

Contract #: 253187

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Department: Wyoming Department of Transportation,
Highway Safety

Agency Contact: Pounds, Kaitamaria
(WYDOT)

Phone: 307-777-4272

Other Agency Contact:

**WYOMING ATTORNEY
GENERAL'S OFFICE**

JAN 28 2026

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

Client Comments:

**WYOMING ATTORNEY
GENERAL'S OFFICE**

FEB 02 2026

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

Contractor/Vendor Name: Converse County

Contract Title: HRRR Rumble Strips and
Pavement Markings

Contract Type: Grant Agreement - Federal

**WYOMING ATTORNEY
GENERAL'S OFFICE**

FEB 05 2026

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

Contract Amount: 107239.0000

Contract Effective Date:

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

Status: Attorney Review Complete

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

Assigned Attorney: Nick Garcia

**FISCAL YEAR (FY) 2026
HIGH RISK RURAL ROADS PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY OFFICE
AND CONVERSE COUNTY, PROJECT HR26202 &HR26203**

1. **Parties.** The parties to this Subrecipient Agreement (Agreement) are the Wyoming Department of Transportation, Highway Safety Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3310, and Converse County (Subrecipient), whose address is: 107 North 5th Street, Suite 114, Douglas, Wyoming 82633.
2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming High Risk Rural Roads (HRRR) Program (Project).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2026, or the Effective Date, whichever is later (Term Start Date) through December 31, 2027. The Subrecipient's Budget Period is from the Term Start Date through September 30, 2027. The Period of Performance is from the Term Start Date through December 31, 2027, and shall allow ninety (90) days for Project closeout beyond completion of physical work on the Project. Project work shall commence upon receipt of a Notice to Proceed. However, the parties agree that the maintenance responsibilities described in Section 5(L) are indefinite.
4. **Project Funding.**
 - A. The Project has a total estimated cost of one hundred nine thousand five hundred dollars (\$109,500.00) (including local cost share), as described in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference. Federal funding for this Project shall not exceed ninety nine thousand eighty-six dollars (\$99,086.00). In accordance with WYDOT's policies, a program cost share requirement of ninety and forty-nine hundredths percent (90.49%) federal share and nine and fifty-one hundredths percent (9.51%) local share of the Project costs shall apply. Project costs exceeding the total estimated Project costs shall be borne by the Subrecipient.
 - B. Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this at a ninety and forty-nine hundredths percent/nine and fifty-one hundredths percent (90.49%/9.51%) cost share ratio and must remain within the total Project cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Special Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) DBE Requirements.

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

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

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

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

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

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

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

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

8. General Provisions.

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

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

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

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

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

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

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

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


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

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

ATTEST:	WYOMING DEPARTMENT OF TRANSPORTATION:
<hr/>	<hr/>
Caitlin Casner, Secretary Transportation Commission of Wyoming	Brian Olsen, P.E., Assistant Chief Engineer, Engineering and Planning
	<hr/>
	Date

ATTEST:	CONVERSE COUNTY:
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Print Name, Title	Print Name, Title
	<hr/>
	Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

	<u>2/5/26</u>
Nicholas T. Garcia, Assistant Attorney General	Date