4702 Interest Earnings			5,080.40			5,080.40
4706 Miscellaneous Income		146.38				$146.38
4706-1 Vendor Compensation			8.82		0.00	8.82
4706-2 Late Fees			96.64			96.64
Total for 4706 Miscellaneous Income		**146.38**	**105.46**		**0.00**	**$251.84**
4707 PFC Revenue			29,436.26			29,436.26
4708 Asset Sales			15.75			15.75
4709 City Funds			62,499.99			62,499.99
4710 County Funds		50,000.00	200,000.00			250,000.00
Total for 4700 Nonoperating Revenue		**58,954.94**	**331,576.24**		**0.00**	**$390,531.18**
Services		-8,865.49				-8,865.49
Total Income	**53,699.93**	**1,076,747.67**	**1,155,045.78**	**51,393.68**	**0.00**	**$2,336,887.06**
Gross Profit	**53,699.93**	**1,076,747.67**	**1,155,045.78**	**51,393.68**	**0.00**	**$2,336,887.06**
Expenses						
6000 Capital Grants Expenditures						
6003 ALA011B Expand ARFF			55,157.48			55,157.48
6012 ALA016A Seal Coat & Mark Pavement			514,237.96			514,237.96
6014 Apron Reconstruction			450,774.81			450,774.81
Total for 6000 Capital Grants Expenditures			**1,020,170.25**			**$1,020,170.25**
7000 Personnel Costs						
7002 Salary & Wages		91,109.44	117,235.22			208,344.66
7003 Salaries & Wages - PTO		6,800.58	8,214.38			15,014.96
7004 Salaries & Wages - Overtime		4,408.98	2,928.13			7,337.11
7007 Salaries & Wages - Holidays		3,330.28	5,044.98			8,375.26
7511 Social Security		6,487.19	8,178.27			14,665.46
7512 Worker's Compensation		1,633.22	1,633.22			3,266.44
7513 Unemployment		67.48	67.47			134.95
7514 Pension		13,216.03	17,931.80			31,147.83
7515 Insurance		19,836.18	29,428.02			$49,264.20
7515-2 Vision Insurance		903.20	1,709.60			2,612.80
Total for 7515 Insurance		**20,739.38**	**31,137.62**			**$51,877.00**
7516 Medicare		1,517.16	1,912.65			3,429.81
Total for 7000 Personnel Costs		**149,309.74**	**194,283.74**			**$343,593.48**
7020 Contractual						
7021 Legal Fees			10,244.00			10,244.00
7023 Professional & Consulting		590.00	3,660.50			4,250.50
7025 Dues/Memberships		69.50	199.49			268.99
7028 Fuel Truck Rental		10,750.00				10,750.00

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1-November 3, 2026

	Business Park	FBO	Laramie Regional Airport	Terminal	Not specified	Total
7029 IT Services		5,313.71	8,122.56			13,436.27
7030 Copier		565.80	645.13			1,210.93
7032 Postage		268.37	250.71			519.08
7033 Advertising		78.78	63,783.04			63,861.82
7034 Licensing & Permits		50.00				50.00
7040 ARFF Training		108.47	1,315.00			1,423.47
7042 Registrations/Education		400.00	762.00			1,162.00
7043 Travel		107.70	2,528.48			2,636.18
7044 Vehicle License			25.00			25.00
7055 Telephone		132.59	690.30			822.89
7056 Disposal			990.00			990.00
7502 Liability Insurance		2,580.50	2,767.50			5,348.00
7503 Property Insurance	5,788.74	6,641.44	41,373.83	5,788.74		59,592.75
Total for 7020 Contractual	**5,788.74**	**27,656.86**	**137,357.54**	**5,788.74**		**$176,591.88**
7050 Utilities						
7051 Electric		737.03	5,595.42	6,624.27		12,956.72
7052 Gas		586.12	6,260.16	4,028.80		10,875.08
7053 Water/Sewer/Trash		2,068.05	1,061.07	713.49		3,842.61
7054 Internet		858.40	858.40			1,716.80
Total for 7050 Utilities		**4,249.60**	**13,775.05**	**11,366.56**		**$29,391.21**
7200 Materials & Supplies						
7202 Ammenities		1,928.15				1,928.15
7203 Aviation Gas Resale		100,917.45				100,917.45
7205 Food & Drink Resale						
7205-01 Food & Drink Secured Side				1,048.21		1,048.21
7205-02 Food & Drink Non Secured Side		25.87		1,171.02		1,196.89
Total for 7205 Food & Drink Resale		**25.87**		**2,219.23**		**$2,245.10**
7206 Fuel Farm Supplies		1.95				1.95
7208 Software Licenses		255.00	3,021.99			3,276.99
7209 Janitorial Supplies		39.32				$39.32
7209-1 Janitorial Terminal		315.38		693.61		1,008.99
7209-2 Janitorial - FBO		301.76		11.99		313.75
Total for 7209 Janitorial Supplies		**656.46**		**705.60**		**$1,362.06**
7210 Jet Fuel Resale		624,334.57				624,334.57
7213 Merchandise Resale		3,618.28	12.43		0.00	3,630.71
7214 Office Supplies		149.10	486.92			636.02
7215 Oil Resale		226.25				226.25
7217 Supplies		94.45	492.12	48.03		634.60
7218 Uniforms		575.96	647.95			1,223.91
7219 Unleaded Gas/Diesel		6,217.90	6,217.89			12,435.79
7220 Wildlife Mitigation			36.89			36.89
Total for 7200 Materials & Supplies		**739,001.39**	**10,916.19**	**2,972.86**	**0.00**	**$752,890.44**

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1-November 3, 2026

	Business Park	FBO	Laramie Regional Airport	Terminal	Not specified	Total
7230 Repair & Maintenance						
7231 Building Repairs & Landscaping			31.75			$31.75
7231-1 Terminal			25.00	5,492.16		5,517.16
7231-10 Hangar 3			46.98			46.98
7231-12 Field			125.71			125.71
7231-13 Landside			272.44			272.44
7231-2 FBO		5,236.21	741.40			5,977.61
7231-3 AirLoom	295.00					295.00
7231-4 ARFF			1,088.20			1,088.20
7231-6 Hangar 6			127.49			127.49
7231-7 Hangar 7			468.20			468.20
7231-8 Hangar 5			468.20			468.20
7231-9 Hangar 9			47.49			47.49
Total for 7231 Building Repairs & Landscaping	**295.00**	**5,236.21**	**3,442.86**	**5,492.16**		**$14,466.23**
7232 Communications Equipment & Repair		534.09	534.09			1,068.18
7234 Runway Marking & Lighting			2,113.26			2,113.26
7235 Vehicle & Equipment Repairs						
7235-1 Ford F250 - Ops 2			91.05			91.05
7235-11 Tug			129.86			129.86
7235-12 Massey			41.19			41.19
7235-17 De-Ice Truck		291.86	862.20			1,154.06
7235-18 TopHat Trailer			50.28			50.28
7235-2 Ram 1500 - Ops I			104.65			104.65
7235-20 Avgas Truck		153.60				153.60
7235-22 Toyota Courtesy Car		39.91				39.91
7235-24 Husqvarna Zero Turn			124.57			124.57
7235-29 Jet 3		83.99				83.99
7235-3 Chevy 1500 -FM1			156.83			156.83
7235-31 Jet 4		182.58	39.02			221.60
7235-32 Belt Loader			3.84			3.84
7235-33 Tools		25.90	2,448.16			2,474.06
7235-34 Potable Water Cart			74.99			74.99
7235-35 Seal Coat Equipment Repairs			948.97			948.97
7235-6 ARFF Truck #1			1,165.70			1,165.70
Total for 7235 Vehicle & Equipment Repairs		**777.84**	**6,241.31**			**$7,019.15**
Total for 7230 Repair & Maintenance	**295.00**	**6,548.14**	**12,331.52**	**5,492.16**		**$24,666.82**
7450 Fees						
7451 Av Trip Fees		192.46				192.46
7452 Bank Fees			41.35	65.37		106.72
7453 Credit Card Fees		10,427.51	905.46			11,332.97
7454 Payroll Fees		946.20	946.20			1,892.40
7456 QuickBooks Payment Fees			176.39			176.39

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1-November 3, 2026

	Business Park	FBO	Laramie Regional Airport	Terminal	Not specified	Total
7458 Interest Expense		3,460.34				3,460.34
Total for 7450 Fees		**15,026.51**	**2,069.40**	**65.37**		**$17,161.28**
8000 Nonoperating Expenses						
8010 Loan Payments		5,980.34				5,980.34
8021 SPET Expenditures						
8021-1 2018 SPET			6,315.52	11,816.84		18,132.36
Total for 8021 SPET Expenditures			**6,315.52**	**11,816.84**		**$18,132.36**
Total for 8000 Nonoperating Expenses		**5,980.34**	**6,315.52**	**11,816.84**		**$24,112.70**
Total Expenses	**6,083.74**	**947,772.58**	**1,397,219.21**	**37,502.53**	**0.00**	**$2,388,578.06**
Net Operating Income	**47,616.19**	**128,975.09**	**-242,173.43**	**13,891.15**	**0.00**	**-$51,691.00**
Net Income	**47,616.19**	**128,975.09**	**-242,173.43**	**13,891.15**	**0.00**	**-$51,691.00**

LARAMIE REGIONAL AIRPORT
RECONCILIATION REPORT

Month: October 2026

Account Balances as of Reconciliation:

ANB Savings: $102,228.11

ANB Operating: $269,409.22

ANB Debit Terrell: $1,147.76

ANB Debit Wick: $1,306.11

ANB Debit Jenkins: $1,151.42

ANB Debit Kelley: $396.15

ANB PFC: $22,761.59

ANB ACH: $0

WY Bank & Trust Escrow: $0 Closed

WY Bank & Trust Debt Service: $0 Closed

WY Class – Contingency Fund: $21,310.11

WY Class – Match Money: $341,866.72

WY Class – Damage Deposits: $5,426.70

ALBANY COUNTY SPET Cash Acct 2018: $712,256.94

Submitted by:

_____ 11/3/2026

Tamie Wick, Accounting Manager Date

Approved by:

_____ 11/3/2026

Amy Terrell Date

Laramie Regional Airport -KLAR

1110-1 ANB - Operating 3189, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	271,219.33
Checks and payments cleared (78)	-570,641.31
Deposits and other credits cleared (43)	568,831.20
Statement ending balance	269,409.22
Uncleared transactions as of 10/30/2026	-8,122.78
Register balance as of 10/30/2026	263,286.44
Cleared transactions after 10/30/2026	-2,000.00
Uncleared transactions after 10/30/2026	0.00
Register balance as of 11/02/2026	261,286.44

Details

Checks and payments cleared (78)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/09/2026	Bill Payment		AVFuel Corporation	-24,028.02
09/10/2026	Bill Payment	11897	Voltech Electric, Inc	-1,966.30
09/14/2026	Bill Payment	11902	Voltech Electric, Inc	-362.40
09/18/2026	Bill Payment	11905	Southeastern Wyoming Garage Door	-80.00
09/18/2026	Bill Payment	11907	Creed Inspection	-862.20
09/21/2026	Bill Payment	11908	Casper Natrona County Airport	-425.00
09/28/2026	Bill Payment	11921	Terminix of Wyoming	-90.00
09/28/2026	Bill Payment	11923	O'Reilly Automotive Stores, Inc.	-332.67
09/28/2026	Bill Payment	11922	City of Laramie - Water Fund	-687.84
09/28/2026	Bill Payment	11924	Honeywagon Sanitation Pumping	-650.00
09/28/2026	Bill Payment	11925	Ardurra Group	-43,721.62
09/28/2026	Bill Payment	11918	NAPA Auto Parts of Laramie	-362.98
09/28/2026	Bill Payment	11919	Dooley Oil, Inc.	-2,338.81
09/28/2026	Bill Payment	11920	Ace Hardware	-40.55
09/29/2026	Bill Payment	11929	Rowan Shea	-80.00
09/29/2026	Bill Payment	11931	Gabriel Wagner	-80.00
09/29/2026	Bill Payment	11932	William Moran	-80.00
09/29/2026	Bill Payment	11933	Michael "Drew" Flynn	-80.00
09/29/2026	Bill Payment	11927	Emily Clinton	-80.00
09/29/2026	Bill Payment	11930	Cody Segal	-80.00
09/30/2026	Bill Payment	11935	Tamie Wick	-29.00
09/30/2026	Bill Payment	ACH	AVFuel Corporation	-39,665.44
09/30/2026	Bill Payment	11941	O'Reilly Automotive Stores, Inc.	-39.91
09/30/2026	Bill Payment	11938	Jeannie Jenkins	-69.00
09/30/2026	Bill Payment	11939	WYDOT - Fuel Tax Administration	-50.00
09/30/2026	Expense	02929737	Bamboo HR	-314.00
10/01/2026	Sales Tax Payment			-443.65
10/05/2026	Bill Payment	11943	Visionary Communications	-343.36
10/05/2026	Expense		QuickBooks Payments	-9.24
10/05/2026	Bill Payment	11947	William Moran	-40.00
10/05/2026	Bill Payment	11946	Airport Lighting Company	-194.70
10/05/2026	Bill Payment	11945	SSG	-462.60
10/05/2026	Bill Payment	11944	Absolute Solutions	-110.00
10/05/2026	Bill Payment	11942	ICC	-3,262.77
10/06/2026	Expense	10001535427911	Intuit	-340.00
10/06/2026	Bill Payment	11948	Pence and MacMillan	-5,844.00
10/06/2026	Bill Payment	ACH	AVFuel Corporation	-39,199.61
10/06/2026	Bill Payment	ACH	Rocky Mountain Power	-4,539.55
10/07/2026	Bill Payment		SSG	-33,057.42
10/12/2026	Transfer			-1,000.00
10/13/2026	Bill Payment	11951	O'Reilly Automotive Stores, Inc.	-76.66
10/13/2026	Bill Payment	ACH	Wyoming Retirement System	-9,309.26
10/13/2026	Bill Payment	11949	PEAC Solutions	-95.00
10/13/2026	Bill Payment	ACH	AVFuel Corporation	-42,200.05
10/14/2026	Bill Payment	11953	O'Reilly Automotive Stores, Inc.	-109.01
10/14/2026	Bill Payment	11952	XESI	-229.08
10/14/2026	Bill Payment	11955	Ace Hardware	-49.40
10/14/2026	Bill Payment	11954	HomeBase	-9.58
10/16/2026	Transfer			-1,000.00
10/16/2026	Bill Payment	ACH	AVFuel Corporation	-53,241.31
10/19/2026	Bill Payment	11956	Ardurra Group	-109,921.58
10/19/2026	Bill Payment	ACH	VSP of Wyoming	-313.94
10/19/2026	Bill Payment	11960	APG West Payment Processing	-22.69
10/19/2026	Bill Payment	11959	Honeywagon Sanitation Pumping	-150.00
10/19/2026	Bill Payment	11958	Player-Coach HR, LLC	-494.00
10/19/2026	Bill Payment	11957	MASA	-133.00
10/20/2026	Bill Payment	11964	Ace Hardware	-7.98
10/20/2026	Bill Payment	11965	WYDOT - Fuel Tax Administration	-3.42
10/20/2026	Bill Payment	11963	Dooley Oil, Inc.	-5,776.67
10/20/2026	Bill Payment	11967	HomeBase	-26.97
10/20/2026	Bill Payment	11966	O'Reilly Automotive Stores, Inc.	-27.99

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/21/2026	Bill Payment	11968	Eagle & Myslik Inc	-892.92
10/21/2026	Expense		Intuit	-38.00
10/21/2026	Bill Payment		SSG	-30,625.63
10/23/2026	Expense		ANB Bank	-2,360.17
10/26/2026	Bill Payment	ACH	Blue Cross Blue Shield of Wyoming	-13,731.20
10/27/2026	Bill Payment	ACH	AVFuel Corporation	-42,897.36
10/27/2026	Expense	10012026	Parlevel Systems	-80.00
10/28/2026	Bill Payment	ACH	Black Hills Energy	-556.20
10/28/2026	Bill Payment	ACH	Black Hills Energy	-1,007.20
10/28/2026	Bill Payment	ACH	Black Hills Energy	-131.38
10/28/2026	Bill Payment	ACH	Black Hills Energy	-60.60
10/28/2026	Bill Payment	ACH	AVFuel Corporation	-46,657.03
10/28/2026	Bill Payment	ACH	Black Hills Energy	-198.59
10/28/2026	Bill Payment	ACH	Black Hills Energy	-312.70
10/28/2026	Bill Payment	ACH	Black Hills Energy	-452.10
11/01/2026	Transfer			-1,000.00
11/01/2026	Transfer			-1,000.00
Total				-570,641.31

Deposits and other credits cleared (43)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/10/2026	Sales Receipt	AVF Batch 3179	AVFUEL	24,028.02
10/01/2026	Deposit		TSA-GSA	3,731.72
10/01/2026	Deposit		Cash Sale	76.96
10/01/2026	Receive Payment		AVFUEL	15,210.94
10/05/2026	Deposit		Laramie Flying Club, Inc.	550.28
10/05/2026	Deposit			309.09
10/05/2026	Deposit			20,775.00
10/05/2026	Receive Payment	1783	Jim & Vicki Hollis	262.20
10/05/2026	Deposit		Laramie Investment Co., Inc.	63.90
10/06/2026	Deposit		AVFUEL	44,102.44
10/07/2026	Receive Payment	699213	SkyWest	4,288.09
10/08/2026	Receive Payment		AVFUEL	6,744.42
10/09/2026	Receive Payment		AVFUEL	5,597.41
10/09/2026	Receive Payment	202610087771709	WYDOT	39,449.50
10/09/2026	Deposit			16,569.37
10/11/2026	Receive Payment	1003	Lazy A Land Co	318.75
10/11/2026	Deposit			24,075.83
10/12/2026	Sales Receipt	Seedlive101026	LeTechnol	58.31
10/13/2026	Receive Payment		AVFUEL	40,667.16
10/13/2026	Receive Payment		AVFUEL	7,218.81
10/14/2026	Deposit		Wyoming Beverages	37.13
10/14/2026	Transfer			13,136.55
10/14/2026	Receive Payment	202610137777727	WYDOT	107,173.54
10/15/2026	Receive Payment		AVFUEL	4,732.48
10/19/2026	Deposit		LeTechnol	79.94
10/19/2026	Receive Payment		AVFUEL	8,368.92
10/19/2026	Deposit			1,606.76
10/20/2026	Receive Payment		AVFUEL	6,761.32
10/20/2026	Receive Payment		AVFUEL	54,117.69
10/20/2026	Transfer			11,338.23
10/21/2026	Receive Payment	701195	SkyWest	7,159.15
10/23/2026	Receive Payment		AVFUEL	8,739.02
10/26/2026	Deposit			2,392.31
10/26/2026	Deposit			32,464.76
10/27/2026	Sales Receipt	Seedlive102726	LeTechnol	29.16
10/27/2026	Receive Payment		AVFUEL	9,375.11
10/28/2026	Receive Payment		AVFUEL	26,157.46
10/29/2026	Receive Payment		AVFUEL	3,142.93
10/30/2026	Deposit			58.42
10/30/2026	Deposit		Cash Sale	149.11
10/30/2026	Deposit		Northeast Planes Aviation	450.00
10/30/2026	Receive Payment	9857	AirDoc Inc.	10,354.21
10/30/2026	Receive Payment		AVFUEL	6,908.80
Total				568,831.20

Additional Information

Uncleared checks and payments as of 10/30/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/04/2026	Refund	11600	Bob Shine	-13.78
09/07/2026	Expense		Parlevel Systems	-80.00
09/29/2026	Bill Payment	11928	Philip Kelley	-80.00
09/29/2026	Bill Payment	11934	Chip Cirillo	-80.00
09/30/2026	Bill Payment	11937	The Feed Store	-13.20
09/30/2026	Bill Payment	11940	Amy Terrell	-29.00
10/13/2026	Bill Payment	11950	Voltech Electric, Inc	-340.00
10/14/2026	Bill Payment	ACH	Wyoming Workers Compensation	-3,401.39
10/28/2026	Bill Payment	11969	Electrical Solutions LLC	-225.00
10/28/2026	Bill Payment	11971	O'Reilly Automotive Stores, Inc.	-94.99
10/28/2026	Bill Payment	11970	City of Laramie - Water Fund	-698.43

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/28/2026	Bill Payment	11972	APG West Payment Processing	-22.69
10/29/2026	Bill Payment	11974	Airport Lighting Company	-744.30
10/29/2026	Bill Payment	11973	Venture Services LLC	-2,300.00
Total				-8,122.78

Laramie Regional Airport -KLAR

1110-5 ANB - Terrell 3227, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	1,545.32
Checks and payments cleared (4)	-479.20
Deposits and other credits cleared (1)	81.64
Statement ending balance	1,147.76
Register balance as of 10/30/2026	1,147.76

Details

Checks and payments cleared (4)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/06/2026	Expense	01543	Walmart	-78.78
10/16/2026	Expense		Maria's Mexican Grill	-80.42
10/26/2026	Expense	EP6PJV7Y-0015	CHATGPT	-20.00
10/30/2026	Expense		Snowy Range Equipment, LLC	-300.00
Total				-479.20

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/30/2026	Deposit		Snowy Range Equipment, LLC	81.64
Total				81.64

Laramie Regional Airport -KLAR

1110-4 ANB- Wick 3213, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	2,559.12
Checks and payments cleared (11)	-2,286.01
Deposits and other credits cleared (4)	1,033.00
Statement ending balance	1,306.11
Register balance as of 10/30/2026	306.11
Cleared transactions after 10/30/2026	1,000.00
Uncleared transactions after 10/30/2026	0.00
Register balance as of 11/02/2026	1,306.11

Details

Checks and payments cleared (11)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/30/2026	Expense	SS113389	Sherwin Industries	-548.83
10/05/2026	Expense		8 x 8	-173.70
10/05/2026	Expense	22030822	The UPS Store	-30.90
10/09/2026	Expense	10877	BestMed	-90.00
10/12/2026	Expense	1069892539	Western Heritage Hotel	-240.00
10/12/2026	Expense	1061133930	Western Heritage Hotel	-249.00
10/12/2026	Expense	1069892739	Western Heritage Hotel	-240.00
10/19/2026	Expense	ACFINV9522219	Health Equity	-225.00
10/23/2026	Expense	28709	The UPS Store	-24.70
10/23/2026	Expense	973	USPS	-10.20
10/26/2026	Expense	X102157672:01	Floyd's Truck	-453.68
Total				-2,286.01

Deposits and other credits cleared (4)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/14/2026	Deposit		Western Heritage Hotel	11.00
10/14/2026	Deposit		Western Heritage Hotel	11.00
10/14/2026	Deposit		Western Heritage Hotel	11.00
11/01/2026	Transfer			1,000.00
Total				1,033.00

Laramie Regional Airport -KLAR

1110-7 ANB-Jenkins 3215, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	103.87
Checks and payments cleared (18)	-1,952.45
Deposits and other credits cleared (3)	3,000.00
Statement ending balance	1,151.42
Uncleared transactions as of 10/30/2026	-125.00
Register balance as of 10/30/2026	26.42
Cleared transactions after 10/30/2026	1,000.00
Uncleared transactions after 10/30/2026	0.00
Register balance as of 11/02/2026	1,026.42

Details

Checks and payments cleared (18)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2026	Expense	1790806226998	Murdoch's	-46.94
10/13/2026	Expense	3288267	Amazon	-11.77
10/13/2026	Expense	0807409	Amazon	-132.98
10/13/2026	Expense	1781814	Amazon	-131.90
10/14/2026	Expense		Laramie County Community College	-357.00
10/15/2026	Expense	4475465	Amazon	-16.87
10/15/2026	Expense	3753855	Amazon	-109.44
10/15/2026	Expense	17760557	Walmart	-144.78
10/20/2026	Expense	VP_4WJC3MPZ	Vista Print	-22.24
10/20/2026	Expense	R672816403	Sticker Mule	-249.50
10/21/2026	Expense	4863404	Amazon	-291.86
10/21/2026	Expense	91036410	Walmart	-79.40
10/21/2026	Expense	6411427	Amazon	-59.95
10/23/2026	Expense	6411427	Amazon	-25.87
10/23/2026	Expense		Vista Print	-22.24
10/28/2026	Expense	102826	Pizza Hut	-157.51
10/30/2026	Expense	BTKMG060108080	T Mobile	-32.25
10/30/2026	Expense	169400	Amazon	-59.95
Total				-1,952.45

Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/12/2026	Transfer			1,000.00
10/16/2026	Transfer			1,000.00
11/01/2026	Transfer			1,000.00
Total				3,000.00

Additional Information

Uncleared checks and payments as of 10/30/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/30/2026	Expense	RC-151	Range Leather Company	-125.00
Total				-125.00

Laramie Regional Airport -KLAR

1110-6 ANB-Kelley 3221, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	409.35
Checks and payments cleared (1)	-13.20
Deposits and other credits cleared (0)	0.00
Statement ending balance	396.15
Register balance as of 10/30/2026	396.15

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2026	Expense		The Feed Store	-13.20
Total				-13.20

Laramie Regional Airport -KLAR

1110-2 ANB - PFC 3193, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	22,759.72
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (1)	1.87
Statement ending balance	22,761.59
Register balance as of 10/30/2026	22,761.59

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/30/2026	Deposit			1.87
Total				1.87

Laramie Regional Airport -KLAR

1110-8 ANB - ACH 4121, Period Ending 10/30/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	0.00
Checks and payments cleared (1)	-11,338.23
Deposits and other credits cleared (2)	11,338.23
Statement ending balance	0.00
Register balance as of 10/30/2026	0.00

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/20/2026	Transfer			-11,338.23
Total				-11,338.23

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/05/2026	Receive Payment		Osea Nelson	410.96
10/13/2026	Receive Payment		AirLoom Energy	10,927.27
Total				11,338.23

Laramie Regional Airport -KLAR

1115 Cash held by Albany County, Period Ending 10/31/2026

RECONCILIATION REPORT

Reconciled on: 11/02/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	725,393.49
Checks and payments cleared (1)	-13,136.55
Deposits and other credits cleared (0)	0.00
Statement ending balance	712,256.94
Register balance as of 10/31/2026	712,256.94

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/14/2026	Transfer			-13,136.55
Total				-13,136.55

Laramie Regional Airport -KLAR

1112-1 1112-1 WY CLASS-Contingency Funds, Period Ending 10/31/2026

RECONCILIATION REPORT

Reconciled on: 11/03/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	21,239.88
Interest earned	70.23
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	21,310.11
Register balance as of 10/31/2026	21,310.11

Laramie Regional Airport -KLAR

1112-2 1112-2 WY CLASS Match Money, Period Ending 10/31/2026

RECONCILIATION REPORT

Reconciled on: 11/03/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	340,740.23
Interest earned	1,126.49
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	341,866.72
Register balance as of 10/31/2026	341,866.72

Laramie Regional Airport -KLAR

1112-3 1112-3 WY CLASS -Damage Deposits, Period Ending 10/31/2026

RECONCILIATION REPORT

Reconciled on: 11/03/2026

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary	**USD**
Statement beginning balance	5,408.80
Interest earned	17.90
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	5,426.70
Register balance as of 10/31/2026	5,426.70

Adoption of Section 125 Plan and Resolution

Adoption Agreement (2027)

For Laramie Regional Airport Joint Powers Board

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: Laramie Regional Airport Joint Powers Board**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **January 1, 2027.**
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective **January 1, 2025.**
4. **Plan Year:** The Amended Plan year shall begin on **January 1, 2027,** and end on **December 31, 2027.** Future plan years will be based on the same twelve-month period beginning each **January 1** and ending each **December 31.**
5. **Plan number: 520**
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
   a. (X) State of Wyoming
   b. ( ) Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
   - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
   - **Group-Term Life Insurance up to $50,000.** The $50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides $20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to $30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
   - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
   - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by_____
Laramie Regional Airport Joint Powers Board

AFFILIATES:

Laramie Regional Airport _____

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Certificate of Resolution (2027)

2026-01

For Laramie Regional Airport Joint Powers Board

Section 125 Premium Only Plan

Plan Year Ending December 31, 2027

The undersigned Secretary or Principal of Laramie Regional Airport Joint Powers Board (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on January 1, 2027, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective January 1, 2027, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

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Master Service Agreement with Team Logic IT

TeamLogicIT®
Your Technology Advisor

MASTER SERVICE AGREEMENT ("MSA")
("MSA Cover Page")

"Customer" "you" "your":	Laramie Regional Airport
"Customer's Notice Address":	555 N General Brees Rd Laramie, WY 82070
"Customer's Authorized Personnel":	Laramie Regional Airport Board
"MSP" "we" "us" "our":	Vaughan Innovations, LLC DBA TeamLogic IT 60618
"MSP's Notice Address":	6875 Sherman St Loveland, CO 80538
"MSP's Authorized Personnel"	Kelli Vaughan
"Governing State" and **"Venue"**:	Governing State – Colorado Venue – Larimer
"Business Hours"	7am to 6pm M-F. Business Hours do not include Holidays.
Recitals	MSP is in the business of providing Services. Customer desires that MSP provide Services to Customer in accordance with and subject to the terms and conditions of this Agreement.
"MSA Schedules":	Schedule A – General Terms and Conditions to MSA (**"General Terms"**) Exhibit – SOW – Managed Services Exhibit – AI and Agentic Functionality Authorization [IF APPLICABLE]
"Policies":	NA

This Agreement (defined in the General Terms) is entered into between the MSP and Customer. MSP and Customer may be referred to in this Agreement individually as a **"Party"** and collectively as the **"Parties"**. The Parties acknowledge and agree that they have read and understand this Agreement and agree to be bound to its terms. This Agreement is effective between the Parties as of the date of last signature (the "**Effective Date**").

MSP: Vaughan Innovations, LLC doing business as TeamLogic IT of 60618.	CUSTOMER: Laramie Regional Airport
Signature	Signature
Type/Print Name	Type/Print Name
Title	Title
Date	Date

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SCHEDULE A
GENERAL TERMS AND CONDITIONS TO MASTER SERVICE AGREEMENT

1. **Key Definitions** – Each definition used in this Agreement (defined below) will apply to both the singular and plural forms of such term. Any capitalized terms used in this Agreement that are not defined in this section will have the meaning set forth for such term in other parts of the Agreement. Any capitalized terms used in a Service Agreement that are not used elsewhere will only be applicable to that Service Agreement. If a capitalized term is not defined in the Agreement, it will hold its ordinary English language meaning in the context in which it is used. Capitalized terms that are stated in ALL CAPS will have the same meaning as when only the first letter of each word in the term is capitalized.

   1.1. **"Agreement"**: collectively, the MSA Cover Page, these General Terms, all Additional Terms, all MSA Schedules, all Service Agreements, and all Policies.

   1.2. **"Services"**: all services provided by us to you under this Agreement pursuant to a Service Agreement including, without limitation, any Third-Party Services that we facilitate for you or that we sell or re-sell to you as mutually agreed upon in writing.

   1.3. **"Customer Environment"**: the Customer's entire computing environment in whatever shape or form that the MSP interacts with and/or relies on in the provision of Services to Customer. Customer Environment also includes all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Customer Environment (collectively, **"Devices"**), regardless of whether such Devices are owned, leased or otherwise controlled by you. All Third-Party Products, Third-Party Software, and Devices in the Customer Environment that MSP expressly provides Services for in a Service Agreement may be referred to as **"Equipment"**.

   1.4. **"Effective Date"**: For the Agreement, the effective date identified on the MSA Cover Page of the Agreement. For a SOW, the effective date identified on each SOW applicable only to such SOW. For a Service Case, the date of mutual acceptance as set forth in MSP's systems. For Policies, the effective date listed on each such Policy applicable only to such Policy.

   1.5. **"AI System"**: software or functionality using artificial intelligence, machine learning, generative models, or similar techniques to generate content, recommendations, predictions, classifications, code, configurations, or actions, including AI-enabled features, assistants, agents, and automations.

   1.6. **"AI Input"**: a prompt, instruction, data, content, configuration, or other material submitted to an AI System.

   1.7. **"AI Output"**: content, code, recommendation, prediction, classification, configuration, communication, or action generated or materially influenced by an AI System.

   1.8. **"Customer AI"**: an AI System selected, provided, directed, or controlled by Customer or Customer personnel.

   1.9. **"MSP AI"**: an AI System selected and controlled by MSP for use in performing the Services.

   1.10. **"Unauthorized AI Activity"**: use of an AI System in or affecting the Customer Environment without approval required by Customer policy or this Agreement, including employee-installed tools, browser extensions, plugins, connectors, agents, or automations.

   1.11. **"Agentic Functionality"**: AI functionality that can use tools, credentials, integrations, or APIs to autonomously or semi-autonomously perform tasks or take actions.

   1.12. **"Restricted AI Use"**: use of an AI System (i) to make, or to materially inform without qualified human review, a decision concerning employment, credit or lending, housing, insurance, healthcare or clinical care, education, legal rights, public benefits, or eligibility for a service; (ii) in safety-critical, industrial-control, life-support, or emergency-response operations; (iii) for biometric identification, emotion inference, or surveillance of individuals; (iv) to process protected health information, payment card data, criminal-justice information, export-controlled data, children's data, or other regulated data; or (v) for any purpose prohibited by applicable law or by an applicable Third-Party Agreement.

2. **Scope; Services**.

   2.1. **Scope; Services**. We agree to provide you with Services in accordance with and subject to this Agreement. Services will be provided to you under this Agreement through: (i) one or more statements of work setting forth the specific services to be provided by us to you (each, a **"SOW"**); (ii) one or more service cases generated in our systems (each, a

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"**Service Case**"); and/or (iii) through additional MSA Schedules related to us performing services for you (SOWs, Service Cases, and services MSA Schedules may collectively be referred to as the "**Service Agreements**"). All hardware, software licenses, peripherals, or accessories purchased through or provided by MSP (**"Third-Party Products"**), either in support of the Services or independent from the Services, will be provided in the applicable Service Case and/or as part of the applicable Service Agreement(s). Further, these General Terms govern each Service Agreement issued and/or entered into hereunder. Each Service Agreement may contain additional and/or revised terms and conditions applicable to that specific agreement, and the Parties agree to abide by such additional and/or revised terms and conditions (**"Additional Terms"**). Each Service Case shall become effective between the Parties upon Customer approving such Service Case in accordance with the method required by MSP, and each SOW shall become effective between the Parties only upon execution by MSP's Authorized Personnel and Customer's Authorized Personnel (collectively, **"Authorized Contacts"**). In the event of any conflict between Additional Terms contained in a Service Agreement and these General Terms, the conflicting provisions of the Service Agreement shall control and govern. MSP may use MSP AI to perform the Services, subject to the obligations otherwise applicable to the Services. A Service Case, ticket, email, or routine instruction may authorize only a discrete operational task within existing scope and may not amend this Agreement, expand recurring scope, disclose regulated data, disable a security control, or authorize Agentic Functionality. Agentic Functionality requires a separately signed SOW or AI Authorization that identifies the approved use case, systems, data, permissions, approval gates, prohibited actions, monitoring, logging, rollback, shutdown procedures, and applicable fees.

2.2. **Third Party Services**. Customer acknowledges and agrees that providing the Services may require services that are to be performed, in whole or in part, by companies and individuals other than us (**"Third-Party Providers"**) including, without limitation, services performed by your staff; independent contractors; internet service providers; data processing and hosting services; help desk services; malware detection services; domain registration services; data backup/recovery services; voice/VOIP service providers; cloud service providers; and cybersecurity service providers (collectively, **"Third-Party Services"**). Additionally, various software may be procured for use in performing the Services from Third-Party Providers (**"Third-Party Software"**). Not all Third-Party Services or Third-Party Software will be expressly identified as being provided by a Third-Party Provider, and at all times we reserve the right to utilize the services of any Third-Party Provider or to change Third Party Providers in our sole discretion as long as the change does not materially diminish the Services. We will use commercially reasonable efforts to list Third-Party Providers on the Schedule of Third-Party Providers and attach as an Attachment to this Agreement. However, due to the dynamic nature of providing Services, not all Third-Party Providers may be listed. Any such failure to list a Third-Party Provider does not change their designation as a Third-Party Provider. Third-Party Providers may include providers of generative AI, machine-learning, automation, monitoring, coding, security, analytics, and agentic technologies.

2.3. **Terms for Third-Party Services**. Customer acknowledges and agrees that Third-Party Services and Third-Party Software are provided by Third-Party Providers and not by MSP. While MSP may facilitate Third-Party Providers to provide Third-Party Services and Third-Party Software as part of our Services to you, we do not have any ownership or control over such Third-Party Providers, Third-Party Services, Third-Party Software. All Third-Party Services and Third-Party Software are governed by separate terms and conditions and/or end-user license agreements (collectively, **"Third-Party Agreements"**). Portions of the Services may require you to affirmatively accept Third-Party Agreements of one or more Third-Party Providers. If a Third-Party Agreement is listed in an Attachment or within a Service Agreement, accepting the Attachment and/or Service Agreement constitutes your irrevocable acceptance of the listed Third-Party Agreements. If acceptance of a Third-Party Agreement is required to provide Services, Customer authorizes MSP to accept the identified Third-Party Agreement on Customer's behalf and Customer hereby grants MSP an irrevocable power of attorney and affirmative consent to accept the Third-Party Agreement on Customer's behalf. YOU AGREE TO BE BOUND BY THE TERMS OF SUCH THIRD-PARTY AGREEMENTS, RELEASE US FROM ANY AND ALL LIABILITY FROM SUCH THIRD-PARTY AGREEMENTS, AND SEEK ENFORCEMENT OF THEIR TERMS SOLELY WITH THE APPLICABLE THIRD-PARTY PROVIDER. If, while providing the Services, we are required to comply with a Third-Party Agreement and the Third-Party Agreement is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the Third-Party Agreement. Customer is responsible for reviewing and complying with Third-Party Agreements, including terms governing AI Inputs and AI Outputs, training, retention, model improvement, data location, usage limits, suspension, discontinuation, and acceptable use. MSP does not control those matters and is not responsible for a provider change or failure except to the extent directly caused by MSP's breach of an express obligation to configure or administer the applicable offering.

2.4. **Third-Party Products**. Third-Party Products purchased from MSP are generally nonrefundable once the Third-Party Product is received from a Third-Party Provider. If you desire to request a refund for any Third-Party Products, the Third-Party Provider's policies apply. We do not guarantee that Third-Party Products will be returnable, exchangeable, or

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that you will not have to pay re-stocking fees. You will be responsible for the payment of all re-stocking or return-related fees charged by the third-party provider or reseller. We will use commercially reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality, or operability of any Third-Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime, or usefulness of any Third-Party Products. AS BETWEEN YOU AND MSP, ALL THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AI-related Third-Party Products and Services may be noncancelable, nonrefundable, usage-limited, or subject to provider changes. Customer will pay token, API, compute, storage, seat, overage, and other usage charges incurred through Customer accounts or authorized workflows.

2.5. **Business Hours**. Unless agreed to otherwise in a Service Agreement, we will provide Services during Business Hours, regardless of whether we are performing Services at your location(s) or at our location. Any Services required outside of Business Hours may be subject to additional fees.

2.6. **Response Times**. We will make commercially reasonable efforts to meet response times set forth in an applicable Service Agreement. In no event will we be responsible for delays in our response or our provision of Services during (i) Scheduled Downtime, (ii) periods of delay caused by Customer-Side Downtime (defined below), Vendor-Side Downtime (defined below), (iii) those periods of time covered under the Transition Exception (defined below), or (iv) periods in which we are required to suspend the Services to protect the security or integrity of the Customer Environment or our equipment or network, or (v) delays caused by Force Majeure. A response time is a target for acknowledgment and commencement of triage, not resolution, restoration, containment, recovery, or a guaranteed outcome. Response targets do not apply to delays caused by the Customer Environment, Customer AI, Unauthorized AI Activity, or provider or model changes outside MSP's control. Any service credit expressly stated in a Service Agreement is Customer's exclusive remedy for a missed response target.

2.6.1. **Scheduled Downtime**. For the purposes of this Agreement, **"Scheduled Downtime"** means those hours during which we may perform scheduled maintenance or adjustments to the Environment. We will use commercially reasonable efforts to provide you with at least five (5) days prior notice of any Scheduled Downtime.

2.6.2. **Customer-Side Downtime**. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (**"Customer-Side Downtime"**). Customer-Side Downtime includes, but is not limited to, any period of time during which we require your participation, or we require information, directions, or authorization from you but cannot reach your Authorized Contacts. Customer-Side Downtime includes delay, degradation, or remediation arising from Customer AI or Unauthorized AI Activity, including unapproved tools or integrations, prompt injection, excessive permissions, or automated actions initiated through Customer-controlled accounts or workflows.

2.6.3. **Vendor-Side Downtime**. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Third-Party Providers or "upstream" service or product vendors. Vendor-Side Downtime includes an outage, suspension, output error, model change, security event, or discontinuation affecting an AI, cloud, or other upstream provider, except to the extent directly caused by MSP's breach of an express obligation to configure or administer the applicable offering.

2.6.4. **Transition Exception**. You acknowledge and agree that for the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which we are performing off-boarding-related services (*e.g.*, assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments provided to you will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the **"Transition Exception"**).

2.7. **Change Procedure**. If Customer wishes to implement changes in any Services during the term of an applicable Service Case or Service Agreement, Customer must request such changes in writing and deliver the request to MSP. For requested changes to a Service Case, if MSP accepts the changes, then a new Service Case will be generated and, upon Customer's approval of the updated Service Case, will replace the prior Service Case. If Customer requests changes to a SOW, MSP shall review such requested changes and, if MSP is willing to undertake such changes, MSP then will issue an amendment to the applicable SOW covering the requested changes. No changes in any SOW will be effective until such amendment is executed by authorized representatives of both parties hereto. Customer understands and agrees that additional fees and costs may apply to any requested changes to Services. A material change to the Customer

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Environment must follow this Change Procedure. Customer-caused changes or undisclosed Customer Environment changes and Customer AI may require repricing, schedule relief, exclusion, suspension, or a new Service Agreement.

2.8. **Modifications**. MSP reserves the right to modify or replace any Equipment in its network or in equipment used to deliver any Service over its network, provided that such modifications or replacements do not have a material effect on the MSP's obligations under this Agreement and its provision of the Services. If such changes will have a material effect, the MSP shall notify the Customer, and the parties shall follow the Change Procedure outlined in this Agreement. MSP may change its delivery methods, tools, personnel, subcontractors, or MSP AI if the change does not materially reduce the contracted Services, and may immediately replace or suspend a tool or integration for security, legal, vendor, or safety reasons.

3. Term and Termination

3.1. **Term**. This Agreement begins on the Effective Date and continues in effect for twelve (12) months after the termination or expiration of the last Service Agreement remaining in effect. Service Agreements are added to this Agreement on the effective date of the respective Service Agreement. Each Service Agreement will have its own term and will be terminated only as provided in this Agreement unless otherwise expressly stated in the Service Agreement. The termination of Services under one Service Agreement shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties. **Service Agreements may provide for auto-renewal; please review each applicable Service Agreement carefully.**

3.2. **Termination Without Cause**. Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, Services are in progress. In addition, no party will terminate a Service or applicable Service Agreement without cause prior to the Service's or Service Agreement's natural (*i.e.*, contracted) expiration date. If you terminate the Services without cause and without MSP's consent prior to the Services' contracted expiration date, then you will be responsible for paying the termination fee described in the **"Termination for Cause"** section, below.

3.3. **Termination For Cause**. In the event that one party (a **"Defaulting Party"**) commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a **"For Cause"** termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Customer) following receipt of written notice of breach from the non-Defaulting Party. If MSP terminates the Services, this Agreement, or any Service Agreement For Cause, or if you terminate any Services or a Service Agreement without cause prior to the Services' contracted expiration date, then MSP shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to MSP had the Services, this Agreement, or Service Agreement (as applicable) remained in full effect, calculated using the fees and costs in effect as of the date of termination (**"Termination Fee"**). If you terminate Services, this Agreement, or a Service Agreement For Cause, then you will be responsible for paying only for those Services that were delivered properly and accepted by you up to the effective date of termination. No breach by any Third-Party Provider can give rise to a For Cause termination under this Agreement including any Service Agreement. MSP may suspend affected Services immediately, without a cure period, when Customer conduct, Customer AI, Unauthorized AI Activity, an unsafe instruction, a compromised credential or integration, unlawful use, or excessive automated activity presents a material threat to systems, data, providers, other customers, or personnel. Suspension is not a waiver of other rights, and noncancelable third-party charges and reserved capacity continue during suspension.

3.4. **Customer Activity As A Basis for Termination**. In the event that you or any of your staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in addition to MSP's other rights under this Agreement, MSP will have the right upon providing you with ten (10) days prior written notice, to terminate the Services, this Agreement, or the applicable Service Agreement For Cause. Unacceptable activity includes circumvention of access, security, or approval controls; misuse of an AI System; concealment of Unauthorized AI Activity; or refusal to implement reasonable risk-mitigation measures.

3.5. **Termination of the Agreement for Convenience**. If there are no active Service Agreements or if the Parties otherwise mutually agree, then this Agreement may be terminated for convenience by the Parties.

3.6. **Nonpayment.** Any fees and expense reimbursements (**"Compensation"**) due under this Agreement that remain unpaid for more than ten (10) days after the date on the applicable invoice will be subject to interest on the unpaid Compensation until and including the date payment is received at the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of Compensation is not timely received by us until such time that all outstanding fees and expense

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reimbursements are paid (**"Suspension Dates"**). MSP will not have any obligation to perform any Services during the Suspension Dates. Monthly or recurring Compensation (if applicable) shall continue to accrue during any Suspension Dates where the suspension is due to nonpayment. Notwithstanding the foregoing, if you reasonably dispute fees with us within thirty (30) days of receipt of an invoice, **the parties agree to use good faith efforts to resolve the disputed invoice and Services will not be suspended so long as Customer is otherwise current on all invoices and no more than two (2) invoices are in dispute at any given time.** MSP may also suspend Services immediately when required by a Third-Party Provider. Customer remains responsible during suspension for reserved capacity, licenses, subscriptions, usage, and other noncancelable charges, plus reasonable reconnection costs.

3.7. **Return of Equipment**. Upon the termination of a Service Agreement, you will be required to return all Equipment that was provided to you under that SOW. If any of the Equipment is missing or if any of those items is broken or damaged (normal wear and tear excepted), we will have the right to invoice you for, and you hereby agree to promptly pay, the full replacement value of any and all missing or damaged items. Certain Services may require the installation of software agents in the Customer Environment (**"Software Agents"**). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so in writing.

3.8. **Transition; Deletion of Data**. In the event that you request our assistance to transition Services to another provider, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to MSP providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance with up-front amounts to be paid to us as we may require in accordance with a new Service Agreement. It is understood and agreed that the retrieval and provision of passwords, the retrieval and provision of Customer data, log files, administrative server information, or conversion of data are transition services and are subject to the preceding requirements. **Unless otherwise expressly stated in a Service Agreement, we will have no obligation to store or maintain any Customer data in our possession following the termination of the applicable Services, this Agreement and/or an applicable Service Agreement.** Customer is responsible for timely export from Third-Party Services and Customer AI. Unless expressly included in a Service Agreement, transition services do not include recreating model context, prompts, embeddings, training data, provider histories, or proprietary MSP tools.

4. Fees and Payment Terms.

4.1. **Fees and Estimates**. Fees associated with the Services performed by the MSP under this Agreement are included in the applicable Services Agreements. If no fees are included in those items, then the MSP's standard fees apply which MSP will provide to you (**"Standard Pricing"**). If the MSP provides an estimate of fees for any Services requested by the Customer in a Service Agreement **and MSP anticipates that the final fees will exceed the estimate, MSP will notify Customer in writing before performing the additional work. Work exceeding the estimate will not be performed or billed without Customer's written approval, documented as a change order. MSP may adjust its Standard Pricing once per year, effective July 1, by providing Customer at least sixty (60) days' written notice. Annual increases shall not exceed ten percent (10%). Any increase above this cap requires Customer's written approval. If Customer does not approve, Customer may terminate this Agreement without penalty by written notice to MSP within thirty (30) days of receiving notice of the increase.** MSP may require that the Customer provide a deposit prior to performing Services in an amount set by MSP. Customer will also pay usage-based and pass-through charges, including provider, cloud, token, API, compute, storage, seat, overage, forensic, incident-response, and remediation charges attributable to Customer use, Customer AI, or Unauthorized AI Activity. Estimates exclude these variable charges unless expressly stated. Any budget, quota, alert, or spend threshold configured by MSP for an AI, cloud, or usage-based service is a monitoring aid only and is not a cap, guarantee, or assumption of liability for usage charges, including charges resulting from misconfiguration, Customer AI, Unauthorized AI Activity, or compromised credentials.

4.2. **Pass-Through Expenses**. Unless the Parties agree otherwise in an applicable Service Agreement, the Customer shall pay the MSP's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which the MSP may incur during its performance under a Service Agreement (the **"Pass-Through Expenses"**). The MSP will make reasonable efforts to notify the Customer about any Pass-Through Expenses prior to incurring them. The MSP may require payment of Pass-Through Expenses prior to the MSP incurring such expenses on the Customer's behalf. If the Customer refuses to pre-pay any Pass-Through Expenses requested by the MSP, then the Customer acknowledges that such refusal may affect the MSP's ability to perform Services under this Agreement and the Customer shall not hold the MSP responsible for its limited performance or non-performance under such circumstances.

4.3. **Invoicing and Payment**. Unless otherwise provided in an applicable Service Agreement, the MSP shall issue an invoice to the Customer for payment of any fees and Pass-Through Expenses related to Services performed by the MSP. The Customer shall pay the total invoiced amount within the time period set forth on such invoice.

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4.4. **Taxes**. The fees provided in a Service Agreement may not include any applicable sales, use, excise, or services taxes (**"Taxes"**). If Taxes are assessed on any Services, then the Customer shall pay those taxes directly to the taxing authority or shall reimburse the MSP for the MSP's payment of those Taxes to the taxing authority.

5. **Customer Responsibilities**.

5.1. **Full Right and Title; Compliance with Law**. Customer hereby warrants and represents that it has title to or license or rights to use or modify and has license or rights to permit MSP to use, access or modify every part of the Customer Environment, including Devices, except parts provided solely by MSP. Further, Customer represents and warrants that it has all right to enter into this Agreement and to perform its obligations, hereunder. Customer shall maintain all rights necessary for MSP to perform Services, including, but not limited to, maintaining all Third-Party Agreements. Customer further represents and warrants that its use of the Customer Environment will comply with all applicable law and will not violate the rights of any third party. Customer shall indemnify MSP and shall hold MSP harmless against any loss, claim, damage or expense, including reasonable attorneys' fees, resulting from any action brought or claim made by any third party against MSP relating to the representations and warranties stated above. These representations include Customer's AI Inputs, prompts, instructions, training or fine-tuning data, configurations, and Customer AI, and all required notices, consents, employment or monitoring disclosures, and permissions. Customer remains responsible for determining which laws, regulations, standards, frameworks, contractual requirements, and industry obligations apply to it. MSP assumes a specific compliance obligation only in a separate document signed by both Parties that identifies the requirement, system boundary, division of responsibility, dependencies, fees, and limitations.

5.2. **Access and Cooperation**. You hereby grant to us and our designated Third-Party Providers the right to monitor, diagnose, communicate with, retrieve information from, and otherwise access the Customer Environment solely as necessary to enable us and/or our Third-Party Providers, as applicable, to provide the Services. Proper and safe environmental conditions must be provided and assured by you at all times. MSP shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve. If such a circumstance should arise, MSP will provide you with written notice outlining the conditions which must be modified. If you do not make the requested modifications, MSP will be relieved from performing Services. Customer will identify privileged, regulated, export-controlled, biometric, health, financial, children's, employee, and other sensitive data before access, and will maintain and disclose an inventory of Customer AI, agents, connectors, browser extensions, automated workflows, and material changes that can access or affect the Customer Environment.

5.3. **Minimum Requirements**. In order to be eligible for certain Services, Customer's Environment may be required to meet certain minimum requirements, which will be set forth in the applicable Service Case or Service Agreement(s) (the **"Minimum Requirements"**). If Customer does not meet the Minimum Requirements, MSP shall have no obligation to perform the Services until Customer makes all necessary upgrades, adjustments, or actions so that Customer's Environment meets the Minimum Requirements. Notwithstanding, Customer may engage MSP to perform the necessary upgrades, adjustments, or other actions required to meet the Minimum Requirements set forth in the applicable Service Case or Service Agreement(s). Unless otherwise set forth, such services by MSP are not considered part of the Services and shall be billed at MSP's then-current time and material rates. Minimum Requirements may include supported systems, licensing, multifactor authentication, least privilege, tested backups, approved AI tools, logging, employee training, and disabling unapproved integrations.

5.4. **Customer Environment**. You acknowledge, understand, and agree that in order for MSP to perform Services, the Customer Environment must not be changed unless planned for and agreed to between you and MSP. You agree not to modify or move the Customer Environment, unless we mutually agree to such activity. In all situations (including those where we are co-managing a Customer Environment), we will not be responsible for issues arising from changes to the Customer Environment where we did not mutually agree to the changes. Changes include additions or changes to AI Systems, models, agents, permissions, connectors, browser extensions, prompts, automated workflows, security controls, or backup settings. Customer is responsible for issues arising from Customer personnel, vendors, Customer AI, or Unauthorized AI Activity that have not been approved through the agreed change process.

5.5. **Updates**. Patches and updates to hardware and software (**"Updates"**) are created and distributed by Third-Party Providers and may be supplied to us from time to time for installation into the Customer Environment. If Updates are provided to you as part of the Services, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any part of the Customer Environment that is rendered inoperable or non-functional due to the Update, and (iv) we reserve the right, but not the obligations, to

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refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Customer Environment. Updates may include model revisions, AI features, safety controls, connectors, and provider changes. MSP does not warrant an Update or model behavior and may delay, disable, or replace an Update, feature, or integration when reasonably necessary for compatibility, security, law, vendor requirements, or safety.

5.6. **Advice**. From time to time, we may provide you with specific advice related to the Customer Environment and/or enhancing Services (**"Advice"**). ADVICE IS PROVIDED IN GOOD FAITH ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, THAT THE ADVICE WOULD GUARANTEE A SPECIFIC OUTCOME. NOTWITHSTANDING, DECLINING PROPOSED SERVICES SET FORTH IN ADVICE MAY CAUSE ADVERSE RESULTS WITH SERVICES AND YOU RELEASE MSP FROM ANY AND ALL LIABILITY RELATED TO HARM CAUSED BY SUCH ADVERSE RESULTS. Advice and AI Outputs are informational aids and may be incomplete, inaccurate, biased, insecure, nonunique, or unsuitable for Customer's purpose. Customer will independently evaluate them, use qualified human review before reliance or deployment, and obtain legal, medical, financial, employment, insurance, or compliance advice from qualified professionals.

5.7. **Authorized Personnel.** We will be entitled to rely on any directions or consent provided by Customer Authorized Personnel (as set forth on the MSA Cover Page). If no Customer Authorized Personnel is/are identified on the MSA Cover Page or if previously identified Customer Authorized Personnel is/are no longer available to us, then your Customer Authorized Personnel will be the person (i) who signed on behalf of you in any Service Agreement, and/or (ii) who is generally designated by you during the course of our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Customer Authorized Personnel until we are affirmatively made aware of a change of status of the Customer Authorized Personnel. We reserve the right, but not the obligation, to delay the Services until we can confirm the Customer Authorized Personnel's authority within your organization. MSP may use out-of-band verification or delay action when authority is unclear. Agentic Functionality and actions involving privileged access, material data disclosure or deletion, disabling security controls, procurement, financial transactions, production deployment, external communications, or other consequential decisions require the approval level stated in a separately signed authorization.

5.8. **Unknown Devices**. Devices that are not expressly included in a Services Agreement (**"Unknown Devices"**) are expressly excluded from Services. We will not be responsible for the diagnosis or remediation of any issues in the Customer Environment caused by the connection or use of Unknown Devices in the Customer Environment. For this paragraph, Unknown Devices include unapproved accounts, applications, cloud resources, AI Systems, agents, browser extensions, plugins, connectors, and automated workflows. MSP is not responsible for their operation or effects, including Unauthorized AI Activity, and may isolate or require removal of any item that reasonably presents a security, legal, privacy, performance, or support risk.

5.9. **MSP Use of AI**. MSP may use MSP AI as an internal delivery tool in performing the Services, subject to this Agreement's confidentiality, security, and data-processing obligations. Unless a Service Agreement expressly permits otherwise, MSP will not knowingly submit identifiable Customer Materials or AI Inputs to train a generally available model for unrelated customers. MSP may use enterprise privacy, retention, and model-improvement controls reasonably available for the selected tool, but MSP does not control provider changes. Customer consents to MSP's use of AI-assisted recording, transcription, summarization, ticketing, documentation, and quality-assurance tools in support interactions, meetings, and communications with Customer, and Customer is responsible for providing any notice to, and obtaining any consent from, Customer personnel that applicable law requires. **MSP remains responsible for its use of MSP AI in performing the Services to the same extent it is responsible for Services performed without AI, and MSP's use of MSP AI does not shift to Customer any responsibility MSP would otherwise have under this Agreement. Customer's obligations and indemnities relating to AI Inputs, AI Outputs, and AI Systems apply only to Customer AI, Unauthorized AI Activity, and AI Outputs that Customer chooses to use or rely on outside the Services.**

5.10. **Customer AI and Unauthorized AI Activity**. Customer controls and is responsible for Customer AI and Unauthorized AI Activity, including selection, licensing, acceptable use, users, notices and consents, data classification, prompts and AI Inputs, permissions, integrations, agents, AI Outputs, code, communications, spend, monitoring, records, and legal compliance. Customer will maintain an AI inventory and acceptable use policy appropriate to its size and risk profile, train personnel, restrict unapproved tools and browser extensions, apply least privilege, and promptly notify MSP of suspected disclosure, compromise, anomalous activity, or excessive consumption. Unless an expressly selected Service states otherwise, MSP has no duty to discover any Customer AI or employee use.

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5.11. **Restricted AI Uses**. Customer will not engage in, and will not direct or permit MSP to configure or support, a Restricted AI Use unless the Parties first execute a written authorization identifying the use case, the required safeguards and human review, and any additional fees. Absent that authorization, the Services, MSP AI, and any AI Output are not intended or approved for a Restricted AI Use, MSP has no duty to detect or prevent one, and Customer is solely responsible for it. Customer will apply qualified human review before acting on AI Output and will not treat AI Output as legal, tax, accounting, medical, employment, or other professional advice.

5.12. **Agentic Functionality**. No Agentic Functionality may access the Customer Environment or act for Customer unless the Parties sign a written authorization, which may take the form of a SOW, change order, or MSP's standard AI Authorization form, identifying to the extent applicable to the approved use the approved system, use case, data, credentials, permissions, actions, approval gates, prohibited actions, financial and rate limits, testing, acceptance criteria, logs, monitoring, rollback, shutdown, owner, effective date, and expiration. Customer remains responsible for the use case, instructions, permissions, approvals, business judgment, and use of results. MSP may immediately suspend unsafe, compromised, anomalous, unlawful, or excessive activity and require revalidation after a material provider, model, connector, data, or permission change.

6. Confidentiality.

6.1. **Confidential Information.** "**Confidential Information**" means: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Customer; and (b) the business plans and financial information of a Party, regardless of whether such information would be protected at common law. Each Party acknowledges that it and its employees or agents may be exposed to or acquire the Confidential Information of the other Party. For two (2) years from the date of disclosure of Confidential Information by a Party, the receiving Party shall hold such Confidential Information in confidence and shall not disclose any such Confidential Information to any third party without the express written consent of the disclosing Party, except as permitted in this Agreement.

6.2. **Non-Confidential Information.** Notwithstanding the preceding provision, Confidential Information does not include: (a) information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise; (b) information that either Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other; (c) information received from a third party with the right to transmit same without violation of any secrecy agreement with the other Party; and (d) information that must be disclosed pursuant to court order or by law. Information is not excluded from Confidential Information merely because an AI System, model, search tool, or automated service could reproduce, infer, retrieve, or generate similar content.

6.3. **The Agreement and Service Agreements.** No copy of the Agreement, any Service Case or Service Agreement, discussions, negotiations, terms or conditions relating to the Agreement and/or Service Case or Service Agreements, or any other information relating to the Agreement and/or Service Case or Service Agreements may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the Parties hereto. **Notwithstanding the foregoing, MSP acknowledges that Customer is a public entity subject to the Wyoming Public Records Act (Wyo. Stat. § 16-4-201 et seq.), and disclosure of this Agreement or related information as required by that Act or other applicable law shall not constitute a breach of this Section. To the extent permitted by law, Customer will promptly notify MSP of any public records request involving MSP's information so MSP may identify information it believes is exempt from disclosure, including trade secrets, security configurations, network documentation, and credentials.**

6.4. **Permissible Use.** Notwithstanding the preceding provisions, MSP may publicly refer to Customer, orally and in writing, as a Customer of MSP, and may provide the publicly releasable titles of any Service Case or Service Agreements for press releases, marketing, education, case studies, and/or MSP's business purposes.

6.5. **Due Care**. The receiving Party will exercise the same degree of care with respect to the Confidential Information it receives from the disclosing Party as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

6.6. **Compelled Disclosure**. If a receiving Party is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, the receiving Party will promptly notify the disclosing Party in writing of such requirement so that the receiving Party may seek a protective order or other appropriate remedy and/or waive the disclosing Party's compliance with the provisions of this Section. The receiving Party will

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use its best efforts, as directed by the disclosing Party and at the disclosing Party's expense, to obtain or assist the receiving Party in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the receiving Party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the disclosing Party), that the receiving Party is legally compelled to disclose.

6.7. **Additional NDA**. In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an **"NDA"**) for the protection of a third party's Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information. A data processing agreement, business associate agreement, security schedule, AI Authorization, or other subject-matter addendum applies only to its stated subject and does not modify the Agreement's commercial, indemnity, liability, or dispute terms unless it specifically identifies the provision being modified.

7. **Intellectual Property Rights**.

7.1. **MSP Works**. The Parties acknowledge and agree that neither Party intends for MSP to develop any intellectual property or works-for-hire under this Agreement, including any Service Agreements, and any deliverable provided by MSP to Customer not constituting modifications to an existing work constitutes an **"MSP Work"** and is not to be deemed a **"work for hire"**. An MSP Work is and shall remain the sole exclusive property of MSP. Notwithstanding, the following shall not be considered MSP Works: (i) software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements; (ii) those portions of any deliverable including information in the public domain; (iii) those portions of any deliverable constituting generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and (iv) those portions of any deliverable containing general computer consulting knowledge and information that Customer had or acquired during the relationship with MSP that does not include the proprietary business information of MSP. To the extent any MSP Work is deemed to be a "work for hire" under applicable law, Customer hereby irrevocably assigns, transfers and conveys to MSP all of its right, title and interest in such MSP Work, including but not limited to, all rights of patent, copyright, trade secret, know-how and other proprietary and associated rights in such MSP Work. Customer agrees to execute such other documents or take such other actions as MSP may reasonably request to perfect MSP's ownership of any MSP Work of which MSP is granted ownership. MSP grants Customer a non-exclusive, limited license to make copies of any MSP Works during the term of the Agreement only. Upon expiration or termination of the Agreement, Customer must immediately, without request, return all MSP Works to MSP. MSP Works include MSP's preexisting and reusable tools, templates, scripts, code, prompts, agents, workflows, configurations, documentation, methods, and improvements, whether created with or without AI assistance. AI-assisted production does not change ownership or license rights otherwise stated in this Agreement.

7.2. **Modifications to Existing MSP Works**. Any writing or work of authorship, regardless of medium, created or developed by MSP or Customer in the course of performance under this Agreement and relating to existing works owned by MSP constitutes a MSP Work, is not to be deemed a "work for hire," and does and will remain the sole, exclusive property of MSP. To the extent any MSP Work for any reason is determined not to be owned by MSP, Customer hereby irrevocably assigns, transfers and conveys to MSP all of Customer's right, title, and interest in such MSP Work, including, but not limited to, all rights of patent, copyright, trade secret, know-how, and or other proprietary and associated rights in such MSP Work. Customer agrees to execute such documents and take such other actions as MSP may reasonably request to perfect MSP's ownership of any such MSP Work.

7.3. **General Skills and Knowledge**. Subject to MSP's obligations under the Agreement, MSP may utilize any skills, knowledge or ideas of a general nature acquired during the course of providing the Services, and may independently develop the same or similar deliverables for other Customers based on skills, knowledge or ideas of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in a similar work performed for another Customer of MSP. MSP may use deidentified and aggregated service analytics that do not identify Customer or reconstruct Customer Data.

7.4. **Customer Materials**. Unless otherwise agreed to by the Parties in writing, Customer shall retain all ownership and/or licensing rights in any documents, equipment, software, data, information (including Confidential Information, as that term is defined herein), Customer AI Inputs, or other materials that Customer provides to MSP in the provision of the Services (collectively, the **"Customer Materials"**). Notwithstanding, to the extent necessary for MSP to perform its obligations under this Agreement and any applicable Service Agreement, Customer hereby grants to MSP a non-exclusive, sublicensable right and license to access, use, copy, modify, and transmit the Customer Materials solely as

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necessary to perform, support, and secure the Services and to comply with applicable law and provider terms. In the event that Customer refuses to provide or is unable to provide the foregoing license rights to the Customer Materials, Customer understands that MSP may be unable to perform a portion of or all of the Services adequately and/or fully. In such instances, Customer agrees that MSP shall have no liability for its inability to perform the Services. Rights in AI Outputs are subject to applicable law and provider terms, and MSP does not represent that any AI Output is unique, protectable, accurate, or non-infringing. Customer is responsible for lawful AI Inputs, required notices and consents, human review, and Customer's use, distribution, or reliance on AI Outputs. As between the Parties, AI Output generated at Customer's direction for Customer's own business use is treated as Customer Materials, excluding MSP Works, MSP's preexisting or reusable materials, and any rights retained by a Third-Party Provider.

8. Warranties, Disclaimers, and Limitation of Liability

8.1. Warranties

8.1.1. **Services Warranty.** During the term of this Agreement, except during any Suspension Dates, MSP warrants that the Services will be performed in a professional, workmanlike manner in accordance with this Agreement (**"Services Warranty"**). Should the Services fail to conform to this Services Warranty, and upon receipt of written notice from the Customer detailing such non-conformance, the MSP shall, at its option, either (1) re-perform the deficient Services at no additional charge, or (2) issue a credit or refund for the fees attributable to the deficient Services (subject to the limitations on liability set forth in this Agreement). The Customer must provide notice of any deficiencies within ten (10) days of the performance of the affected Services. Notwithstanding the foregoing, Customer acknowledges and agrees that MSP is not required to manually review every intermediate automated operation of MSP AI unless the applicable Service Agreement expressly requires it. **Non-conforming and/or deficient Services may be treated by Customer as a breach and basis for terminating this Agreement for cause, provided that Customer first gives MSP written notice describing the deficiency in reasonable detail, and MSP fails to cure the deficiency within thirty (30) days of receiving such notice. If the deficiency cannot reasonably be cured within thirty (30) days, MSP will not be in breach so long as it begins corrective action within that period and diligently pursues it to completion.**

8.1.2. **Exceptions to Services Warranty.** The Services Warranty will not apply to any deficiencies resulting from circumstances outside the reasonable control of the MSP or performed by anyone other than MSP, including, but not limited to, the following: (i) all Equipment of any kind that is owned, leased or otherwise provided by Customer or introduced into the Customer Environment by anyone other than the MSP; (ii) all software of any kind that is owned, leased, or otherwise provided by Customer or introduced into the Customer Environment by anyone other than the MSP; (iii) all Third-Party Services; (iv) all Third-Party Providers; and (v) all Third-Party Software; and (vi) all Third-Party Products. Customer's failure to provide necessary resources, access or cooperation. The remedies outlined in this section shall be the Customer's sole and exclusive remedies for any breach of this warranty by MSP. The Services Warranty also does not apply to Customer AI, Unauthorized AI Activity, Customer or provider omissions, inaccurate or unlawful data or instructions, prompt injection, excessive permissions, model drift, provider or model changes, Force Majeure, or modifications not performed or expressly approved by MSP.

8.1.3. **Expectations from Services.** Customer acknowledges, understands, and agrees that despite the MSP's adherence to the terms and conditions of this Agreement in delivering the Services, the Customer's Environment, networks, software, equipment, and infrastructure remain vulnerable to various harm including, without limitation, to damage, malfunctions, security breaches, cybersecurity breaches, data loss, viral attacks, hacking, cyberattacks, intellectual property theft, and exposure of confidential information (collectively, **"Customer Harm"**). Additionally, the MSP specifically does not claim or warranty that its Services will guarantee immunity from such problems for Customer's systems, networks, software, equipment, and infrastructure. The Customer agrees that MSP's liability for any damages, malfunctions, security breaches, or other issues pertaining to the Customer's systems will be limited to circumstances where MSP has breached a specific term of this Agreement or an Order, and only if such breach is proven to be the direct cause of the issue. MSP shall not be liable for incidental, consequential, or punitive damages arising from such risks. AI Systems and automated controls cannot eliminate error or risk and may produce hallucinations, false positives, false negatives, bias, prompt-injection results, harmful output, or unauthorized action. Customer will maintain business continuity, independent decision-making, appropriate insurance, employee controls, and qualified human review. MSP is not responsible for any decision made, or action taken or omitted, by Customer or Customer personnel in reliance on AI Output.

8.2. Disclaimers

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8.2.1. **Disclaimer of Warranties**. THE MSP DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES, THAT THE SERVICES WILL BE FREE FROM INTERRUPTION, THAT THE SERVICES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE SERVICES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CUSTOMER'S OPERATING ENVIRONMENT, OR THAT RESULTS GENERATED BY THE SERVICES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL SERVICES ARE PROVIDED TO CUSTOMER "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, MSP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MSP DOES NOT WARRANT THAT ANY AI SYSTEM, AI OUTPUT, AGENTIC FUNCTIONALITY, OR THIRD-PARTY SERVICE WILL BE EXPLAINABLE, COMPLETE, ACCURATE, UNIQUE, NONINFRINGING, BIAS-FREE, SECURE, COMPLIANT, OR FIT FOR A CONSEQUENTIAL DECISION; THAT EVERY THREAT OR UNAUTHORIZED AI ACTIVITY WILL BE DETECTED OR PREVENTED; OR THAT ALL DATA WILL BE RECOVERABLE.

8.2.2. **Third-Party Products and Services**. WHERE FEASIBLE AND COMMERCIALLY REASONABLE, MSP WILL PASS THROUGH ANY WARRANTIES ON THIRD-PARTY SERVICES, THIRD-PARTY SOFTWARE, AND THIRD-PARTY PRODUCTS, BUT MSP MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY OR QUALITY OF SUCH THIRD-PARTY PRODUCTS, EQUIPMENT, SOFTWARE, OR SERVICES, AND THE CUSTOMER SHOULD LOOK TO THE WARRANTIES PROVIDED BY THE APPLICABLE MANUFACTURER OR VENDOR. FOR AI-RELATED OFFERINGS, PROVIDER TERMS GOVERN MODELS, AI INPUTS, AI OUTPUTS, TRAINING, RETENTION, DATA LOCATION, ACCEPTABLE USE, USAGE LIMITS, SERVICE LEVELS, SUSPENSION, AND CHANGES. MSP IS NOT RESPONSIBLE FOR PROVIDER-CAUSED LOSS, SUSPENSION, OR CHANGE EXCEPT TO THE EXTENT MSP BREACHED AN EXPRESS OBLIGATION TO CONFIGURE OR ADMINISTER THE OFFERING.

8.2.3. **Indemnification**. Customer will defend, indemnify, and hold harmless MSP and its affiliates, personnel, and Third-Party Providers from third-party claims, investigations, penalties, and reasonable costs arising from Customer Materials or AI Inputs; Customer instructions; Customer AI or Unauthorized AI Activity; Customer's use, publication, distribution, or reliance on AI Outputs; unlawful monitoring, employment, or regulated use; infringement or privacy claims caused by Customer Materials, prompts, fine-tuning data, configurations, combinations, or modifications; breach of provider terms; Restricted AI Use; or Customer's violation of law or third-party rights. MSP will defend and indemnify Customer against a third-party United States intellectual-property claim that an MSP-created, paid deliverable, used as authorized and unmodified, infringes a patent, copyright, or trademark, excluding Customer Materials, AI Outputs, Third-Party Products or Services, open-source components, Customer specifications, combinations not supplied by MSP, and continued use after notice. The indemnified Party must give prompt notice and reasonable cooperation; the indemnifying Party controls the defense; and no settlement may admit fault or impose nonmonetary obligations on the indemnified Party without consent.

8.2.4. **LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, FROM THE SERVICES, SERVICES AGREEMENTS, MSA SCHEDULES, AND POLICIES, AND IS A BARGAINED-FOR AND A MATERIAL PART OF OUR BUSINESS RELATIONSHIP WITH YOU.** YOU ACKNOWLEDGE AND AGREE THAT MSP WOULD NOT PROVIDE ANY SERVICES, OR ENTER INTO ANY SOW OR THIS AGREEMENT, UNLESS MSP COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SUCH AS LOST REVENUE, LOSS OF PROFITS (EXCEPT FOR FEES DUE AND OWING TO MSP), SAVINGS, OR OTHER INDIRECT OR CONTINGENT EVENT-BASED ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT, OR ANY SOW EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; HOWEVER, REASONABLE ATTORNEYS' FEES AWARDED TO A PREVAILING PARTY (AS DESCRIBED BELOW), YOUR INDEMNIFICATION OBLIGATIONS, AND ANY AMOUNTS DUE AND PAYABLE PURSUANT TO THE NON-SOLICITATION PROVISION OF THIS AGREEMENT SHALL NOT BE LIMITED BY THE FOREGOING LIMITATION. EXCEPT FOR THE FOREGOING EXCEPTIONS, A RESPONSIBLE PARTY'S (**"RESPONSIBLE PARTY'S"**) AGGREGATE LIABILITY TO THE OTHER PARTY (**"AGGRIEVED PARTY"**) FOR DAMAGES FROM ANY AND ALL CLAIMS OR CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ANY SUCH ACTION(S),

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THAT ARISE FROM OR RELATE TO THIS AGREEMENT (COLLECTIVELY, **"CLAIMS"**), WHETHER IN CONTRACT, TORT, INDEMNIFICATION, OR NEGLIGENCE, SHALL BE LIMITED SOLELY TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL AND DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT OF FEES PAID BY YOU (EXCLUDING HARD COSTS FOR LICENSES, HARDWARE, ETC.) TO MSP FOR THE SPECIFIC SERVICE UPON WHICH THE APPLICABLE CLAIM(S) IS/ARE BASED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED OR $10,000, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDIES LISTED IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE; HOWEVER, THE LIMITATIONS SHALL NOT APPLY TO THE EXTENT THAT THE CLAIMS ARE CAUSED BY A RESPONSIBLE PARTY'S WILLFUL OR INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE. SIMILARLY, A RESPONSIBLE PARTY'S LIABILITY OBLIGATION SHALL BE REDUCED TO THE EXTENT THAT A CLAIM IS CAUSED BY, OR THE RESULT OF, THE AGGRIEVED PARTY'S WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR TO THE EXTENT THAT THE AGGRIEVED PARTY FAILED TO REASONABLY MITIGATE (OR ATTEMPT TO MITIGATE, AS APPLICABLE) THE CLAIMS. THE EXCLUSIONS AND CAP IN THIS PARAGRAPH APPLY TO AI OUTPUTS, AUTOMATED OR AGENTIC ACTIONS, CUSTOMER AI, UNAUTHORIZED AI ACTIVITY, PROMPT INJECTION, MODEL OR PROVIDER CHANGES, SECURITY EVENTS, FAILED RECOVERY, AND THIRD-PARTY SERVICES, REGARDLESS OF THEORY. LOST DATA, DATA RECONSTRUCTION, BUSINESS INTERRUPTION, SUBSTITUTE SERVICES, REGULATORY FINES, AND LOST PRODUCTIVITY ARE INDIRECT OR CONSEQUENTIAL DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW. PASS-THROUGH AMOUNTS PAID FOR HARDWARE, SOFTWARE, LICENSES, CLOUD SERVICES, AI USAGE, AND OTHER THIRD-PARTY PRODUCTS OR SERVICES ARE EXCLUDED WHEN CALCULATING THE LIABILITY CAP. CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS ARE NOT SUBJECT TO THE LIABILITY CAP.

8.2.5. **Insurance**. During the term, MSP will maintain commercially reasonable insurance appropriate to its Services, which may include commercial general liability, workers' compensation as required by law, technology errors and omissions, and cyber or privacy liability. MSP will not be required to carry insurance specific to MSP AI unless such MSP AI are not Third-Party Products or Services. Customer will maintain property, business interruption, cyber, crime or social-engineering, and other insurance appropriate to the Customer Environment, Customer AI, data, operations, and risk profile. Insurance does not expand either Party's liability beyond this Agreement or make either Party an insurer of the other's risk.

9. Governing Law; Venue; Dispute Resolution.

9.1. **Governing Law and Venue**. The Agreement is governed by and construed in accordance with the laws of the Governing State (as set forth on the MSA Cover Page). For any action that is not resolved through the arbitration procedures set forth in these General Terms, the Parties agree that jurisdiction and venue for any action arising under the Agreement and/or any applicable Service Agreements are exclusively in the state or federal courts located in the Venue (as defined on the MSA Cover Page). The Parties specifically waive any claims they may have which involve jurisdiction or venue, including but not limited to forum non conveniens. The 1980 Convention on Contracts for the International Sale of Goods is not applicable, in accordance with Article 6 of that convention. The provisions set forth in this Section shall survive the termination of the Agreement for any reason.

9.2. **Arbitration**. Except for collections actions to recover fees due to us (**"Collections"**), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") pursuant to the AAA's arbitration rules for commercial disputes (the **"Rules"**). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

10. Miscellaneous.

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10.1. **Compliance**. Unless otherwise expressly stated in a Service Agreement, the Services are not intended, and will not be used, to bring Customer into regulatory compliance with any rule, regulation, or requirement that may be applicable to Customer's business or operations. Depending on the Services provided, the Services may aid Customer's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution. MSP does not determine which legal, regulatory, contractual, security, privacy, recordkeeping, certification, or industry requirements apply to Customer and does not warrant or certify Customer compliance. References to HIPAA, HITECH, PCI DSS, GLBA, FERPA, CJIS, CMMC, NIST, SOC, ISO, GDPR, state privacy laws, or similar requirements describe potential technical mappings only. Customer remains responsible for legal and professional advice, scope and control selection, configuration, lawful use of Customer AI, notices, monitoring, evidence, and overall compliance. MSP assumes a specific compliance obligation only in a separately signed SOW or addendum identifying the applicable requirement and version, system boundary, assigned control, division of responsibility, dependencies, audit method, fees, and limitations. Proposals, assessments, questionnaires, marketing materials, provider descriptions, conversations, and AI-generated statements do not expand MSP's compliance obligations.

10.2. **Virtual Security**. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware (**"Impacted Data"**) will be recoverable. Unless otherwise expressly stated in writing by us, the recovery of Impacted Data is out-of-scope. Moreover, unless expressly stated in writing by us, we will not be responsible for activating multifactor authentication in any application in or connected to the Environment. **You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (*i.e.*, fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.** Customer will maintain security controls outside MSP's express scope; promptly report incidents and suspected Unauthorized AI Activity; preserve logs and evidence; manage users, identities, data classification, legal holds, acceptable use, business continuity, and cyber insurance; and train personnel concerning phishing, social engineering, prompt injection, and unapproved AI tools. MSP may take reversible emergency containment action, including disabling an integration, credential, model, agent, connector, or Customer AI, when reasonably necessary to reduce imminent harm, and will notify Customer promptly.

10.3. **No Hire and Non-Solicitation**. The Parties acknowledge and understand that the other Parties employees related to the Services are skilled, specialized employees that receive significant training and investment to perform their duties under this Agreement and that hiring those employees away from a Party will cause substantial harm to the other Party. As such, each party (a **"Restricted Party"**) acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement for any reason, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked (each, a **"Restricted Employee"**) to discontinue or reduce the scope of the Restricted Employee's business relationship with the other party, or hire a Restricted Employee without the other party's permission. In the event of a violation of the terms of the restrictive covenants in this section, a party will be given an opportunity to cure its default; however, if the default is not cured within a reasonable time thereafter (not to exceed ten (10) days after being notified in writing of the default), then the Parties acknowledge and agree that the damages to the other Party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other Party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars ($100,000) or the amount that the other Party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a Restricted Employee by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement immediately For Cause.

10.4. **Collections**. If we are required to send your account to Collections or to start any Collections-related action to recover fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

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10.5. **Assignment**. No part of this Agreement may be assigned or transferred by a Party without the prior written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the Parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder in writing.

10.6. **Amendment**. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement will be valid or binding upon the parties unless such amendment or modification is in writing, specifically refers to this Agreement, and is signed by authorized representatives of both Parties. A purchase order, email, ticket, portal entry, provider update, AI-generated communication, course of performance, or oral statement does not amend the core legal terms of this Agreement.

10.7. **Time Limitations**. The Parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to this Agreement, including Services and Service Agreements (except for matters related to nonpayment by Customer) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

10.8. **Severability**. If any term or provision of the Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain in full force and effect, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the Parties' intention underlying the invalid term or provision.

10.9. **No Waiver**. The failure of either Party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

10.10. **Merger**. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements, communications, advertising claims or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either Party which is not embodied herein. We will not be bound by any statements in our advertisements or any agents' or employees' representations, promises or inducements if those statements are not explicitly set forth in this Agreement including, without limitation, any Service Agreements. AI-generated materials and outputs are not representations or amendments unless expressly incorporated into a document signed by both Parties.

10.11. **Force Majeure**. Neither Party will be liable to the other Party for delays or failures to perform its obligations because of circumstances beyond such Party's reasonable control (**"Force Majeure"**). By way of example and not as a limitation, Force Majeure may include, but will not be limited to, any intentional or negligent act committed by the other Party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God. Force Majeure may also include a utility, carrier, cloud, or AI-provider outage, model withdrawal, export restriction, sanctions, epidemic, disaster, cyberattack, or widespread vulnerability. Force Majeure does not excuse payment for Services delivered, reserved capacity, or noncancelable provider commitments.

10.12. **Survival**. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

10.13. **Usage in Trade**. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement. The fact that an AI System is technically capable of an action does not expand the scope of Services or the authority granted to MSP or the AI System.

10.14. **Business Day**. If a time period set forth in this Agreement expires on a day other than a business day, then that time period will be extended to and through the next succeeding business day. Federally recognized holidays in the United

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States of America (**"Holidays"**) are not business days.

10.15. **Notices; Writing Requirement**. All notices, demands or requests to be given by any Party to the other Party shall be in writing and shall be deemed to have been given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the MSA Cover Page. The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section. Except where expressly stated otherwise in this Agreement, all electronic documents and communications between the Parties, including email, will satisfy any "writing" requirement under this Agreement. Operational tickets, alerts, automated messages, and AI-generated communications do not constitute legal notice unless this Agreement expressly states otherwise.

10.16. **Independent Contractor**. MSP is an independent contractor, and is not your employer, employee, partner, or affiliate. Neither MSP nor an AI System is Customer's agent, fiduciary, legal adviser, or business decision-maker. No AI System may bind Customer or exercise Customer's discretionary authority except within a specific written authorization signed at the required approval level.

10.17. **Data & Service Access**. Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply. Third-Party Providers and AI providers may process data from locations described in the applicable Service Agreement, provider schedule, or data-processing addendum. MSP does not promise a particular data residency or localization unless a signed addendum identifies the covered data, location, transfer mechanism, provider, technical feasibility, and additional fees. Customer will not submit restricted data to an AI System unless Customer has disclosed the restriction and the Parties have approved the applicable terms.

10.18. **Counterparts**. The Parties intend to sign, accept and/or deliver this Agreement, including, without limitation, any Service Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any part of this Agreement or any amendment electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

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Ardurra Additional Services Addendum

ARDURRA

ADDITIONAL SERVICES ADDENDUM

THIS ADDITIONAL SERVICES ADDENDUM is pursuant to the Task Order 25-01 dated December 2, 2025, by and between Ardurra Group, Inc. (Consultant), and the Laramie Regional Airport Board, A Wyoming joint powers board (Client) for the Professional Services described below.

PROJECT NAME: 2026 Seal Coat and Mark Project
CLIENT: Laramie Regional Airport Board
ARDURRA PROJECT NUMBER: R2025-27-1345200 (Formerly 250288)

1. Description of additional services to be provided by Consultant (attach additional pages, if necessary):

   A. Warranty Administration
   - Inspection services while the Contractor is completing warranty work, including observation, documentation, and reporting of field conditions and work performed.
   - Support for the warranty claim determination, including attendance at meetings, phone calls, written correspondence, and coordination with all project stakeholders.
   - General project management.

2. Estimated Completion Date: 12/31/2026

3. The compensation to be paid Ardurra for providing the requested services shall be:

   ____ A. Lump Sum amount of: $_____
   ____ B. A Not to Exceed Time and Materials charge of $_____
   _X_ C. Unit Cost/Time Charges – Services will be billed at Ardurra's standard hourly rates plus reimbursable expenses. There is no cap on fees as the scope of work is dependent on the extent and duration of the warranty claim process

IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

Ardurra Group, Inc.		CLIENT:	
SIGNED:	_____	SIGNED:	_____
TYPED NAME:	_____	TYPED NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

Return one fully executed copy to Consultant

Task Order 26-02 with Ardurra

ARDURRA

TASK ORDER

In accordance with of the PROFESSIONAL SERVICES MASTER TASK ORDER AGREEMENT by and between **Ardurra Group, Inc.** and Laramie Regional Airport Board, a Wyoming joint powers board ("Client") dated July 9, 2025 ("Agreement"), the parties agree as follows:

Specific Project Data

A. Contract Number: R2025-27-1360100
B. Task Order Number: 26-02
C. Project Name: Apron Reconstruction – Phase 3
D. Description: Bidding, construction administration, and closeout for the reconstruction of a portion of the commercial apron's concrete pavement.
E. Owner (if applicable): Laramie Regional Airport Board

Date of Task Order: November 4, 2026

1. Services
   See attached Exhibit A

2. Times for Rendering Services
   See attached Exhibit A

3. Basis for Payment

Lump Sum with Progress or Milestone Payments

A. Owner will pay Ardurra for Services as follows:

A Lump Sum amount of $301,672.00 (Phases 7, 8, 10, & 11)
In addition to the Lump Sum amount, reimbursement for the following expenses: *None.*

The portion of the compensation amount billed monthly for Ardurra's Services will be based upon Ardurra's estimate of the percentage of the total Services completed during the billing period.

and

Cost-Plus-a-Fixed-Fee (Not to Exceed (NTE))

B. Owner will pay Ardurra for Services as follows:

1. Labor costs for personnel directly engaged in the performance of the Services shall be reimbursed based on certified rates, plus
2. An overhead fee (the "Overhead") equal to 168.44% of the labor costs; plus
3. A fixed fee (the "Fixed Fee") of $181,194.31; plus
4. Reimbursement for the following expenses: $163,889.80

The total compensation for Cost-Plus-a-Fixed-Fee and reimbursable expenses is estimated to be $1,069,861.36 (Phase 9).

Total compensation for this task order is estimated to be $1,371,533.36.

4. Special Terms and Conditions (if any)

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement. The clauses contained in the Agreement are incorporated by reference and remain in full force and are applicable with this Task Order.

IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Task Order.

Consultant: Ardurra Group, Inc.	**CLIENT: Laramie Regional Airport Board, a Wyoming joint powers board**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title

APPENDIX A – SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK

LARAMIE REGIONAL AIRPORT (LAR)

LARAMIE, WYOMING

APRON RECONSTRUCTION – PHASE 3

AIP 3-56-0017-053-2026 / 54-2027 / 55-2027

STATE AERONAUTICS PROJECT NO. ALA015B, C, D

BIDDING & CONSTRUCTION ADMINISTRATION

INTRODUCTION:

Laramie Regional Airport (LAR) is in Laramie, Wyoming, and is owned and operated by the Laramie Regional Airport Joint Powers Board. The airport is situated approximately 4 miles west of downtown Laramie and sits at an elevation of approximately 7,273 feet above sea level.

The design phase for the Apron Reconstruction – Phase 3 project was completed under the FY 2026 Design Grant (AIP 053-2026) and advanced the construction plans, specifications, and engineer's opinion of probable construction cost for the proposed improvements to approximately 90% completion. This scope of work includes all services required to finalize the contract documents, advertise the project, assist the Sponsor during procurement, construction administration, support grant compliance requirements associated with bidding and award, and complete project closeout activities.

This project will be bid in one bid schedule while allocating costs among the applicable funding sources after bids are received. After bids are received, the Consultant will prepare an allocation of the bid among the applicable funding sources for Sponsor, FAA, and State concurrence (see Phase 8).

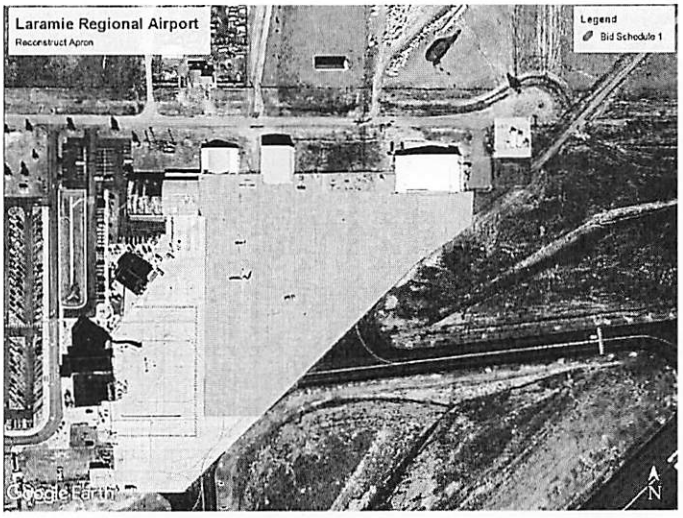


Figure 1 Project Location

The pavement reconstruction includes full depth reconstruction including removal of the existing 10-inch concrete pavement, excavation of the existing base down to subgrade, stabilizing the subgrade (mechanically or chemically), installation of base course, installation of an asphalt or cement treated permeable base course, and installation of new P-501 concrete pavement. The project also includes installation of an underdrain system to address groundwater concerns and replacing and upsizing existing storm sewer infrastructure.

The total funding for this project is summarized in Table 1.

Table 1. Project Funding

AIP # 3-56-0017-		Allocated Amount	Percentage Split
FY 2026 - Design			
53-2026	Federal Entitlements	$628,472	95.00%
	State Transportation Fund	$16,539	2.50%
	Local Funds	$16,539	2.50%
FY 2027 - Bidding and Construction			
54-2027	Federal Discretionary	$7,000,000	95.00%
	Federal Entitlement	$3,641,720	
	State Transportation Fund	$280,045	2.50%
	Local Funds	$280,045	2.50%
55-2027	Federal IIJA Funds	$3,183,905	95.00%
	State Transportation Fund	$83,787	2.50%
	Local Funds	$83,787	2.50%
State Grant (TBD)	State Transportation Fund	$249,348	80.00%
	Local Funds	$62,337	20.00%
	Total Funding Allocated:	**$15,526,524**	

The project budget is $15,720,569.00 and will utilize the funding sources described above with design granted in FY 26 and bidding and construction granted in FYs 27 and 28.

Bidding is anticipated for winter/spring 2027. To maintain apron operability, construction will be executed in three phases. Due to grant timing and Laramie's limited construction season, work is expected to begin in 2027 and be complete by summer 2028. Work associated with this project includes the bidding, construction, and closeout phases.

The professional services outlined in this scope of work include all tasks necessary to complete the project and will be billed as summarized below:

7. Contract Administration - Construction (Lump Sum)
8. Bidding Assistance (Lump Sum)
9. Construction Administration (Cost + Overhead + Fixed Fee)
10. Closeout (Lump Sum)
11. Grant Administration/DBE Services (Lump Sum)

Phases 1 through 6 were completed under a separate scope of work for designing the project under Task Order 26-01.

CONTRACTS AND BIDDING:

There will be one set of bidding and construction/delivery documents produced for the project. This agreement does not include any services related to repackaging or re-bidding work elements at a later date. If such services are necessary, they will be added by amendment or considered an additional service to this agreement.

AVAILABLE INFORMATION:

- AIP 3-56-0017-24 Record Drawings/Construction Report – Commercial Apron Reconstruction and Apron Rehabilitation Project prepared by Carter-Burgess, 2010

- AIP 3-56-0017-32/33 Record Drawings/Construction Report – Reconstruct North and South Concrete Apron Project prepared by Jviation, 2017

PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope to Sponsor and FAA	09/16/2026
Complete Fee Analysis	10/23/2026
Contract Negotiation Complete	11/04/2026
Contract Approval	11/11/2026
Complete Final Design	12/01/2026
Advertise for Bids and Plans Available	01/04/2027
Open Bids	02/16/2027
Award and Notice to Proceed	Spring 2027
Pre-Construction Conference	Spring 2027
Start Construction	Summer 2027
Complete Construction	Fall 2028
Closeout	Fall 2028/Winter 2029

Dates are subject to change, based on grant timing, weather and the needs of the Sponsor.

PROJECT TEAM:

The project team will include many members, but below is a summarized list of key members and the role they will serve during the process:

- **Client Service Manager (CSM)** – Serves as the firm's principal point of contact for the client and is ultimately responsible for successful project delivery. The CSM attends client meetings, participates in key project reviews, and provides oversight throughout all phases of the project to ensure quality and client satisfaction.

- **Project Manager (PM)** – Responsible for the day-to-day management of the project from scoping through closeout. The PM coordinates all project activities, manages the project schedule and budget, attends client meetings, and serves as the primary liaison between the client and the project team. The PM is consistently engaged throughout all phases of the project.

- **Project Accountant (PA)** – Supports the PM with project financial administration, including invoicing and budget monitoring. The PA's involvement is limited to periodic financial touchpoints throughout the project.

- **Project Coordinator (PC)** – Provides administrative and grant compliance support throughout all phases of the project. The PC assists with scoping, prepares and tracks requests for reimbursement (RFRs), monitors grant-related financials, ensures grant compliance, and supports bidding and closeout activities. The PC maintains consistent weekly involvement across the life of the project.

- **Project Engineer (PE)** – Licensed engineers with 6 or more years of experience responsible for oversight of the primary design elements, including grading, drainage, and pavement design. The PE is heavily involved during the design and bidding phases and remains available during construction to provide technical guidance and support as needed.

- **Staff Engineer (SE)** – Engineers with fewer than 6 years of experience who support the PE in executing design tasks during the design and bidding phases. Similar to the PE, the SE remains available during construction to assist with technical issues as they arise.

- **Senior Resident Project Representative (Senior RPR)** – An experienced construction professional on-site during construction across both construction seasons, except during scheduled rotations. The Senior RPR provides oversight of all construction activities, ensures conformance with the project plans and specifications, and serves as the lead field representative, drawing on their experience to manage complex field decisions and coordinate with the contractor.

- **Resident Project Representative (RPR)** – A construction professional on-site alongside the Senior RPR, except during scheduled rotations. The RPR supports day-to-day field observation, documentation, and contractor coordination to ensure the project is constructed in accordance with the plans and specifications.

SUBCONSULTANT TEAM:

Ardurra is the prime consultant for this project and will provide overall project management, grant administration, bidding, and construction administration. Ardurra will contract with the following subconsultants.

- **Geotechnical Engineer** – Provides on-call geotechnical support during the construction phase. The geotechnical engineer responds to field requests within an agreed-upon timeframe, conducts site visits as needed to observe and evaluate subsurface and subgrade conditions, and provides written recommendations for remediation if unanticipated soil conditions are encountered. The geotechnical engineer also reviews field conditions against the project geotechnical report and issues written memos or field reports documenting observations and recommendations.

- **P-501 Acceptance Testing Consultant** – Provides Sponsor-required material acceptance testing for FAA Item P-501 Portland Cement Concrete Pavement. The acceptance testing firm is on-site daily during paving operations to perform required testing and inspection in accordance with FAA standards. In addition to testing, the firm serves as the technical expert for interpreting test results and coordinating with the contractor's quality control testing firm to ensure conformance with project specifications and FAA acceptance criteria.

SCOPE OF PROFESSIONAL SERVICES

PHASE 7 – CONTRACT ADMINISTRATION - CONSTRUCTION

During the Project, the following general administrative services shall be provided.

7.1 Project Formulation: Coordinate with the Sponsor to evaluate scope, budget and approach to project. Coordinate with subconsultants to assist with evaluating scope and approach to project.

7.2 Scope of Work: Prepare a detailed Scope of Professional Services narrative. Review the Scope with Sponsor, FAA and State and modify as necessary, based upon comments received.

7.3 Task Order: Prepare a Task Order specifically addressing this project. The Task Order shall also include a detailed cost proposal based on estimates of professional service man hours and hourly rates.

7.4 IFE Coordination: Provide the scope of work and a blank cost proposal spreadsheet to the Sponsor. This information will be used in obtaining an Independent Fee Estimate from a third-party engineering consultant. One teleconference is anticipated to describe and discuss the project scope.

7.5 Subconsultant Management: The Project Manager will coordinate with subconsultants regarding contracting procedures, contract execution, and invoice processing throughout the project. The Project Manager will monitor subconsultant performance to ensure compliance with the project schedule, budget, and deliverables. Subconsultant management is anticipated to require 10 hours per month over approximately 7 months of active construction spread across the two construction seasons.

7.6 Project Schedule: Prepare and submit a project schedule for the Sponsor's approval. The schedule will include review and approval times required by the Sponsor and FAA. If required, the schedule will be adjusted as the project progresses, allowing for changes in scope, character, size, or delays. Any changes to the schedule must receive approval from the Sponsor and FAA. Assume two revisions to the project schedule will be submitted.

7.7 Project Management and Administration: Project management and administration includes monthly cost accounting and budget analysis, invoicing, and monitoring of project progress.

7.8 Airport Board Update Meetings: The Project Manager and Client Service Manager are expected to attend board meetings to coordinate work items, update Sponsor, present to the airport board and discuss upcoming events. A total of 26 meetings are anticipated from January 2027 through February 2029. 8 of the meetings are anticipated to be attended in person in Laramie and the remaining 18 will be attended virtually.

7.9 Client Coordination Meetings: The Client Service Manager will attend a weekly coordination meeting with the Sponsor for the duration of the project. These meetings will be conducted virtually.

7.10 Pre-Design Conference: Prepare for and participate in a pre-design conference with the FAA, State, and Sponsor. The conference will take place virtually. After the meeting, prepare notes to document what was discussed.

PHASE 8 – BIDDING ASSISTANCE

Assist the Sponsor in the competitive sealed bid and contractor selection process. It is assumed there will be one bid package required. Prepare and process contract award and construction agreement documents for the Sponsor. Bidding phase services shall include the following tasks:

8.1 Final Project Manual: Prepare and assemble the final construction specifications and bid documents into a complete project manual. The design scope of work included preparation of the construction specifications, FAA General Provisions, Special Provisions, Federal Provisions, and Construction Safety and Phasing Plan (CSPP), all of which will be incorporated into the project manual. Remaining work includes preparation of the bidding documents and other contract documents, which will be completed and incorporated to finalize the project manual as a cohesive, bid-ready package.

8.2 Final Plans: Prepare and finalize the construction plans for bidding. The design phase included preparation of the construction plans to a 90% level of completion. Remaining work includes incorporating review comments, finalizing all plan sheets, and completing any outstanding details necessary to advance the plans to a fully complete, bid-ready set. The plans are anticipated to be 20 sheets. The plans will be sealed by a professional engineer licensed in the State of Wyoming.

8.3 Bid Set Engineer's Estimate: Finalize the engineer's opinion of probable construction cost that was developed to a 90% completion level.

8.4 QC Review Bid Set: The Project Manager will conduct a quality control review of the bid set project manual and plans.

8.5 QC Revisions: The design team will address comments from the QC review and revise the plans and project manual.

8.6 QA Review Bid Set: The Client Service Manager will conduct a final quality assurance review of the bid set project manual and plans.

8.7 QA Revisions: The design team will address comments from the QA review and revise the plans and project manual.

8.8 Bid Set Submittal/Authority to Advertise: Submit the bid set plans and project manual to the FAA, State, and Sponsor for a final review before advertising the project and receive authority to advertise. Make any revisions to the Bid Set as requested by the FAA, State, and Sponsor.

8.9 Bid Advertisement: Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Prepare advertisement(s) for the project and submit to the appropriate newspaper(s) for publication. Maintain a "bidders list" and distribute plans as requested. Bid documents will be made available electronically through an online plan room. The Sponsor will pay the cost of newspaper publication. A six-week bidding period is anticipated.

8.10 Pre-Bid Outreach: To promote competition and encourage qualified contractor participation, the project team will conduct targeted outreach to contractors. Efforts may include direct contact with potential bidders, coordination with industry groups, and leveraging existing contractor relationships to raise awareness of the upcoming bid opportunity. This task is intended to broaden the pool of interested bidders and support a competitive bidding environment.

8.11 Pre-Bid Conference: Prepare a detailed Pre-Bid Conference agenda and conduct a Pre-Bid Conference to familiarize bidders and interested parties with the construction project scope and requirements. Prepare and issue minutes of the conference after the meeting. The meeting will be held at the Airport and will include a site visit/walkthrough. The pre-bid conference will be attended by the CSM, PM, and SE.

8.12 Contractor Questions/Addenda: Respond to questions that arise during the Contractor's bid preparation process. Issue addenda or other clarifications as required. This scope assumes two addenda.

8.13 Bid Opening: Assist the Sponsor in preparation for the project Bid Opening as required, including preparation of a Project Bid Summary form. The bid opening will be conducted virtually. The PM and CSM will attend the bid opening.

8.14 Bid Analysis: Evaluate the qualifications of bidders, review the bid packages and forms submitted, and determine each Contractor's responsiveness to bidding criteria, including compliance with Buy American requirements, DBE requirements, and other federal contract certifications.

8.15 Bid Tabulation: Prepare a detailed Bid Tabulation documenting the bid results and submit to the Sponsor, FAA, and State.

8.16 Recommendation of Award: Prepare a recommendation of award and provide it to the Sponsor, FAA, and State.

8.17 Funding Allocation: Following bid opening, prepare an allocation of the low bid among the applicable funding sources (AIP 54-2027, AIP 55-2027, the State grant, and local funds) by eligibility, and coordinate the allocation with the Sponsor, FAA, and State prior to award.

8.18 Notice of Award: Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by the Contractor, and assist the Sponsor and Contractor in processing documents for the project.

8.19 Coordination: Coordinate with the Sponsor, FAA, and State throughout the bidding and award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.

PHASE 9 – CONSTRUCTION ADMINISTRATION

During the construction phase, administer all aspects of the construction contract over which can be expected to have control in assisting the Sponsor in monitoring and documenting the construction process for design compliance, quality assurance, and cost control. The scope and associated fee estimate reflect the anticipated schedule, including allowances for overtime. Construction phase services shall more specifically include the following tasks:

9.1 Prepare Construction Project Manual: Following contract execution, the project manual will be updated to incorporate the executed Contract, final bidding information, and any addenda issued during the bidding process. Six hard copies of the final project manual will be prepared and distributed as follows: one copy to the Sponsor, and one copy each for the CSM, PM, Senior RPR, and RPR, with one spare copy retained. An electronic copy will be distributed to the Contractor, FAA and State.

9.2 Prepare Construction Plan Set: Incorporate any Addendum(s) during the bidding process and prepare a final construction plan set. Six hard copies of the construction plans will be prepared and

distributed as follows: one copy to the Sponsor, and one copy each for the CSM, PM, Senior RPR, and RPR, with one spare copy retained. An electronic copy will be distributed to the Contractor, FAA, and State.

9.3 Pre-Construction Startup: Prior to the start of construction, the RPRs will familiarize themselves with the project plans, specifications, and contract documents and prepare the necessary field documentation systems and templates to support construction observation activities. This includes reviewing the project manual, construction plans, Construction Safety and Phasing Plan (CSPP), Contractor Quality Control Program (CQCP), and other relevant project documents to ensure the RPRs are fully prepared to mobilize and begin construction observation activities.

9.4 Review Contractor Quality Control Program (CQCP): Review the Contractor Quality Control Program prepared by the contractor.

9.5 Contractor Quality Control Program (CQCP) QC/QA Workshop: Attend the QC/QA workshop conducted by the Contractor. It is assumed the QC/QA Workshop will be conducted virtually. The QC/QA workshop will be attended by the CSM, PM, Senior RPR, RPR, and representatives from the P-501 Acceptance Testing Consultant.

9.6 Construction Management Program: Prepare a Construction Management Program as required per AC 150/5370-12. A draft of the Construction Management Program will be submitted to the Sponsor and FAA for approval and then issued to the Contractor. The CMP will include the following elements:

- The name and authority of the Sponsor's representative responsible for overall contract administration;
- Names and descriptions of services for all testing laboratories and consulting engineering firms with quality assurance responsibilities on the project;
- Procedures for verifying that testing laboratories meet ASTM International laboratory evaluation standards referenced in the contract specifications (ASTM D3666 and ASTM C1077);
- Qualifications of engineering supervision and construction inspection personnel;
- A comprehensive listing of all contract-required tests, including type, frequency, sampling methods, applicable test standards, and acceptance criteria.
- Procedures for ensuring tests are performed, documented daily, and that corrective actions are taken where necessary.
- Incorporate elements of the Contractor Quality Control Program.

9.7 Pre-Construction Conference: Prepare for and conduct a pre-construction conference before the first day of construction. The pre-construction conference will be conducted at the Airport and will include the CSM, PM, Senior RPR, and RPR. Prepare an agenda and distribute meeting minutes. The Sponsor, FAA, State, Contractor and subcontractors, affected airport tenants, the QC and QA testing firms, and utility owners will be invited.

9.8 Pre-Paving Meeting (First Construction Season): Attend a pre-paving meeting prior to the first day of P-501 Portland Cement Concrete pavement placement during the first construction season. The meeting will be conducted by the Contractor at the Airport and will be attended by the CSM, PM, Senior RPR, RPR, and representatives from the P-501 Acceptance Testing Consultant. The meeting will cover the paving process, quality control procedures, and overall coordination among all parties prior to the start of paving operations.

9.9 Post Winter Shutdown Meeting: Prior to resuming construction following the winter suspension of work, a Post-Winter Shutdown meeting will be held with the Contractor, Sponsor, FAA, and State. The meeting will serve as an opportunity to revisit relevant topics from the pre-construction conference and Contractor Quality Control Program (CQCP), and to facilitate an open discussion among all parties on lessons learned and areas for improvement based on the performance and experiences of the first construction season. The meeting will be held at the Airport and will be attended by the CSM, PM, Senior RPR, RPR, and representatives from the P-501 Acceptance Testing Consultant.

9.10 Pre-Paving Meeting (Second Construction Season): Attend a pre-paving meeting prior to the resumption of P-501 Portland Cement Concrete pavement placement during the second construction season. Similar to the first season pre-paving meeting, the meeting will be conducted by the Contractor at the Airport and will be attended by the CSM, PM, Senior RPR, RPR, and representatives from the P-501 Acceptance Testing Consultant. The meeting will revisit relevant topics from the first season pre-paving meeting, incorporate lessons learned from the first construction season, and ensure all parties are coordinated prior to the resumption of paving operations.

9.11 Review Contractor's Submittals: Review, comment, and process the Contractor's material submittals. Assist the Contractor as required, clarify specification requirements, and document submittal requirements.

9.12 Resident Project Representative: Two Resident Project Representatives (RPRs) will be on-site full-time during all construction activities to monitor and document construction operations, ensure conformance with the project schedule, plans, and specifications, review and document construction quantities, record significant conversations, events, changed conditions, and visits from local authorities, and prepare daily inspection reports and maintain a project diary. Construction is anticipated to span 115 working days across two construction seasons. A minimum of two RPRs will be on-site every construction day across both construction seasons. RPR duties also include coordination with Airport operations and CSPP compliance (closures, NOTAMs, and tenant coordination), Davis-Bacon employee interviews, Non-Compliance Reports, construction photographs, maintaining marked-up field drawings, weekly review of Contractor QC test results, and preparation of weekly status reports on the FAA standard form for distribution to the Sponsor, FAA, State, and Contractor.

Each RPR will work 5 days per week at 10 hours of site observation and 1 hour of daily paperwork. To support personnel retention and wellbeing over an extended field assignment, each RPR will have the opportunity to travel home every three weeks. Each rotation consists of 2 travel days and 4 days at home, 2 of which are assumed to fall over a weekend, for a total of 6 days away from the project site per rotation. A Substitute RPR will be deployed during each rotation to maintain two-person on-site coverage at all times. When either RPR works in excess of 40 hours per week or during national holidays, the work will be considered overtime and billed at 150% of the standard rate. Overhead costs, travel costs, and per diem costs are in addition to the engineering hours expended and are accounted for separately. This scope assumes a five-day work week and 10-hour construction days. Concrete paving days longer than 10 hours, work on weekends, and construction extending beyond the anticipated 115 working days will be considered additional services.

Construction is anticipated to span two seasons, summer 2027 and summer 2028. A summary of anticipated inspection and travel days for each RPR is provided in the table below.

RPR	2027 Inspection Days	2027 Travel Days	2028 Inspection Days	2028 Travel Days
Senior RPR	46	8	45	8
RPR	46	8	45	8
Substitute RPR	24	6	24	6
Total:	**116**	**22**	**114**	**22**

9.13 Office Administration: Provide office administration support and assistance to the Resident Project Representative with design support or other personnel as field activities may require. The PM is expected to spend 1 hour per construction day on this task. The PC is expected to spend a half hour per day on this task. The PE/SE is expected to spend 2 hours per construction week on this task. The CSM is expected to spend 1 hour per construction week on this task.

9.14 Weekly Construction Meetings: The PM will attend weekly construction meetings at the Airport. The PM will conduct a site visit at the conclusion of each meeting to review progress.

9.15 Monthly Site Visits: The CSM will conduct 7 monthly site visits during construction to review progress on the project. It is assumed that these site visits will occur concurrently with the Airport Board Update Meeting in Phase 7.

9.16 Change Orders/Supplemental Agreements: The project team will prepare and process change orders and/or supplemental agreements as needed during construction. For the purposes of this scope of work, a maximum of three change orders and/or supplemental agreements are assumed. Should the number of change orders or supplemental agreements exceed three, additional compensation may be negotiated under an additional services authorization.

9.17 Design Support During Construction: The Project Engineer and Staff Engineer will provide technical design support during construction on an as-needed basis. This includes responding to contractor and RPR inquiries related to design intent, reviewing and interpreting plans and specifications, preparing field orders, and providing engineering recommendations for unanticipated field conditions or design-related issues that arise during construction.

9.18 Contractor's Monthly Pay Request: Review and approve the Contractor's monthly pay requests. Submit approved pay requests to the Sponsor for approval and payment. 10 pay requests are anticipated for the project.

9.19 Wage and EEO Review: Assist Sponsor with the review of Contractor Wage and EEO documentation.

9.20 Review of Weekly Inspection Reports: The PM will review weekly inspection reports prepared by the RPR. The weekly inspection reports will be uploaded to BlackCat.

9.21 Winter Shutdown Monitoring: During the winter suspension of work between the first and second construction seasons, the project team will maintain a minimal level of project oversight to ensure continuity between construction seasons. Activities during this period may include organizing and archiving project documentation, correspondence with the contractor regarding the resumption of construction, monitoring any contractor obligations during the shutdown period, and other minor administrative and coordination tasks as needed. This is anticipated to be a low-intensity period from a project management standpoint, with effort limited to periodic touchpoints rather than active daily oversight.

9.22 P-501 Acceptance Testing: Owner-required materials acceptance testing for FAA Item P-501 Portland Cement Concrete Pavement will be performed by the P-501 Acceptance Testing Consultant. The acceptance testing consultant will be on-site daily during all paving operations, which are anticipated to total 24 paving days across three phases and two construction seasons (Summer 2027 and Summer 2028). The consultant will perform all required acceptance sampling and testing, assist with Percentage of Materials Within Limits (PWL) calculations as an independent quality control check of the RPR's calculations, review the Contractor's Quality Control Program prior to paving, and provide input to the Construction Management Program. The acceptance testing consultant will also attend required project meetings, including pre-paving meetings and weekly construction meetings during active paving operations, and will be available to provide technical assistance to the RPR on testing-related questions that arise during construction. All other materials testing required by the contract specifications, including but not limited to subgrade stabilization, base and permeable base courses, underdrain, and storm sewer bedding and backfill, will be the responsibility of the Contractor.

9.23 Geotechnical Engineer: This work is to be completed by a subconsultant. Coordinate directly with the Geotechnical Engineer to handle questions or clarifications as they arise during construction. The geotechnical engineer responds to field requests within an agreed-upon timeframe, conducts site visits as needed to observe and evaluate subsurface and subgrade conditions, and provides written recommendations for remediation if unanticipated soil conditions are encountered. The geotechnical engineer also reviews field conditions against the project geotechnical report and issues written memos or field reports documenting observations and recommendations. The level of effort is assumed to be up to 5 site visits and 80 hours of engineering support.

9.24 Substantial Completion Inspections: Conduct a Substantial Completion inspection with the Sponsor and the Contractor at the conclusion of each of the three phases. Advise and coordinate with the FAA and State concerning inspection dates. The CSM, PM, Senior RPR, and the RPR will conduct substantial completion inspections and will generate a "punch list" for distribution. It is anticipated that the first inspection will occur in 2027 and the second and third inspections will occur in 2028.

9.25 Final Completion Inspection: Conduct a Final Completion inspection with the Sponsor and the Contractor. CSM, PM, and the Senior RPR will conduct the final completion inspection. Advise and coordinate with the FAA and State concerning inspection dates. Produce final completion inspection letter and document "punch list" items.

PHASE 10 – CLOSEOUT

Phase 10 shall consist of project closeout and documentation services. Operational phase services shall include the following tasks:

10.1 Document the Project work and accomplishments in a Final Closeout Report in accordance with FAA guidelines, including all financial information, final FAA Forms SF 271 and SF 425, project certifications, etc.

10.2 Compilation of Materials Testing Results: Following the completion of construction, the project team will compile and organize all materials testing results from both the contractor's quality control testing program and the acceptance testing consultant into a cohesive record. This includes reviewing and organizing all test results, comparing results against applicable specification requirements and acceptance criteria, identifying and documenting any failing tests, out-of-tolerance materials, or pay reductions applied, and assembling the compiled results for incorporation into the project closeout report submitted to the FAA.

10.3 Engineering Record Drawings: Utilize as-built markups provided by Contractor to prepare Record Drawings indicating modifications made during construction.

10.4 ALP Revisions: It is assumed that revisions to the Airport Layout Plan (ALP) will not be required for this project.

10.5 Assist the Sponsor with overall budget status analysis and reports, closeout documentation review, and coordination with the FAA, as requested by the Sponsor. Assist in preparation of required project closeout documentation, DBE accomplishment percentages, etc.

Coordinate with the Contractor on the Sponsor's behalf to obtain lien releases from subcontractors and Prime Contractor in preparation for final payment.

PHASE 11 – GRANT ADMINISTRATION/DBE SERVICES

Phase 11 shall consist of Grant Administration/DBE Services and shall include the following tasks:

11.1 Assist the Sponsor with Grant Administration tasks.

- Prepare a Grant Application for submittal to FAA for construction of the project. Update the Grant Application for FAA-AIP funding assistance based on project bid results.
- Assist the Sponsor to prepare and process required certifications for submittal to the FAA.
- Assist the Sponsor with the preparation of annual SF 271 and SF 425.
- Assist the Sponsor with quarterly performance reports in accordance with Table 5-18 of FAA Order 5100.38D.
- Provide periodic project budget updates to the Sponsor during the progression of the work.
- Prepare Request for Reimbursement: Assist the Sponsor with the preparation of Requests for Reimbursement (RFR). Assume 19 RFRs.

11.2 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE):

- Three-Year DBE Goal Development: Develop the DBE goals for FY 27-29. Research and compile documentation on DBE and total firms within the market area. Serve as the point of contact in contacting and consulting with business advocacy agencies. Calculate Three-Year DBE goals and develop a narrative summarizing the findings. Facilitate DBE Outreach for goal calculation. Submit a draft of the Three-Year DBE goal to the FAA ANM DBE Compliance Specialist. Coordinate with the FAA on the draft DBE goals. Consolidate all comments derived from Sponsor and FAA review. Prepare and submit the final Three-Year DBE Goals.

- Assist the Sponsor with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2027 and 2028. Reporting will include review and analysis of the overall goal and previous awards and commitments for each fiscal year. If required, a corrective action plan will be prepared with specific steps and milestones to correct the problems identified in the analysis.

Laramie Regional Airport
Apron Reconstruction - Phase 3

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis

Fee Summary

10/26/2026

Engineering Services

Phase	Labor Hours	Labor Fee	Reimbursables	Subconsultants	Total Fee
PHASE 7A - CONTRACT ADMINISTRATION - CONSTRUCTION 2027	300	$82,293.00	$334.40	$0.00	$82,627.40
PHASE 7B - CONTRACT ADMINISTRATION - CONSTRUCTION 2028	217	$67,079.00	$1,120.20	$0.00	$68,199.20
PHASE 8 - BIDDING ASSISTANCE	435	$85,982.00	$869.40	$0.00	$86,851.40
PHASE 9A - CONSTRUCTION ADMINISTRATION 2027	2247	$463,181.43	$46,991.00	$76,410.00	$586,582.43
PHASE 9B - CONSTRUCTION ADMINISTRATION 2028	1980	$442,790.13	$40,488.80	$0.00	$483,278.93
PHASE 10 - CLOSEOUT	221	$40,757.00	$0.00	$0.00	$40,757.00
PHASE 11A - GRANT ADMINISTRATION/DBE SERVICES 2027	168	$13,792.00	$0.00	$0.00	$13,792.00
PHASE 11B - GRANT ADMINISTRATION/DBE SERVICES 2028	106	$9,445.00	$0.00	$0.00	$9,445.00
Project Total	**5674**	**$1,205,319.56**	**$89,803.80**	**$76,410.00**	**$1,371,533.36**

LUMP SUM PHASES: 7-8 & 10-11	**$301,672.00**
COST-PLUS FIXED FEE PHASES: 9	**$1,069,861.36**
PHASES 7-11 TOTAL FEE:	**$1,371,533.36**

Laramie Regional Airport
Apron Reconstruction - Phase 3
Labor Worksheet

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis
October 26, 2026

Direct Expenses	Cost
Vehicle Travel (Per Mile)	$ 0.76
Air Travel (Per Flight - GEG -> DEN)	$ 550.00
Lodging (Per Night)	$ 125.00
Per Diem (Per Day)	$ 68.00

Phase	Description	Personnel Hourly													Fee
		CSM	PM	PE	SE	CAD Mgr	CD Tech	Senior RPR	Senior RPR OT	RPR	RPR OT	PC	PA	Rate Schedule	
		$340.00	$265.00	$200.00	$140.00	$160.00	$130.00	$170.00	$255.00	$170.00	$210.00	$140.00	$105.00	Standard Billing Rate - 2026	
		$357.00	**$279.00**	**$210.00**	**$147.00**	**$168.00**	**$137.00**	**$179.00**	**$268.00**	**$179.00**	**$221.00**	**$147.00**	**$111.00**	**Standard Billing Rate - 2027**	
		$375.00	**$293.00**	**$221.00**	**$155.00**	**$177.00**	**$144.00**	**$188.00**	**$282.00**	**$188.00**	**$233.00**	**$155.00**	**$117.00**	**Standard Billing Rate - 2028**	
		$105.70	$76.92	$57.69	$40.05	$44.36	$31.55	$49.39	$74.09	$49.46	$74.19	$38.94	$30.00	Cost Billing Rate - 2026	
		$111.00	**$81.00**	**$61.00**	**$43.00**	**$47.00**	**$34.00**	**$52.00**	**$78.00**	**$52.00**	**$78.00**	**$41.00**	**$32.00**	**Cost Billing Rate - 2027**	
		$117.00	**$86.00**	**$65.00**	**$46.00**	**$50.00**	**$36.00**	**$55.00**	**$82.00**	**$55.00**	**$82.00**	**$44.00**	**$34.00**	**Cost Billing Rate - 2028**	
PHASE 7A - CONTRACT ADMINISTRATION - CONSTRUCTION 2027															
Phase 7A - Labor															
7.1A	Project Formulation	2	6	4	4							4		20	$ 4,404.00
7.2A	Scope of Work	2	16	2								4		24	$ 6,186.00
7.3A	Task Order	1	2									4		7	$ 1,503.00
7.4A	IFE Coordination	1	2									4		7	$ 1,503.00
7.5A	Subconsultant Management	1	20	14								4		39	$ 9,465.00
7.6A	Project Schedule		2	5										7	$ 1,608.00
7.7A	Project Management and Administration	7	73										14	94	$ 24,420.00
7.8A	Airport Board Update Meetings	13	21											34	$ 10,500.00
7.9A	Client Coordination Meetings	56												56	$ 19,992.00
7.10A	Pre-Design Conference	2	4		2							4		12	$ 2,712.00
													Subtotal Phase 7A Labor:	**300**	**$ 82,293.00**
Phase 7A - Reimbursable Expenses															
	Vehicle Travel (Per Mile)		440												$ 334.40
	Lodging (Per Night)														$ -
	Per Diem (Per Day)														$ -
													Subtotal Phase 7A Reimbursables:		**$ 334.40**
Phase 7A - Subconsultants															
	NA														
													Subtotal Phase 7A Subconsultants:		**$ -**
PHASE 7A - CONTRACT ADMINISTRATION - CONSTRUCTION 2027 SUBTOTAL		**85**	**146**	**25**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**14**	**300**	**$ 82,627.40**

Laramie Regional Airport
Apron Reconstruction - Phase 3
Labor Worksheet

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis
October 26, 2026

Direct Expenses	Cost
Vehicle Travel (Per Mile)	$ 0.76
Air Travel (Per Flight - GEG -> DEN)	$ 550.00
Lodging (Per Night)	$ 125.00
Per Diem (Per Day)	$ 68.00

Phase	Description	Personnel Hourly													Fee
		CSM	PM	PE	SE	CAD Mgr	CD Tech	Senior RPR	Senior RPR OT	RPR	RPR OT	PC	PA	Rate Schedule	
		$340.00	$265.00	$200.00	$140.00	$160.00	$130.00	$170.00	$255.00	$170.00	$210.00	$140.00	$105.00	Standard Billing Rate - 2026	
		$357.00	**$279.00**	**$210.00**	**$147.00**	**$168.00**	**$137.00**	**$179.00**	**$268.00**	**$179.00**	**$221.00**	**$147.00**	**$111.00**	**Standard Billing Rate - 2027**	
		$375.00	**$293.00**	**$221.00**	**$155.00**	**$177.00**	**$144.00**	**$188.00**	**$282.00**	**$188.00**	**$233.00**	**$155.00**	**$117.00**	**Standard Billing Rate - 2028**	
		$105.70	$76.92	$57.69	$40.05	$44.36	$31.55	$49.39	$74.09	$49.46	$74.19	$38.94	$30.00	Cost Billing Rate - 2026	
		$111.00	**$81.00**	**$61.00**	**$43.00**	**$47.00**	**$34.00**	**$52.00**	**$78.00**	**$52.00**	**$78.00**	**$41.00**	**$32.00**	**Cost Billing Rate - 2027**	
PHASE	**need to explicity state when the season starts and ends**														
Phase 7B - Labor															
7.5B	Subconsultant Management	1	15	12								3		31	$ 7,887.00
7.7B	Project Management and Administration	6	70										12	88	$ 24,164.00
7.8B	Airport Board Update Meetings	25	21											46	$ 15,528.00
7.9B	Client Coordination Meetings	52												52	$ 19,500.00
												Subtotal Phase 7B Labor:		**217**	**$ 67,079.00**
Phase 7B - Reimbursable Expenses															
	Vehicle Travel (Per Mile)	780	440												$ 927.20
	Lodging (Per Night)	1													$ 125.00
	Per Diem (Per Day)	1													$ 68.00
											Subtotal Phase 7B Reimbursables:				**$ 1,120.20**
Phase 7B - Subconsultants															
	NA														
											Subtotal Phase 7B Subconsultants:				**$ -**
PHASE 7B - CONTRACT ADMINISTRATION - CONSTRUCTION 2028 SUBTOTAL		**84**	**106**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**12**	**217**	**$ 68,199.20**

Laramie Regional Airport
Apron Reconstruction - Phase 3
Labor Worksheet

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis
October 26, 2026

Direct Expenses	Cost
Vehicle Travel (Per Mile)	$ 0.76
Air Travel (Per Flight - GEG -> DEN)	$ 550.00
Lodging (Per Night)	$ 125.00
Per Diem (Per Day)	$ 68.00

Phase	Description	Personnel Hourly													Fee
		CSM	PM	PE	SE	CAD Mgr	CD Tech	Senior RPR	Senior RPR OT	RPR	RPR OT	PC	PA	Rate Schedule	
		$340.00	$265.00	$200.00	$140.00	$160.00	$130.00	$170.00	$255.00	$170.00	$210.00	$140.00	$105.00	Standard Billing Rate - 2026	
		$357.00	**$279.00**	**$210.00**	**$147.00**	**$168.00**	**$137.00**	**$179.00**	**$268.00**	**$179.00**	**$221.00**	**$147.00**	**$111.00**	**Standard Billing Rate - 2027**	
		$375.00	**$293.00**	**$221.00**	**$155.00**	**$177.00**	**$144.00**	**$188.00**	**$282.00**	**$188.00**	**$233.00**	**$155.00**	**$117.00**	**Standard Billing Rate - 2028**	
		$105.70	$76.92	$57.69	$40.05	$44.36	$31.55	$49.39	$74.09	$49.46	$74.19	$38.94	$30.00	Cost Billing Rate - 2026	
		$111.00	**$81.00**	**$61.00**	**$43.00**	**$47.00**	**$34.00**	**$52.00**	**$78.00**	**$52.00**	**$78.00**	**$41.00**	**$32.00**	**Cost Billing Rate - 2027**	
PHASE 8 - BIDDING ASSISTANCE															
Phase 8 - Labor															
8.1	Final Project Manual		4	12								8		24	$ 4,812.00
8.2	Final Plans		4	16	32	16	12							80	$ 13,512.00
8.3	Bid Set Engineer's Estimate		2	6	6							1		15	$ 2,847.00
8.4	QC Review Bid Set		12											12	$ 3,348.00
8.5	QC Revisions		2	12	16	8	8					4		50	$ 8,458.00
8.6	QA Review Bid Set	12												12	$ 4,284.00
8.7	QA Revisions		2	12	16	8	8					4		50	$ 8,458.00
8.8	Bid Set Submittal/Authority to Advertise		4	2	2							2		10	$ 2,124.00
8.9	Bid Advertisement		1									10		11	$ 1,749.00
8.10	Pre-Bid Outreach		4	8	15							4		31	$ 5,589.00
8.11	Pre-Bid Conference	16	10	4	6							2		38	$ 10,518.00
8.12	Contractor Questions/Addenda	2	4	8	10	4	6					4		38	$ 7,062.00
8.13	Bid Opening	1	1									2		4	$ 930.00
8.14	Bid Analysis		4	6	2							2		14	$ 2,964.00
8.15	Bid Tabulation			2	4							1		7	$ 1,155.00
8.16	Recommendation of Award		2	2	2							1		7	$ 1,419.00
8.17	Funding Allocation	2	4	2								2		10	$ 2,544.00
8.18	Notice of Award		1	1								4		6	$ 1,077.00
8.19	Coordination		4	4	4							4		16	$ 3,132.00
													Subtotal Phase 8 Labor:	**435**	**$ 85,982.00**
Phase 8 - Reimbursable Expenses															
	Vehicle Travel (Per Mile)	780	110												$ 676.40
	Lodging (Per Night)	1													$ 125.00
	Per Diem (Per Day)	1													$ 68.00
													Subtotal Phase 8 Reimbursables:		**$ 869.40**
Phase 8 - Subconsultants															
	NA														
													Subtotal Phase 8 Subconsultants:		**$ -**
PHASE 8 - BIDDING ASSISTANCE SUBTOTAL		**33**	**65**	**97**	**115**	**36**	**34**	**0**	**0**	**0**	**0**	**55**	**0**	**435**	**$ 86,851.40**

Laramie Regional Airport
Apron Reconstruction - Phase 3
Labor Worksheet

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis
October 26, 2026

Direct Expenses	Cost
Vehicle Travel (Per Mile)	$ 0.76
Air Travel (Per Flight - GEG -> DEN)	$ 550.00
Lodging (Per Night)	$ 125.00
Per Diem (Per Day)	$ 68.00

Phase	Description	Personnel Hourly													Fee
		CSM	PM	PE	SE	CAD Mgr	CD Tech	Senior RPR	Senior RPR OT	RPR	RPR OT	PC	PA	Rate Schedule	
		$340.00	$265.00	$200.00	$140.00	$160.00	$130.00	$170.00	$255.00	$170.00	$210.00	$140.00	$105.00	Standard Billing Rate - 2026	
		$357.00	**$279.00**	**$210.00**	**$147.00**	**$168.00**	**$137.00**	**$179.00**	**$268.00**	**$179.00**	**$221.00**	**$147.00**	**$111.00**	**Standard Billing Rate - 2027**	
		$375.00	**$293.00**	**$221.00**	**$155.00**	**$177.00**	**$144.00**	**$188.00**	**$282.00**	**$188.00**	**$233.00**	**$155.00**	**$117.00**	**Standard Billing Rate - 2028**	
		$105.70	$76.92	$57.69	$40.05	$44.36	$31.55	$49.39	$74.09	$49.46	$74.19	$38.94	$30.00	Cost Billing Rate - 2026	
		$111.00	**$81.00**	**$61.00**	**$43.00**	**$47.00**	**$34.00**	**$52.00**	**$78.00**	**$52.00**	**$78.00**	**$41.00**	**$32.00**	**Cost Billing Rate - 2027**	
PHASE 9A - CONSTRUCTION ADMINISTRATION 2027															
Phase 9A - Labor															
9.1A	Prepare Construction Project Manual		2	4								6		12	$ 652.00
9.2A	Prepare Construction Plan Set		2	4	6	4	6							22	$ 1,056.00
9.3A	Pre-Construction Startup							24		24				48	$ 2,496.00
9.4A	Review Contractor Quality Control Program (CQCP)		2					6		4				12	$ 682.00
9.5A	Contractor Quality Control Program (CQCP) Workshop	1	1					1		1				4	$ 296.00
9.6A	Construction Management Program		2	4				16		12				34	$ 1,862.00
9.7A	Pre-Construction Conference	14	5	4				16		14				53	$ 3,763.00
9.8A	Pre-Paving Meeting (First Construction Season)	14	5	4				2		2				27	$ 2,411.00
9.11A	Review Contractor's Submittals			8				32		16				56	$ 2,984.00
9.12A	Resident Project Representative							416	138	644	210			1408	$ 82,264.00
9.13A	Office Administration	12	58	24								29		123	$ 8,683.00
9.14A	Weekly Construction Meetings		72											72	$ 5,832.00
9.15A	Monthly Site Visits	64												64	$ 7,104.00
9.16A	Change Orders/Supplemental Agreements	2	8	16	12	16	12					6		72	$ 3,768.00
9.17A	Design Support During Construction			16	16									32	$ 1,664.00
9.18A	Contractor's Monthly Pay Request		5	20								5		30	$ 1,830.00
9.19A	Wage and EEO Review											36		36	$ 1,476.00
9.20A	Review of Weekly Inspection Reports		12									4		16	$ 1,136.00
9.21A	Winter Shutdown Monitoring	5	10	20	15			16		16		20		102	$ 5,714.00
9.22A	P-501 Acceptance Testing														$ -
9.23A	Geotechnical Engineer														$ -
9.24A	Substantial Completion Inspections	16	6	1								1		24	$ 2,364.00
													Subtotal Direct Labor	***2247***	***$ 138,037.00***
													Indirect Labor (Overhead Rate)	***168.44%***	***$ 232,508.14***
													Fixed Fee		***$ 92,636.29***
													Subtotal Phase 9A Labor:	**2247**	**$ 463,181.43**
Phase 9A - Reimbursable Expenses															
	Vehicle Travel (Per Mile)	5460	1650					3440		12300					$ 17,366.00
	Air Travel (Per Flight - GEG -> DEN)							10							$ 5,500.00
	Lodging (Per Night)	7						47		71					$ 15,625.00
	Per Diem (Per Day)	7						47		71					$ 8,500.00
													Subtotal Phase 9A Reimbursables:		**$ 46,991.00**
Phase 9A - Subconsultants															
	Geotechnical Engineer														$ 18,550.00
	P-501 Acceptance Testing														$ 57,860.00
													Subtotal Phase 9A Subconsultants:		**$ 76,410.00**
PHASE 9A - CONSTRUCTION ADMINISTRATION 2027 SUBTOTAL		**128**	**190**	**125**	**49**	**20**	**18**	**529**	**138**	**733**	**210**	**107**	**0**	**2247**	**$ 586,582.43**

Laramie Regional Airport
Apron Reconstruction - Phase 3
Labor Worksheet

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis
October 26, 2026

Direct Expenses	Cost
Vehicle Travel (Per Mile)	$ 0.76
Air Travel (Per Flight - GEG -> DEN)	$ 550.00
Lodging (Per Night)	$ 125.00
Per Diem (Per Day)	$ 68.00

Phase	Description	Personnel Hourly													Fee
		CSM	PM	PE	SE	CAD Mgr	CD Tech	Senior RPR	Senior RPR OT	RPR	RPR OT	PC	PA	Rate Schedule	
		$340.00	$265.00	$200.00	$140.00	$160.00	$130.00	$170.00	$255.00	$170.00	$210.00	$140.00	$105.00	Standard Billing Rate - 2026	
		$357.00	**$279.00**	**$210.00**	**$147.00**	**$168.00**	**$137.00**	**$179.00**	**$268.00**	**$179.00**	**$221.00**	**$147.00**	**$111.00**	**Standard Billing Rate - 2027**	
		$375.00	**$293.00**	**$221.00**	**$155.00**	**$177.00**	**$144.00**	**$188.00**	**$282.00**	**$188.00**	**$233.00**	**$155.00**	**$117.00**	**Standard Billing Rate - 2028**	
		$105.70	$76.92	$57.69	$40.05	$44.36	$31.55	$49.39	$74.09	$49.46	$74.19	$38.94	$30.00	Cost Billing Rate - 2026	
		$111.00	**$81.00**	**$61.00**	**$43.00**	**$47.00**	**$34.00**	**$52.00**	**$78.00**	**$52.00**	**$78.00**	**$41.00**	**$32.00**	**Cost Billing Rate - 2027**	
PHASE 9B - CONSTRUCTION ADMINISTRATION 2028															
Phase 9B - Labor															
9.9B	Post Winter Shutdown Meeting	16	6					16		6				44	$ 3,598.00
9.10B	Pre-Paving Meeting (Second Construction Season)	14	5	4				2		2				27	$ 2,548.00
9.11B	Review Contractor's Submittals			8				32		16				56	$ 3,160.00
9.12B	Resident Project Representative							408	135	636	207			1386	$ 85,464.00
9.13B	Office Administration	12	57	24								29		122	$ 9,142.00
9.14B	Weekly Construction Meetings		72											72	$ 6,192.00
9.15B	Monthly Site Visits	48												48	$ 5,616.00
9.16B	Change Orders/Supplemental Agreements	2	4	8	6	8	6					3		37	$ 2,122.00
9.17B	Design Support During Construction			16	16									32	$ 1,776.00
9.18B	Contractor's Monthly Pay Request		5	20								5		30	$ 1,950.00
9.19B	Wage and EEO Review											36		36	$ 1,584.00
9.20B	Review of Weekly Inspection Reports		12									4		16	$ 1,208.00
9.24B	Substantial Completion Inspections	32	12	2								2		48	$ 4,994.00
9.25B	Final Completion Inspection	16	6	2								2		26	$ 2,606.00
													Subtotal Direct Labor	***1980***	***$ 131,960.00***
													Indirect Labor (Overhead Rate)	***168.44%***	***$ 222,272.10***
													Fixed Fee		***$ 88,558.03***
													Subtotal Phase 9B Labor:	**1980**	**$ 442,790.13**
Phase 9B - Reimbursable Expenses															
	Vehicle Travel (Per Mile)	7020	1870					2020		5670					$ 12,600.80
	Air Travel (Per Flight - GEG -> DEN)							10							$ 5,500.00
	Lodging (Per Night)							46		70					$ 14,500.00
	Per Diem (Per Day)							46		70					$ 7,888.00
													Subtotal Phase 9B Reimbursables:		**$ 40,488.80**
Phase 9B - Subconsultants															
	NA														
													Subtotal Phase 9B Subconsultants:		**$ -**
PHASE 9B - CONSTRUCTION ADMINISTRATION 2028 SUBTOTAL		**140**	**179**	**84**	**22**	**8**	**6**	**458**	**135**	**660**	**207**	**81**	**0**	**1980**	**$ 483,278.93**
PHASE 10 - CLOSEOUT															
Phase 10 - Labor															
10.1	Final Closeout Report		4	10				20		20		40		94	$ 17,102.00
10.2	Compilation of Materials Testing Results							16		24				40	$ 7,520.00
10.3	Engineering Record Drawings		4	8	8	12	16	4						52	$ 9,360.00
10.4	ALP Revisions													0	$ -
10.5	Sponsor Assistance		5	10								20		35	$ 6,775.00
													Subtotal Phase 10 Labor:	**221**	**$ 40,757.00**
Phase 10 - Reimbursable Expenses															
	Vehicle Travel (Per Mile)														$ -
	Lodging (Per Night)														$ -
	Per Diem (Per Day)														$ -
													Subtotal Phase 10 Reimbursables:		**$ -**
Phase 10 - Subconsultants															
	NA														
													Subtotal Phase 10 Subconsultants:		**$ -**
PHASE 10 - CLOSEOUT SUBTOTAL		**0**	**13**	**28**	**8**	**12**	**16**	**40**	**0**	**44**	**0**	**60**	**0**	**221**	**$ 40,757.00**

Laramie Regional Airport
Apron Reconstruction - Phase 3
Labor Worksheet

AIP # 3-56-0017-053-2026/54-2027/55-2027
Exhibit B
Basis of Cost Analysis
October 26, 2026

Direct Expenses	Cost
Vehicle Travel (Per Mile)	$ 0.76
Air Travel (Per Flight - GEG -> DEN)	$ 550.00
Lodging (Per Night)	$ 125.00
Per Diem (Per Day)	$ 68.00

Phase	Description	Personnel Hourly													Fee
		CSM	PM	PE	SE	CAD Mgr	CD Tech	Senior RPR	Senior RPR OT	RPR	RPR OT	PC	PA	Rate Schedule	
		$340.00	$265.00	$200.00	$140.00	$160.00	$130.00	$170.00	$255.00	$170.00	$210.00	$140.00	$105.00	Standard Billing Rate - 2026	
		$357.00	**$279.00**	**$210.00**	**$147.00**	**$168.00**	**$137.00**	**$179.00**	**$268.00**	**$179.00**	**$221.00**	**$147.00**	**$111.00**	**Standard Billing Rate - 2027**	
		$375.00	**$293.00**	**$221.00**	**$155.00**	**$177.00**	**$144.00**	**$188.00**	**$282.00**	**$188.00**	**$233.00**	**$155.00**	**$117.00**	**Standard Billing Rate - 2028**	
		$105.70	$76.92	$57.69	$40.05	$44.36	$31.55	$49.39	$74.09	$49.46	$74.19	$38.94	$30.00	Cost Billing Rate - 2026	
		$111.00	**$81.00**	**$61.00**	**$43.00**	**$47.00**	**$34.00**	**$52.00**	**$78.00**	**$52.00**	**$78.00**	**$41.00**	**$32.00**	**Cost Billing Rate - 2027**	
PHASE 11A - GRANT ADMINISTRATION/DBE SERVICES 2027															
Phase 11A - Labor															
11.1A	Assist the Sponsor With Grant Administration Tasks	0	9	0	0	0	0	8	0	0	0	47	0	64	$ 10,852.00
11.1.1A	Prepare Grant Application		2									12		14	
11.1.2A	Assist with Required Certifications											2		2	
11.1.3A	Assist with Annual SF 271 and SF 425											4		4	
11.1.4A	Assist with Quarterly Performance Reports							8				8		16	
11.1.5A	Provide Periodic Project Budget Updates		5									5		10	
11.1.6A	Prepare Request for Reimbursement		2									16		18	
11.2A	Provide Services Related to Federal Disadvantage Business Enterprise Requirements	0	0	0	0	0	0	0	0	0	0	20	0	20	$ 2,940.00
11.2.1A	Three- Year DBE Goal Development											15		15	
11.2.2A	Assist with DBE Annual Reporting											5		5	
												Subtotal Phase 11A Labor:		**168**	**$ 13,792.00**
Phase 11A - Reimbursable Expenses															
	Vehicle Travel (Per Mile)														$ -
	Lodging (Per Night)														$ -
	Per Diem (Per Day)														$ -
												Subtotal Phase 11A Reimbursables:			**$ -**
Phase 11A - Subconsultants															
	NA														
												Subtotal Phase 11A Subconsultants:			**$ -**
PHASE 11A - GRANT ADMINISTRATION/DBE SERVICES 2027 SUBTOTAL		**0**	**18**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**134**	**0**	**168**	**$ 13,792.00**
PHASE 11B - GRANT ADMINISTRATION/DBE SERVICES 2028															
Phase 11B - Labor															
11.1B	Assist the Sponsor With Grant Administration Tasks	0	7	0	0	0	0	8	0	0	0	33	0	48	$ 8,670.00
11.1.3B	Assist with Annual SF 271 and SF 425											4		4	
11.1.4B	Assist with Quarterly Performance Reports							8				8		16	
11.1.5B	Provide Periodic Project Budget Updates		5									5		10	
11.1.6B	Prepare Request for Reimbursement		2									16		18	
11.2B	Provide Services Related to Federal Disadvantage Business Enterprise Requirements	0	0	0	0	0	0	0	0	0	0	5	0	5	$ 775.00
11.2.2B	Assist with DBE Annual Reporting											5		5	
												Subtotal Phase 11B Labor:		**106**	**$ 9,445.00**
Phase 11B - Reimbursable Expenses															
	Vehicle Travel (Per Mile)														$ -
	Lodging (Per Night)														$ -
	Per Diem (Per Day)														$ -
												Subtotal Phase 11B Reimbursables:			**$ -**
Phase 11B - Subconsultants															
	NA														
												Subtotal Phase 11B Subconsultants			**$ -**
PHASE 11B - GRANT ADMINISTRATION/DBE SERVICES 2028		**0**	**14**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**76**	**0**	**106**	**$ 9,445.00**
Subtotal, Phases 7-8 & 10-11 (Lump Sum)		**202**	**362**	**162**	**129**	**48**	**50**	**72**	**0**	**44**	**0**	**352**	**26**	**1447**	**$ 301,672.00**
Subtotal, Phase 9 (Cost-Plus Fixed Fee)		**268**	**369**	**209**	**71**	**28**	**24**	**987**	**273**	**1393**	**417**	**188**	**0**	**4227**	**$ 1,069,861.36**
TOTAL, PHASES 7-11		**470**	**731**	**371**	**200**	**76**	**74**	**1059**	**273**	**1437**	**417**	**540**	**26**	**5674**	**$ 1,371,533.36**

APPENDIX B – FEDERAL CONTRACT PROVISIONS (UPDATED MARCH 17, 2026)

Attached are the updated FAA Federal Contract Provisions. These provisions will serve as the governing FAA Federal Contract Provisions for this task order and for all future task orders completed under the Master Service Agreement.

APPENDIX B – FEDERAL CONTRACT PROVISIONS

The following are federally mandated contract provisions provided and required by the Federal Aviation Administration (FAA). Provisions available here; Procurement and Contracting Under AIP – Federal Contract Provisions (faa.gov), are dated March 17, 2026. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

A1 ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Consultant* or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 NOT REQUIRED

A4 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI List of Pertinent Nondiscrimination Acts and Authorities
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:

- 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 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including 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 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).Compliance with Nondiscrimination Requirements: 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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including 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 Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, 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 Sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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 Sponsor or the Federal

Aviation Administration 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed $150,000.

A7 NOT REQUIRED

A8 NOT REQUIRED

A9 NOT REQUIRED

A10 DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Consultant, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13) –

The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The prime consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime consultant receives from the Owner. The prime consultant agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Riverton. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The prime consultant must not terminate a DBE subconsultant listed in response to the Notice Inviting Bids (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime consultant seeks to perform work originally designated for a DBE subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent of the Owner. Unless Owner consent is provided, the prime consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE five days to respond to the prime consultant's notice and advise Owner and the consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 NOT REQUIRED

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 NOT REQUIRED

A19 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 NOT REQUIRED

A21 TAX DELINQUENCY AND FELONY CONVICTIONS
CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is not a corporation that 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.

2) The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

A22 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided 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 compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in

the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.
(b) The Russian Federation.
(c) The Islamic Republic of Iran.
(d) The Democratic People's Republic of Korea.
(e) The Bolivarian Republic of Venezuela.
(f) The Republic of Cuba.
(g) Any other country the Secretary determines necessary.

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.