

# GRAND JUNCTION REGIONAL AIRPORT



**C O L O R A D O**  
**AIRPORT of the YEAR**

**BOARD PACKET**

**January 17, 2023**

**Grand Junction Regional Airport Authority**



**Date:** January 17, 2023

**Location:**

GRAND JUNCTION REGIONAL AIRPORT  
2828 WALKER FIELD DRIVE  
GRAND JUNCTION, CO 81506  
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM

**or**

Electronic Meeting

Link: <https://us02web.zoom.us/j/82348031581?pwd=dDJncW83TOV5MTh2ZUJEMXZHUTZMQT09>

Time: 11:30 AM

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**REGULAR MEETING AGENDA**

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**I. Call to Order**

**II. Pledge of Allegiance**

**III. Approval of Agenda**

**IV. Commissioner Comments**

**V. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (boardclerk@gjairport.com) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

**VI. Consent Agenda**

- A. December 13, 2022 Meeting Minutes \_\_\_\_\_ 1
  - Approve the December 13, 2022 Board Meeting Minutes.

**VII. Action**

- A. Resolution No. 2023-001 – Designating the Location for the Posting of Notice of Meetings for 2023 \_\_\_\_\_ 2

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*January 17, 2023*

- Adopt Resolution No. 2023-001 Designating the Location for the Posting of the Notice of Meetings in accordance with Colorado Revised Statute Section 24-6-402(2)(C) and Section 41-3-105(5)(a).
- B. 2023 Officer and Committee Appointments \_\_\_\_\_ 3
  - Approval of 2023 Officer and Committee Appointments
- C. Resolution No. 2023-002 –Participation in the Colorado Local Government Liquid Asset Trust \_\_\_\_\_ 4
  - Adopt Resolution No. 2023-002 Authorizing Participation in the Colorado Local Government Liquid Asset Trust (COLOTRUST).
- D. Recommendation of Award Runway 11/29 Replacement Engineer \_\_\_\_\_ 5
  - Select Mead & Hunt to provide Runway 11/29 Replacement Engineering Services and authorize Executive Director to execute a five-year agreement.
- E. Recommendation of Award Airport On-Call Engineering Services \_\_\_\_\_ 6
  - Select Garver to provide Airport On-Call Engineering Services and authorize Executive Director to execute a five-year agreement with Garver.
- F. 2023 Airport Improvement Program Supplemental Funding Grant Applications \_\_\_\_\_ 7
  - Approve the two Airport Improvement Program Supplemental Funding grant applications and authorize the Executive Director to sign and submit the applications to the Federal Aviation Administration (FAA).

**VIII. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Shelagh Flesch) \_\_\_\_\_ 8
- C. Capital Improvement Plan Update (Colin Bible)

**IX. Any other business which may come before the Board**

**X. Adjournment**



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**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
December 13, 2022

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**REGULAR BOARD MEETING**

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**I. Call to Order**

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on December 13, 2022 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b> Tom Benton (Chairman) Clay Tufly (Vice Chairman) Ron Velarde Thaddeus Shrader Rick Taggart</p> <p><b><u>Airport Staff:</u></b> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Dylan Heberlein Cameron Reece (Clerk)</p>	<p><b><u>Guests:</u></b> Jeremy Lee, Mead and Hunt Brad Rolf, Mead and Hunt Josh Cohn, InterVISTAS Steven Derengowski, InterVISTAS Allison Thomas, Garver Colin Bible, Garver Austin Rankin, Mead and Hunt</p>
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**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner Velarde made a motion to approve the December 13, 2022 Board Agenda. Commissioner Taggart seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes, and Commissioner Taggart, yes. The motion carries.*

**IV. Commissioner Comments**

*Commissioner Taggart Commented that this is his last meeting as a commissioner. Commissioner Taggart mentioned some of great changes he has seen for the 5-6 years of being on the Authority*

*Board. Commissioner Taggart said he is going to miss being on the board and will continue to do whatever he can to help this airport and other airports across the state.*

*Commissioner Benton commented about Commissioner Taggart's longevity and involvement in the board and was instrumental in getting to where the airport is today. Commissioner Benton thanked Commissioner Taggart for all of his time being a valuable Board Commissioner as well as the stability and leadership he brought to the board.*

**V. Citizen Comments**

*No Citizen Comments were made*

**VI. Consent Agenda**

**A. November 15, 2022 Meeting Minutes**

*Approval of November 15, 2022 Board Meeting Minutes*

**B. November 29, 2022 Meeting Minutes**

*Approval of November 29, 2022 Special Board Meeting Minutes*

**C. Asset Disposal**

*Approve the disposal of one asset and authorize the Executive Director or her designee to negotiate a disposal method on behalf of the Airport that brings the highest and best value to the airport.*

*Commissioner Taggart made a motion to approve the Consent Agenda. Commissioner Velarde seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes, and Commissioner Taggart, yes. The motion carries.*

**VII. Action**

**A. 2023 Grant Applications**

*Approve the four 2023 Airport Improvement Program grant applications for the Runway 12/30 replacement program and Taxiway Rehabilitation Design and authorize the Executive Director to sign and submit the applications to the Federal Aviation Administration (FAA).*

*Commissioner Velarde made a motion to approve the four 2023 Airport Improvement Program grant applications for the Runway 12/30 replacement program and Taxiway Rehabilitation Design and authorize the Executive Director to sign and submit the applications to the Federal Aviation Administration (FAA). Commissioner Taggart seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes, and Commissioner Taggart, yes. The motion carries.*

**B. Resolution No. 2022-006: Delegation of Authority**

Adopt Resolution No. 2022-006: Resolution of the Board of Commissioners Regarding Delegation of Authority.

*Commissioner Velarde made a motion to Adopt Resolution No. 2022-006: Resolution of the Board of Commissioners Regarding Delegation of Authority. Commissioner Taggart seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes, and Commissioner Taggart, yes. The motion carries.*

**C. Resolution No. 2022-007: Rates and Charges**

Adopt Resolution No. 2022-007: Rates and Charges, effective January 1, 2023.

*Commissioner Velarde made a motion to Adopt Resolution No. 2022-007: Rates and Charges, effective January 1, 2023. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes, and Commissioner Taggart, yes. The motion carries.*

**VIII. Discussion**

- A. Airport Development Plan Presentation – InterVISTAS
- B. 2023 Officer & Committee Appointments
- C. 2023 Draft Board Meeting Calendar
- D. Airline Use & Lease Agreement Update

**IX. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- ~~B. Finance and Activity Report (Shelagh Flesch)~~
- C. Capital Improvement Plan Update (Colin Bible)

**X. Any other business which may come before the Board**

**XI. Adjournment**

The meeting adjourned at approximately 6:32pm

*Audio recording of the complete meeting can be found at [https://qjairport.com/Board Meetings](https://qjairport.com/Board_Meetings)*

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Tom Benton, Board Chairman

**ATTEST:**

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Cameron Reece, Clerk to the Board

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Resolution No. 2023-001 – Designating the Location for the Posting of Notice of Meetings for 2023
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2023-001 Designating the Location for the Posting of the Notice of Meetings in accordance with Colorado Revised Statute Section 24-6-402(2)(C) and Section 41-3-105(5)(a).
SUMMARY:	<p>Colorado Revised Statute 24-6-402(2)(C) states any meetings at which Commissioners attend where a quorum of the body is in attendance shall have a public posting. The public place or places for posting such notice shall be designated annually at the GJRAA first regular meeting of each calendar year.</p> <p>The resolution designates the location for posting of meeting notices and identifies the local newspaper to be used as the official newspaper of the authority for publications.</p> <p>The proposed meeting calendar is also attached for public notice and reference for the planned meetings of the Authority in 2023.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	None
ATTACHMENTS:	<ol style="list-style-type: none"><li>1. Resolution 2023-001</li><li>2. Proposed Board Meeting Calendar 2023</li></ol>
STAFF CONTACT:	Angela Padalecki 970-248-8588 <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a>

## GRAND JUNCTION REGIONAL AIRPORT

### RESOLUTION NO. 2023-001

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A Resolution of the Grand Junction Regional Airport Authority  
Designating the Location for the Posting of the Notice of Meetings

#### **Recitals.**

The Grand Junction Regional Airport Authority is a "local public body" as defined in C.R.S. §24-6-402 (1) (a).

The Grand Junction Regional Airport Authority holds meetings to discuss public business. Regular scheduled Board Meetings take place on the third Tuesday of every month at 11:30am. Additional meetings and workshops are scheduled as necessary.

C.R.S. § 24-6-402(2)(c) requires a local public body to annually designate where the notices for meeting will be posted. Specifically, C.R.S. § 24-6-402(2)(c) states that “[t]he public place or places for posting such notices shall be designated annually at the local public body’s first regular meeting of each calendar year.” Colorado’s Public Airport Authority Law, at C.R.S. § 41-3-105(5)(a), states that “notice of time and place designated for all regular meetings shall be posted in at least three places within each municipality and county forming a part of the authority if created by the formation of a combination, and, in addition, one such notice shall be posted, irrespective of the procedure under which the authority is created, in the county courthouse in the county wherein the airport is located and in the county creating the authority.”

C.R.S. § 41-3-105(5)(i), states that the board has the power to “appoint an official newspaper in the state to be used for official publications of the authority; but nothing in this section shall prevent the board from directing publication in additional newspapers or other periodicals which public necessity may so require or indicate.”

#### **BE IT RESOLVED BY THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY THAT:**

1. The Notice of Meetings for the local public body shall be posted on the notice board at the Grand Junction Regional Airport Terminal Building, 2828 Walker Field Drive, third floor, Grand Junction, Colorado, 81506.
2. The Notice of Meeting for the local public body shall be posted at the City of Grand Junction office located at 250 N 5<sup>th</sup> St, Grand Junction, Colorado, 81501.
3. The Notice of Meeting for the local public body shall be posted at the Mesa County Administrative offices located at 544 Rood Ave, Grand Junction, Colorado, 81501.
4. The Notice of Meetings for the local public body shall be posted on the Grand Junction Regional Airport website, [www.gjairport.com/Board\\_Meetings](http://www.gjairport.com/Board_Meetings)
5. The Daily Sentinel in Grand Junction is appointed as the official newspaper of the Authority to be used for official publications of the Authority.





# 2023

## Grand Junction Regional Airport Authority

January						
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						31

- GJRAA Board Workshop
- GJRAA Board Meeting
- Joint Agency Meeting (City / County / GJRAA) Fall Date TBD



## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	2023 Officer & Committee Appointments		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECCOMENDATION:	Elect the 2023 Officers and appoint committees in accordance with the bylaws of the Authority.		
SUMMARY:	<b>Bylaws and Rules of the Grand Junction Regional Airport Authority</b>  <b>ARTICLE IV: Officers and Committees</b> 4.1. <u>OFFICERS</u> . The officers of the Authority shall be the Chairman, Vice Chairman, Clerk and Treasurer. The same person may not hold two (2) offices.  4.1.1 <u>CHAIRMAN</u> . The Chairman shall preside over all meetings of the Board and shall exercise such authority as is duly conferred upon him or her, from time to time, by the Board. He or she shall sign, either by manual or facsimile signature, together with the Clerk, any leases, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, provided however, that the Board may delegate the Chairman's authority over certain routine matters to the Executive Director, to the extent not prohibited by law.  4.1.2. <u>VICE CHAIRMAN</u> . In the absence of the Chairman or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all of the powers of the Chairman.  4.1.3. <u>TREASURER</u> . The Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.  4.1.4. <u>CLERK</u> . The Clerk shall keep the minutes of the meetings of the Board; maintain a book of resolutions and inform the Board of any resolutions that are set to expire; be custodian of the corporate records and the Seal of the Authority; affix the Seal of the Authority to documents where the Seal is required; and perform all other duties incident to the office.  4.2 <u>ELECTION OR APPOINTMENT AND TERM</u> . The Chairman and Vice Chairman shall be elected from the members of the Board at the first regular meeting in January of each calendar year, and they shall hold office until their successors have been duly elected. The Board shall appoint a Clerk and Treasurer. The Clerk and Treasurer need not be members of the Board, and such positions shall continue in office at the pleasure of the Board.  4.3. <u>REMOVAL</u> . Any officer may be removed by an affirmative vote of a majority of Directors.  4.4. <u>VACANCY</u> . A vacancy in any office may be filled by the Board for the unexpired portion of the term.		

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<b>Position:</b>	<b>Currently Held by:</b>	<b>Nomination:</b>
Chairman	Tom Benton	
Vice Chairman	Clay Tufly	
Interim Treasurer	Shelagh Flesch	
Clerk	Cameron Reece	

4.5. COMMITTEES OF THE BOARD. There shall be the following Standing Committees: (i) the Executive Committee, consisting of the Chairman and Vice Chairman; and (ii) the Finance and Audit Committee, consisting of such Commissioners and other persons as shall be determined by the Chairman. The Board shall adopt a charter for each Standing Committee. The Chairman may also create and appoint any other Ad Hoc Committees from time to time to address specific concerns of the Authority. Committees may be composed of Commissioners and/or non-Commissioners as the Board deems advisable. All committees shall report directly to the Board.

The Chairman shall appoint a Committee Chair for each committee. Meetings of any committee are to be called by the Committee Chair.

**Executive Committee:**

<b>Position:</b>	<b>Currently Held by:</b>	<b>Nomination:</b>
Chairman	Tom Benton	
Vice Chairman	Clay Tufly	

**Finance and Audit Committee:**

<b>Position:</b>	<b>Currently Held by:</b>	<b>Nomination:</b>
Chairman	Clay Tufly	
Commissioner	Ron Velarde	
Member	Drew Armstrong	
Member	Sarah Menge	

Commissioner	Appointing Authority	Term Exp.	Term Limit
Tom Benton	Mesa County	4/3/2025	0 Terms Remaining
Erling Brabaek	City of GJ	5/1/2023	1 Term Remaining
Randall Reitz	City of GJ (Council)	1/4/2024	1 Term Remaining
Linde Marshall	At-Large	2/1/2025	1 Term Remaining
Clay Tufly	Mesa County	5/1/2023	1 Term Remaining
Thaddeus Shrader	City of GJ	6/30/2025	0 Terms Remaining
Ron Velarde	Mesa County	4/18/2024	1 Term Remaining

REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	N/A
ATTACHMENTS:	N/A
STAFF CONTACT:	Angela Padalecki 970-248-8588 <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a>

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Participation in the Colorado Local Government Liquid Asset Trust		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECCOMENDATION:	Adopt Resolution No. 2023-002 Authorizing Participation in the Colorado Local Government Liquid Asset Trust (COLOTRUST)		
SUMMARY:	<p>Rising interest rates present an opportunity for the Airport to generate additional investment income from its cash balances. Historically Airport cash has been held in the Airport checking account or one of the Airport savings accounts, all of which are held by Home Loan State Bank.</p> <p>The Airport is in the middle of a \$200 million Capital Improvement Program and the Airport has built up substantial cash reserves in preparation. While most projects are primarily grant funded, they typically require a matching portion of at least 10%. Further, the grant programs are reimbursement programs, and as a result require the Airport to maintain high levels of liquidity and cash balances to maintain healthy cash flow while contractors are paid, and the Airport is awaiting reimbursement from the FAA. Current Airport cash balances are over \$18 million.</p> <p>Staff recommend joining COLOTRUST and holding some portion of cash reserves there to maximize interest income for the Airport. Current interest rates with COLOTRUST are 4.5%, versus 0.80% in the Airport's money market savings account. A resolution of the Board is required to join COLOTRUST and the proposed resolution for this action item follows the sample provided by COLOTRUST.</p> <p>COLOTRUST was established in 1985 to allow Colorado local governments to pool their funds to take advantage of short-term investments and maximize interest earnings in a manner that is safe and in compliance with applicable law. It is available to local governments in the state of Colorado, and the GJRAA is eligible for participation. COLOTRUST holds over \$12 billion in assets with many local governments in Colorado participating. They're rated AAAM by S&amp;P. There are no fees for participation, no minimum balance requirements, no fees for transactions, and no limits on the number of transactions. The PLUS+ program, which staff feels is most appropriate for Airport Revenues, is a stable \$1.00 NAV local government investment pool. Interest is compounded daily, same-day fund transfers are available, and interest rates are very competitive, as they closely follow the overnight federal funds rate.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Additional \$450,000 in interest income in 2023 (based on current interest rates)		
ATTACHMENTS:	N/A		
STAFF CONTACT:	Angela Padalecki 970-248-8588 <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a>		

**RESOLUTION NO. 2023-02**  
**RESOLUTION OF THE BOARD OF COMMISSIONERS**  
**AUTHORIZING PARTICIPATION IN THE**  
**COLORADO LOCAL GOVERNMENT LIQUID ASSET TRUST**

**WHEREAS**, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

**WHEREAS**, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-106(1)(l)), authorizes GJRAA “To invest any surplus money in the treasury of the authority including such money in any sinking or trust fund established for purpose of retiring bonds at or prior to maturity not required for the immediate necessities of the authority, in securities meeting the investment requirements established in part 6 of article 75 of title 24, C.R.S.”; and

**WHEREAS**, pursuant to Title 24, Article 75, Part 7, C.R.S., it is lawful for any Local Government to pool any moneys in its treasury, which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments and maximize net interest earnings; and

**WHEREAS**, the Colorado Local Government Liquid Asset Trust (“Trust”) is a statutory trust formed under the laws of the state of Colorado in accordance with the provisions of Parts 6 and 7, Article 75, Title 24, and Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment, and protection of public funds; and

**WHEREAS**, GJRAA desires to become a Participant in the Trust.

**NOW, THEREFORE**, by this Resolution, the Board hereby resolves and directs as follows:

1. GJRAA hereby approves, adopts, and thereby joins as a Participant with other local governments pursuant to Part 7, Article 75, Title 24 of the Colorado Revised Statutes that certain Amended and Restated Indenture of Trust entitled the Colorado Local Government Liquid Asset Trust dated May 1, 2021, as amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted.
2. The Designee and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the GJRAA to direct the investment of GJRAA’s investment funds.
3. The Designee and Authorized Signatories may be changed from time to time by written notice to the Trust.
4. The Trust currently has three investment portfolios: COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE. Prior to investing in any of the

portfolios offered by the Trust, Participants are encouraged to review the COLOTRUST Information Statements and Investment Policies for each portfolio.

- 5. A true and correct copy of this Resolution shall be filed with the board of trustees of the Trust.

PASSED AND ADOPTED this 17th day of January, 2023.

Board Members Voting AYE

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Board Members Voting NAY

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GRAND JUNCTION REGIONAL AIRPORT

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ATTEST:

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Clerk

Chairman

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

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TOPIC: Recommendation of Award Runway 11/29 Replacement Engineer

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PURPOSE: Information  Guidance  Decision

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RECOMMENDATION: Select Mead & Hunt to provide Runway 11/29 Replacement Engineering Services and authorize Executive Director to execute a five-year agreement.

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SUMMARY: Mead & Hunt was selected for the Runway 11/29 Replacement Engineering Services contract in May 2017. Since that time substantial progress has been made on the project and it is on track to be completed in 2030. AIP-funded projects require that contractors are competitively selected every five years. Staff recommend awarding a new 5-year contract for Runway 11/29 Replacement Project Engineering Services to Mead & Hunt.

By selecting a firm for engineering services, we are pre-identifying a qualified firm that we can call on as projects arise without having to go through an individual procurement for each task. The selection process does not include any pricing, as required by federal law and FAA policy. Once a project is identified, we will negotiate a task order with pricing for the specific work to be performed and obtain the necessary approvals based on the size of the task order. This is the same process that has been followed to date on the Runway Replacement Program.

A Request for Qualifications (RFQ) was issued on November 3, 2022. This RFQ was intentionally focused on Engineering Services for the Runway Replacement Project for the selection of the most qualified firm. The RFQ was posted on Bidnet until December 9, 2022 and included the following possible projects:

- a) Utility installation and/or relocations including meeting with the local utility companies to discuss existing utilities and re-routing the utilities based on future needs;
  - b) Obtain local, state, and federal permits for the Project;
  - c) Topographical surveys as required for design;
  - d) Geotechnical engineering and testing as required for design, including plans for earthwork utilization and disposal;
  - e) Airfield lighting system, signage, and NAVAIDs including:
    - Runway 11 Instrument Landing System: Includes localizer antenna and equipment building, glideslope antenna and equipment building, runway visual range equipment (RVR), and medium intensity approach lighting system with runway alignment indicator lights (MALSR);
    - Runway 29 Localizer Type Directional Aid;
    - Runway 29 Visual Approach Slope Indicator (VASI): Existing VASI will be replaced with a PAPI;
    - Runway 29 Runway End Identifier Lights (REIL);
    - Runway 11 and Runway 29 Precision Approach Slope Indicators (PAPI);
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- Remote Transmitter/Receiver (RTR);
- f) Coordination with the National Weather Service as required for relocation of the automated surface observation system (ASOS);
- g) New underground electrical communication lines will be required to serve the new lighting system and NAVAIDs;
- h) Preparation of aeronautical survey to develop instrument approach procedures to the new runway. This information will be used by the FAA Flight Procedures Office (FPO) in the preparation of the new instrument approach procedures for Runway 11/29;
- i) Drainage and stormwater infrastructure;
- j) Aircraft maintenance run-up area and installation of blast protection;
- k) Pavement design and construction;
- l) Conversion of the existing runway to a taxiway;
- m) Prepare detailed phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, etc. to verify phasing prior to the inclusion into the contract documents;
- n) Prepare detailed cost estimates;
- o) Perform all necessary inspections and evaluations;
- p) All field data collected must comply with the most current FAA requirements and be provided to the Airport in a useable format; and
- q) Collect the necessary data needed to produce as-built layouts as per the most current FAA AGIS requirements.

A staff selection committee was formed and evaluated responsive RFQs with the following criteria:

- 1) Qualifications and Experience
- 2) Technical Competence
- 3) Proposed Organization
- 4) Project Approach/Methodology

Staff has been quite satisfied with Mead & Hunt's engineering services to date on the Runway Replacement Program and feel they meet the qualifications. Staff recommend awarding a new 5-year contract with Mead & Hunt for the Runway 11/29 Replacement Project Engineer Services for GJRAA.

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REVIEWED BY: Executive Director and Legal Counsel

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FISCAL IMPACT: Undetermined. Individual scope of work and cost will be approved with each project.

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ATTACHMENTS: Runway Replacement Project Engineering Services Contract

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STAFF CONTACT: Cameron Reece  
 Email: [creece@gjairport.com](mailto:creece@gjairport.com)  
 Phone: (970) 248-8594

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**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
PROFESSIONAL AIRPORT ENGINEERING SERVICES  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL AIRPORT ENGINEERING SERVICES AGREEMENT (the “Agreement”) is entered into between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and MEAD & HUNT, INC. (individually a “Party”, collectively the “Parties”) as of January 18, 2023 (the “Effective Date”).

**1. Scope of Services**

1.1. The Authority hereby retains the Consultant to provide Professional Airport Engineering Services related to Runway 11/29 Replacement Project at the Grand Junction Regional Airport (the “Airport”). Consultant is retained in support of the following list of Airport projects and those projects that are reasonably related to the listed projects and/or mutually agreed upon by the Parties as provided herein (collectively the “Projects”):

- a) Utility installation and/or relocations including meeting with the local utility companies to discuss existing utilities and re-routing the utilities based on future needs;
- b) Obtain local, state, and federal permits for the project;
- c) Topographical surveys as required for design;
- d) Geotechnical engineering and testing as required for design, including plans for earthwork utilization and disposal;
- e) Airfield lighting system, signage, and NAVAIDs including:
  - Runway 11 Instrument Landing System: Includes localizer antenna and equipment building, glideslope antenna and equipment building, runway visual range equipment (RVR), and medium intensity approach lighting system with runway alignment indicator lights (MALSR);
  - Runway 29 Localizer Type Directional Aid;
  - Runway 29 Visual Approach Slope Indicator (VASI): Existing VASI will be replaced with a PAPI;
  - Runway 29 Runway End Identifier Lights (REIL);
  - Runway 11 and Runway 29 Precision Approach Slope Indicators (PAPI);
  - Remote Transmitter/Receiver (RTR);
- f) Coordination with the National Weather Service as required for Relocation of the automated surface observation system (ASOS);
- g) New underground electrical communication lines will be required to serve the new lighting system and NAVAIDs;
- h) Aeronautical survey to develop instrument approach procedures to the new runway. This information will be used by the FAA Flight Procedures Office (FPO) in the preparation of the new instrument approach procedures for Runway 11/29;
- i) Drainage and stormwater infrastructure;

- j) Aircraft maintenance run-up area and installation of blast protection;
- k) Pavement design and construction;
- l) Conversion of the existing runway to a taxiway;
- m) Prepare detailed phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, etc. to verify phasing prior to the inclusion into the contract documents;
- n) Prepare detailed cost estimates;
- o) Perform all necessary inspections and evaluations;
- p) All field data collected must comply with the most current FAA requirements and be provided to the Airport in a useable format; and
- q) Collect the necessary data needed to produce as-built layouts as per the most current FAA AGIS requirements.

1.2. The Consultant further agrees to provide the Authority with those consulting services described in the Professional Airport Engineering Services Request for Qualifications attached hereto as **Exhibit A**, and Consultant's Statement of Qualifications, attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the "Services").

1.3. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in connection with the Projects in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein and to furnish deliverables free of negligent errors or omissions.

1.4. Services will be provided in accordance with mutually agreed upon task orders and amendments to this Agreement as provided in Section 2 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, including any related taxes, and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in this Agreement or an amendment hereto.

1.5. Nothing herein shall prohibit the Authority from (a) contracting with other consultants, including engineering or planning firms, for services on projects not included or listed above; (b) releasing another solicitation for the Services or similar services on the Projects or similar projects; (c) contracting with other consultants with respect to the Projects upon the expiration or termination of this Agreement; or (d) determining that some or all of the above-described Projects will not be undertaken. This Agreement shall not be construed to guarantee any work for Consultant, either on the Projects or otherwise, and Authority reserves the right to award any Airport consulting services to another firm without terminating this Agreement.

## **2. Compensation and Amendments**

2.1. Services to be performed under this Agreement shall be authorized and performed via execution of mutually agreed upon amendments to this Agreement. These amendments may

be labelled as “task orders” and shall be consecutively numbered to aid in reporting and accounting.

2.2. Compensation for Services shall be on a Fixed Lump-Sum basis, a Cost-Plus-a-Fixed-Fee basis (Not to Exceed (NTE)), or a reimbursable basis as mutually agreed upon by the Parties. The amendments issued under the Agreement shall specifically identify the Project and Services, the type of compensation, the circumstances under which compensation may exceed an agreed-upon amount, the schedule and deadlines for deliverables, the applicable rates, and the reimbursable expenses, but shall otherwise be subject to all terms and conditions of this Agreement.

2.3. The Authority assumes no liability to compensate the Consultant for work performed by the Consultant or its subcontractors that is not explicitly authorized by the Authority via an amendment.

2.4. For performance of the Services described in each Fixed Lump-Sum amendment, Authority shall pay the Fixed Lump-Sum set forth in such amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the amendment.

2.5. For performance of the Services described in each Cost-Plus-a-Fixed-Fee NTE amendment, Authority shall pay Consultant the rates for the applicable individual performing the services times the number of hours employed on a specific Project. The rates are identified on **Exhibit C**, Established Hourly Rate Schedule, and hereby incorporated by reference. The rates set forth in **Exhibit C** are subject to annual revision by the Consultant, as approved by the Authority.

2.6. Expenses for Fixed Lump-Sum or Cost-Plus-a-Fixed-Fee NTE projects shall be reimbursed by Authority as identified in the amendment.

2.7. Consultant shall submit timely invoices to the Authority for Services authorized by an amendment hereto. The Authority shall pay Consultant for approved invoices once funds are available from the funding agency or, if federal financial assistance is not authorized, no later than sixty (60) days after receipt of the invoice. If the Authority disputes any portion of an invoice, it shall not be relieved of the responsibilities of paying the undisputed portion thereof.

### **3. Consultant Obligations**

3.1. Consultant shall identify a Project Manager and any other key personnel in the first amendment hereto and shall substitute such Project Manager and key personnel only with the Authority’s express approval in a subsequent amendment or by other writing signed by the Airport Executive Director.

3.2. The Consultant shall comply with the Airport rules and regulations and any and all other applicable requirements when performing Services at the Airport.

3.3. Consultant shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health and safety of the Consultant and its employees, contractors, and subcontractors as well as the public, while working on the Airport. Nothing the Authority may do, or fail to do, with respect to safety shall relieve Consultant of this responsibility. Consultant is responsible for providing all required personal protective equipment for its employees. Consultant is responsible for ensuring Consultant and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the Projects and Services.

3.4. In performing the Services, personnel of Consultant may have access to certain information called Sensitive Security Information (“SSI”), which is protected by federal statutes and regulations. Personnel of Consultant may also create and maintain records that contain SSI. Consultant and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Consultant may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration (“TSA”), as provided in 49 C.F.R. Part 1520. Consultant shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.

3.5. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed **Exhibit D** are incorporated by reference as if full set forth in the body of this Agreement. The terms "Contractor", “Offeror”, “Applicant” and “Successful Bidder” as used in **Exhibit D** shall refer to the Consultant. In the event of conflict between the terms and conditions of **Exhibit D** and the body of this Agreement, the term and conditions of **Exhibit D** shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

#### **4. Authority Obligations**

4.1. The Authority shall make available to the Consultant all technical data that is in the Authority’s possession including maps, surveys, property descriptions, borings, and other information required by the Consultant and relating to the Projects and Services authorized by amendments hereto. The Authority will use best efforts to ensure that such technical data is accurate and free of errors or omissions; however, the Consultant may have to field test, update, validate or use other means to confirm any such technical data if it intends to rely on it for purposes of providing the Services hereunder.

4.2. The Authority agrees to cooperate with the Consultant in the timely review and approval of all plans and specifications, or, should the Authority disapprove of any part of said plans and specifications, shall make a timely decision in order that no undue expense will be incurred by the Consultant because of delay. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Authority after completion and approval of the plans and specifications, the Consultant shall be paid for such extra expenses and services involved provided that the Consultant has provided reasonable notice to the Authority of the potential for increased costs.

4.3. The Authority shall pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items, and further shall pay for all permits and licenses that may be required by local, state, or federal authorities, provided however that Consultant shall be responsible for timely identification of the need for the same in connection with any Project.

4.4. The Authority shall arrange for access to and make all provisions for Consultant to enter upon Airport property as required for Consultant to perform the Services. The Authority may issue security badges and/or keys to Consultant and subcontractor personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Consultant shall assume full responsibility for any such security badges and keys.

4.5. The Authority shall give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein shall impose upon the Authority a duty to observe, supervise or inquire into any such services or work.

## **5. Insurance**

5.1. The Consultant shall procure and maintain at its expense during the effective period of this Agreement the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Agreement performed by Consultant.

5.1.1. Worker's Compensation Insurance in amounts not less the \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.

5.1.2. Commercial General Liability in amounts not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.

5.1.3. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

5.1.4. Professional Liability Insurance in amounts not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

5.2. Consultant shall furnish to the Authority a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have be given to the Authority.

5.3. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Authority shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Authority reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in the Authority's opinion, such variations do not substantially affect the Authority's interests.

## **6. Standard of Care**

6.1. Consultant warrants and agrees that the Services performed by it hereunder, will be in accordance with that degree of care and skill ordinarily exercised by members of the consulting profession, in performing services of a similar nature for similar projects, existing as of the date that such services are performed.

6.2. Except as expressly provided in this Agreement, Consultant does not make, give or extend any warranties, representations or guarantees of any kind or nature, express or implied concerning the transaction which is the subject of this Agreement or any amendments hereto.

## **7. Construction Cost Opinion**

7.1. An opinion of probable construction costs prepared by the Consultant represents Consultant's judgment as a design professional and is supplied for Authority's guidance. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of its opinion as compared to contractor bids or actual cost to the Authority.

## **8. Force Majeure**

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of such party, provided that prompt written notice of such delay or suspension, and the reasons therefore, are given by the delayed party to the other party. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, but the delayed party shall continue to perform to the extent its performance is not so delayed. In an event of force majeure, the delayed party shall be reimbursed for the cost of such delays, but shall make all reasonable attempts to mitigate and reduce such costs.

## **9. Term, Breach, and Termination**

9.1. Term. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until January 18, 2028, or sooner terminated in accordance with this section.

### **9.2. Breach of Agreement by Consultant**

9.2.1. Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties.

9.2.2. Authority 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 Agreement. Authority reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the breach. Authority may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

9.2.3. In no event will inaction on the Authority's part constitute a waiver of its right to notify the Consultant of any violation or breach of this Agreement, pursue any available remedies, or terminate this Agreement.



### 9.3. Termination

9.3.1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience or for an uncured breach by the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Consultant must immediately discontinue all Services affected.

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

9.3.3. Authority agrees to pay the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice and deemed acceptable and usable by the Authority. Compensation will not include anticipated profit on non-performed Services.

9.3.4. Authority 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.

### 9.4. Termination by Consultant for Cause

9.4.1. The Consultant may terminate this Agreement in whole or in part, if the Authority: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; or (c) suspends a Project for more than 180 days beyond a deadline agreed to by the Authority and Consultant due to reasons beyond the control of the Consultant.

9.4.2. The Consultant must provide the Authority seven (7) days advance written notice of its intent to terminate this 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.

9.4.3. Upon receipt of a notice of termination from the Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If Authority 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 Authority's breach of this Agreement.

9.4.4. In the event of termination due to Authority breach, the Consultant is entitled to invoice the Authority 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. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**10. Liability**

Consultant hereby covenants and agrees to indemnify, save, and hold harmless the Authority, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

**11. Governmental Immunity Act**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

**12. Severability**

The provisions of the Agreement are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court or competent jurisdiction, Consultant and Authority shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of the Agreement and maintain the allocation or risk, liabilities and obligations originally agreed upon.

**13. Governing Law**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Consultant shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Consultant's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

**14. Entire Agreement**

This Agreement, and any amendments subsequently entered into pursuant to Section 2 above, constitutes the entire Agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized

representatives. Consultant shall not assign, or this Agreement, its obligations, or interest therein, without the written consent of the Authority. Any transfer in violation of this Article shall be void. The Authority may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

## **15. Delivery of Documents and Data and Use by the Parties**

15.1. Limit Use to Hard Copies. As a component of the Services provided under this Agreement, Consultant shall deliver electronic copies of all documents and data (the “Electronic Files”) in addition to printed copies (the “Hard Copies”) for the convenience of the Authority. Authority and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Consultant to Authority. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.

15.2. Acceptance Procedure. Authority acknowledges that Electronic Files can be altered or modified without Consultant’s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Authority agrees that it will institute procedures to preserve the integrity of the Electronic Files received from the Consultant until acceptance. Authority further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Authority shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Authority.

15.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Authority as soon as payment for the same has been completed, including payment made pursuant to this Agreement. The Authority may use such documents and data in any manner without limitation or liability to the Consultant.

15.4. Reuse by Consultant. The Consultant may retain copies of documents and data and may use the same on behalf of the Authority in connection with the Projects, this Agreement or any future agreement between the Parties in connection with the Airport. In no event shall the Consultant use documents or data generated hereunder for any use unrelated to this Agreement, the Authority or the Airport, including without limitation for purposes of marketing Consultant’s services to other prospective clients, without the Authority’s express written permission.

## **16. Covenant Against Contingent Fees**

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement.

**17. Notices**

Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Authority:           Grand Junction Regional Airport Authority  
2828 Walker Field Dr, Suite 301  
Grand Junction, Colorado 81506

If to Consultant:       Mead & Hunt, Inc.  
2440 Deming Way  
Middleton, WI 53562

Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

**18. Binding Effect**

This Agreement shall inure to the benefit of and shall be binding upon Authority, Consultant and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

**19. No Partnership**

This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the parties.

**20. Independent Contractor**

The parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Authority. Consultant is not entitled to workers' compensation benefits from the Authority and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

**21. Descriptive Headings**

The descriptive headings of the sections of this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

**22. Limitation of Benefit**

This Agreement does not create in or bestow upon any person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided herein. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

**23. Authority**

Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

**24. Subordination**

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 18<sup>th</sup> day of January 2023.

AUTHORITY:  
GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
Angela Padalecki, Executive Director

CONSULTANT:

By: *Bradley Rolf*  
Bradley Rolf (Jan 13, 2023 09:32 MST)  
Vice President

**EXHIBIT A**  
**PROFESSIONAL AIRPORT ENGINEERING SERVICES**  
**REQUEST FOR QUALIFICATIONS**

**EXHIBIT B**  
**CONSULTANT'S STATEMENT OF QUALIFICATIONS**

**EXHIBIT C**  
**CONSULTANT COMPENSATION**

TO BE ADDED BY CONSULTANT



**EXHIBIT D**  
**REQUIRED FEDERAL CONTRACT PROVISIONS**

**ARTICLE 1**  
**ACCESS TO RECORDS AND REPORTS**

1.1 The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration, the Comptroller General of the United States, the Colorado Department of Transportation Division of Aeronautics or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

**ARTICLE 2**

**CERTIFICATION REGARDING 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.

**ARTICLE 3**  
**CIVIL RIGHTS GENERAL**

3.1 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation or gender identity), 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.

3.2 This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**ARTICLE 4**  
**CIVIL RIGHTS TITLE VI ASSURANCES**  
**Compliance with Nondiscrimination Requirements**

4.1 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:

4.1.1 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.

4.1.2 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

4.1.3 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.

4.1.4 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.

4.1.5 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.

4.1.6 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.

## **ARTICLE 5**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

5.1 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:

5.1.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

5.1.2 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);

5.1.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5.1.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 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);

5.1.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

5.1.6 Airport and Airway Improvement Act of 1982 (49 USC Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

5.1.7 The Civil Rights Restoration Act of 1987 (PL 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);

5.1.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 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;

5.1.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

5.1.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

5.1.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

5.1.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **ARTICLE 6**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

6.1 Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes

responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6.2 Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **ARTICLE 7 DEBARMENT AND SUSPENSION**

7.1 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.

7.2 The successful bidder, 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 successful bidder will accomplish this by:

7.2.1 Checking the System for Award Management at website: <http://www.sam.gov>.

7.2.2 Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

7.2.3 Inserting a clause or condition in the covered transaction with the lower tier contract.

7.3 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.

## **ARTICLE 8 DISADVANTAGED BUSINESS ENTERPRISE**

8.1 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

8.1.1 Withholding monthly progress payments;

8.1.2 Assessing sanctions;

8.1.3 Liquidated damages; and/or

8.1.4 Disqualifying the Contractor from future bidding as non-responsible.

8.2 Prompt Payment (49 CFR §26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’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 Authority. This clause applies to both DBE and non-DBE subcontractors.

## **ARTICLE 9 DISTRACTED DRIVING**

9.1 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.

9.2 In support of this initiative, the Authority encourages the Contractor 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 Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **ARTICLE 10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

10.1 Contractor and Subcontractor 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 [Public Law 115-232 § 889(f)(1)].

**ARTICLE 11**  
**FEDERAL FAIR LABOR STANDARDS ACT**

11.1 All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 U.S.C. Section 201, 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.

11.2 The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**ARTICLE 12**  
**TRADE RESTRICTION CERTIFICATION**

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

12.1.1 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);

12.1.2 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

12.1.3 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.

12.2 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 Section 1001.

12.3 The Offeror/Contractor must provide immediate written notice to the Authority if the contractor learns that its certification or that of a subconsultants 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.

12.4 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:

12.4.1 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

12.4.2 whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

12.4.3 who incorporates in the public works project any product of a foreign country on such USTR list.

12.5 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.

12.6 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.

12.7 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 Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

### **ARTICLE 13 CERTIFICATION REGARDING LOBBYING**

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

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

#### **ARTICLE 14 OCCUPATION SAFETY AND HEALTH ACT**

14.1 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.

#### **ARTICLE 15 TAX DELINQUENCY AND FELONY CONVICTION**

15.1 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 (✓) 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 ( ) 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 ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note:** If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is 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.

## **ARTICLE 16 VETERAN'S PREFERENCE**

16.1 In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all subcontractors must give preference to covered veterans as defined within Title 49 U.S.C. Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 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.

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

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TOPIC: Recommendation of Award Airport On-Call Engineering Services

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PURPOSE: Information  Guidance  Decision

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RECOMMENDATION: Select Garver to provide Airport On-Call Engineering Services and authorize Executive Director to execute a five-year agreement with Garver.

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SUMMARY: Garver was selected for the Airport On-Call Engineering Services Contract in May 2017. Since that time they have led the successful completion of several pavement projects at the airport, including the design and construction of the replacement of the commercial passenger ramps, design and construction of an aircraft engine runup pad, and rehabilitation of key pavement throughout the airfield.

By selecting a firm for engineering services, we are pre-identifying a qualified firm that we can call on as projects arise without having to go through an individual procurement for each task. The selection process does not include any pricing, as required by federal law and FAA policy. Once a project is identified, we will negotiate a task order with pricing for the specific work to be performed and obtain the necessary approvals based on the size of the task order. However, awarding the contract does not preclude us from using an RFP selection for a specific project.

A Request for Qualifications (RFQ) was issued on November 3, 2022. This RFQ was intentionally focused on Airport Pavement Project on-call engineering services for the selection of the most qualified firm. The RFQ was posted on Bidnet until December 9, 2022 and included the following possible planning projects:

1. Air Carrier and General Aviation apron rehabilitation and/or new construction;
  2. Runway maintenance and/or rehabilitation;
  3. Taxiways, taxilanes, and connectors maintenance, rehabilitation and/or new construction;
  4. Part 139 and TSA compliance assistance;
  5. AGIS data gathering and FAA database updates;
  6. Landside parking drainage and paving improvements;
  7. Electrical, lighting, and signage upgrades and expansion;
  8. Storm water management plan updates and revisions;
  9. Land acquisition;
  10. Security fencing;
  11. Navigational aids;
  12. Verify and develop all necessary as-built documentation to integrate the projects into the Airport Layout Plan;
  13. Project Administration associated with the projects described herein;
  14. Capital Improvement Plan (CIP) updates associated with the projects described herein;
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15. Secure necessary FAA approvals and determinations, including satisfaction of notice requirements pursuant to 14 C.F.R. Part 77; and
  16. Coordinate with the Federal Aviation Administration, State of Colorado, Mesa County and the City of Grand Junction.

A staff selection committee was formed and evaluated responsive RFQs with the following criteria:

- 1) Qualifications and Experience
- 2) Technical Competence
- 3) Proposed Organization
- 4) Project Approach/Methodology

Staff has been quite satisfied with Garver's engineering services over the last 5 years, and felt they still met the criteria. Staff recommends awarding a new 5-year contract with Garver as the Airport Pavement Project on-call Engineer Services for GJRAA.

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REVIEWED BY: Executive Director and Legal Counsel

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FISCAL IMPACT: Undetermined. Individual scope of work and cost will be approved with each project.

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ATTACHMENTS: Airport On-Call Engineering Services Contract

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STAFF CONTACT: Cameron Reece  
Email: [creece@gairport.com](mailto:creece@gairport.com)  
Phone: (970) 248-8594

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**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
AIRPORT ON-CALL ENGINEERING SERVICES  
PROFESSIONAL SERVICES AGREEMENT**

This AIRPORT ON-CALL ENGINEERING SERVICES AGREEMENT (the “Agreement”) is entered into between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and GARVER, LLC, an Arkansas limited liability company authorized to conduct business in the State of Colorado (hereinafter, “Consultant”) (individually a “Party”, collectively the “Parties”) as of January 18, 2023 (the “Effective Date”).

**1. Scope of Services**

1.1. The Authority hereby retains the Consultant to provide professional engineering services on an as-needed basis related to pavement projects at the Grand Junction Regional Airport (the “Airport”). Consultant is retained in support of the following list of Airport pavement projects and those projects that are reasonably related to the listed projects and/or mutually agreed upon by the Parties as provided herein (collectively the “Projects”):

- Air Carrier and General Aviation apron rehabilitation and/or new construction;
- Runway maintenance and/or rehabilitation;
- Taxiways, taxilanes, and connectors maintenance, rehabilitation and/or new construction;
- Part 139 and TSA compliance assistance;
- AGIS data gathering and FAA database updates;
- Landside parking drainage and paving improvements;
- Electrical, lighting, and signage upgrades and expansion;
- Storm water management plan updates and revisions;
- Land acquisition;
- Security fencing;
- Navigational aids;
- Verify and develop all necessary as-built documentation to integrate the projects into the Airport Layout Plan;
- Project Administration associated with the projects described herein;
- Capital Improvement Plan (CIP) updates associated with the projects described herein;
- Secure necessary FAA approvals and determinations, including satisfaction of notice requirements pursuant to 14 C.F.R. Part 77; and
- Coordinate with the Federal Aviation Administration, State of Colorado, Mesa County and the City of Grand Junction.

1.2. The Consultant further agrees to provide the Authority with those consulting services described in the Airport Engineering Services – Pavement Projects Request for Qualifications attached hereto as **Exhibit A**, and Consultant’s Statement of Qualifications,

attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the “Services”).

1.3. Consultant represents that it has the requisite authority, capacity, experience, and skill to perform the Services in connection with the Projects in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein and to furnish deliverables free of negligent errors or omissions.

1.4. Services will be provided in accordance with mutually agreed upon task orders and amendments to this Agreement as provided in Section 2 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, including any related taxes assessed against Garver’s net income and employment taxes assessed against the wages of Garver’s personnel, and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in this Agreement, a respective task order or an amendment hereto.

1.5. Nothing herein shall prohibit the Authority from (a) contracting with other consultants, including engineering or planning firms, for services on projects not included or listed above; (b) releasing another solicitation for the Services or similar services on the Projects or similar projects; (c) contracting with other consultants with respect to the Projects upon the expiration or termination of this Agreement; or (d) determining that some or all of the above-described Projects will not be undertaken. This Agreement shall not be construed to guarantee any work for Consultant, either on the Projects or otherwise, and Authority reserves the right to award any Airport consulting services to another firm without terminating this Agreement.

## **2. Compensation and Amendments**

2.1. Services to be performed under this Agreement shall be authorized and performed via execution of mutually agreed upon amendments to this Agreement. These amendments may be labeled as “task orders” and shall be consecutively numbered to aid in reporting and accounting.

2.2. Compensation for Services shall be on a Fixed Lump-Sum basis, a Cost-Plus-a-Fixed-Fee basis (Not to Exceed (NTE)), or a reimbursable basis as mutually agreed upon by the Parties. The amendments issued under the Agreement shall specifically identify the Project and Services, the type of compensation, the circumstances under which compensation may exceed an agreed-upon amount, the schedule and deadlines for deliverables, the applicable rates, and the reimbursable expenses, but shall otherwise be subject to all terms and conditions of this Agreement.

2.3. The Authority assumes no liability to compensate the Consultant for work performed by the Consultant or its subcontractors that is not explicitly authorized by the Authority via an amendment. In the event of required modifications to the scope of Services for a particular

amendment which are material in nature, the parties will negotiate an equitable adjustment in the cost and/or schedule.

2.4. For performance of the Services described in each Fixed Lump-Sum amendment, Authority shall pay the Fixed Lump-Sum set forth in such amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the amendment.

2.5. For performance of the Services described in each Cost-Plus-a-Fixed-Fee NTE amendment, Authority shall pay Consultant the rates for the applicable individual performing the services times the number of hours employed on a specific Project. The rates are identified on **Exhibit C**, Established Hourly Rate Schedule, and hereby incorporated by reference. The rates set forth in **Exhibit C** are subject to annual revision by the Consultant, as approved by the Authority.

2.6. Expenses for Fixed Lump-Sum or Cost-Plus-a-Fixed-Fee NTE projects shall be reimbursed by Authority as identified in the amendment.

2.7. Consultant shall submit timely invoices to the Authority for Services authorized by an amendment hereto. The Authority shall pay Consultant for approved invoices once funds are available from the funding agency or, if federal financial assistance is not authorized, no later than sixty (60) days after receipt of the invoice. If the Authority disputes any portion of an invoice, it shall not be relieved of the responsibilities of paying the undisputed portion thereof.

### **3. Consultant Obligations**

3.1. Consultant shall identify a Project Manager and any other key personnel in the first amendment hereto and shall substitute such Project Manager and key personnel only with the Authority's express approval in a subsequent amendment or by other writing signed by the Airport Executive Director.

3.2. The Consultant shall comply with the Airport rules and regulations and any and all other applicable requirements when performing Services at the Airport.

3.3. Consultant shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health and safety of the Consultant and its employees, contractors, and subcontractors as well as the public, while working on the Airport. Nothing the Authority may do, or fail to do, with respect to safety shall relieve Consultant of this responsibility. Consultant is responsible for providing all required personal protective equipment for its employees. Consultant is responsible for ensuring Consultant and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the Projects and Services.

3.4. In performing the Services, personnel of Consultant may have access to certain information called Sensitive Security Information (“SSI”), which is protected by federal statutes and regulations. Personnel of Consultant may also create and maintain records that contain SSI. Consultant and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Consultant may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration (“TSA”), as provided in 49 C.F.R. Part 1520. Consultant shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.

3.5. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed **Exhibit D** are incorporated by reference as if full set forth in the body of this Agreement. The terms "Contractor", “Offeror”, “Applicant” and “Successful Bidder” as used in **Exhibit D** shall refer to the Consultant. In the event of conflict between the terms and conditions of **Exhibit D** and the body of this Agreement, the term and conditions of **Exhibit D** shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

#### **4. Authority Obligations**

4.1. The Authority shall make available to the Consultant all technical data that is in the Authority’s possession including maps, surveys, property descriptions, borings, and other information required by the Consultant and relating to the Projects and Services authorized by amendments hereto. The Consultant may reasonably rely upon such Authority-provided information, unless otherwise indicated in writing by the Authority. If, during the performance of the Services, Consultant discovers a conflict, apparent error, ambiguity, omission, inconsistency, or discrepancy between Authority-provided technical data and observed field conditions, Consultant shall promptly report it to the Authority in writing. Should the parties determine that Consultant must field test, update, validate, or use other means to confirm such technical data, Consultant shall be entitled to an equitable adjustment in compensation under the applicable Amendment.

4.2. The Authority agrees to cooperate with the Consultant in the timely review and approval of all plans and specifications, or, should the Authority disapprove of any part of said plans and specifications, shall make a timely decision in order that no undue expense will be incurred by the Consultant because of delay. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Authority after completion and approval of the plans and specifications, the Consultant shall be paid for such extra expenses and services involved provided that the Consultant has provided reasonable notice to the Authority of the potential for increased costs.



4.3. The Authority shall pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items, and further shall pay for all permits and licenses that may be required by local, state, or federal authorities, provided however that Consultant shall be responsible for timely identification of the need for the same in connection with any Project.

4.4. The Authority shall arrange for access to and make all provisions for Consultant to enter upon Airport property as required for Consultant to perform the Services. The Authority may issue security badges and/or keys to Consultant and subcontractor personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Consultant shall assume full responsibility for any such security badges and keys.

4.5. The Authority shall give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein shall impose upon the Authority a duty to observe, supervise or inquire into any such services or work.

## **5. Insurance**

5.1. The Consultant shall procure and maintain at its expense during the effective period of this Agreement the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Agreement performed by Consultant.

5.1.1. Worker's Compensation Insurance in amounts of not less than \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.

5.1.2. Commercial General Liability in amounts not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate including bodily injury, personal injury, and property damage as provided in form CG0001.

5.1.3. Automobile Liability, Bodily Injury and Property Damage with a limit of \$10,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

5.1.4. Professional Liability Insurance in amounts not less than \$2,000,000 per claim and \$4,000,000 annual aggregate.

5.2. Consultant shall furnish to the Authority a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have be given to the Authority.

5.3. Consultant agrees to include the insurance requirements commensurate with the scope of services agreed upon within all subcontracts.

## **6. Standard of Care**

6.1. Consultant warrants and agrees that the Services performed by it hereunder, will be in accordance with that degree of care and skill ordinarily exercised by members of the consulting profession, in performing services of a similar nature for similar projects, existing as of the date that such services are performed.

6.2. Except as expressly provided in this Agreement, Consultant does not make, give or extend any warranties, representations or guarantees of any kind or nature, express or implied concerning the transaction which is the subject of this Agreement or any amendments hereto.

## **7. Construction Cost Opinion**

7.1. An opinion of probable construction costs prepared by the Consultant represents Consultant's judgment as a design professional and is supplied for Authority's guidance. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of its opinion as compared to contractor bids or actual cost to the Authority.

## **8. Force Majeure**

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of such party, provided that prompt written notice of such delay or suspension, and the reasons therefore, are given by the delayed party to the other party. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, but the delayed party shall continue to perform to the extent its performance is not so delayed. In an event of force majeure, the delayed party shall be reimbursed for the cost of such delays, but shall make all reasonable attempts to mitigate and reduce such costs.

## **9. Term, Breach, and Termination**

9.1. Term. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until January 19, 2028, or sooner terminated in accordance with this section.

## 9.2. Breach of Agreement by Consultant

9.2.1. Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties.

9.2.2. Authority 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 Agreement. Authority reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the breach. Authority may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

9.2.3. In no event will inaction on the Authority's part constitute a waiver of its right to notify the Consultant of any violation or breach of this Agreement, pursue any available remedies, or terminate this Agreement.

## 9.3. Termination

9.3.1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience or for an uncured breach by the Consultant, following seven (7) business days' opportunity to cure. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Consultant must immediately discontinue all Services affected.

9.3.2. Upon termination of this Agreement and payment for undisputed Services, the Consultant must deliver to the Authority all reproducible data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials required to be delivered under the respective task order from the Consultant under this Agreement, whether complete or partially complete.

9.3.3. Authority agrees to pay the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice and deemed acceptable and usable by the Authority. Compensation will not include anticipated profit on non-performed Services.

9.3.4. Authority 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.

## 9.4. Termination by Consultant for Cause

9.4.1. The Consultant may terminate this Agreement in whole or in part, if the Authority: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; or (c) suspends a Project

for more than 180 days beyond a deadline agreed to by the Authority and Consultant due to reasons beyond the control of the Consultant.

9.4.2. The Consultant must provide the Authority seven (7) days advance written notice of its intent to terminate this 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.

9.4.3. Upon receipt of a notice of termination from the Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If Authority 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 Authority's breach of this Agreement.

9.4.4. In the event of termination due to Authority breach, the Consultant is entitled to invoice the Authority 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. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **10. Liability**

Consultant hereby covenants and agrees to indemnify, save, and hold harmless the Authority, its officers, employees, and agents from any and all third party tort claims arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

## **11. Governmental Immunity Act**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

## **12. Severability**

The provisions of the Agreement are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court or competent jurisdiction, Consultant and Authority shall negotiate an equitable adjustment

in the provisions of this Agreement to preserve the purpose of the Agreement and maintain the allocation or risk, liabilities and obligations originally agreed upon.

**13. Governing Law**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Consultant shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Consultant's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

**14. Entire Agreement**

This Agreement, and any amendments subsequently entered into pursuant to Section 2 above, constitutes the entire Agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives. Consultant shall not assign, or this Agreement, its obligations, or interest therein, without the written consent of the Authority. Any transfer in violation of this Article shall be void. The Authority may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

**15. Delivery of Documents and Data and Use by the Parties**

15.1. Limit Use to Hard Copies. As a component of the Services provided under this Agreement, Consultant shall deliver electronic copies of all documents and data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of the Authority. Authority and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Consultant to Authority. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.

15.2. Acceptance Procedure. Authority acknowledges that Electronic Files can be altered or modified without Consultant's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Authority agrees that it will institute procedures to preserve the integrity of the Electronic Files received from the Consultant until acceptance. Authority further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Authority shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Authority.

15.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Authority as soon as payment for the same has been completed, including payment made pursuant to this Agreement. The Authority may use such documents and data in any manner without limitation or liability to the Consultant.

15.4. Reuse by Consultant. The Consultant may retain copies of documents and data and may use the same on behalf of the Authority in connection with the Projects, this Agreement or any future agreement between the Parties in connection with the Airport. In no event shall the Consultant use documents or data generated hereunder for any use unrelated to this Agreement, the Authority or the Airport, including without limitation for purposes of marketing Consultant's services to other prospective clients, without the Authority's express written permission.

**16. Covenant Against Contingent Fees**

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement.

**17. Notices**

Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Authority:           Grand Junction Regional Airport Authority  
2828 Walker Field Dr, Suite 301  
Grand Junction, Colorado 81506

If to Consultant:       Garver  
One Denver Technology Center  
5251 DTC Parkway, Suite 420  
Greenwood Village, CO 80111

Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

**18. Binding Effect**

This Agreement shall inure to the benefit of and shall be binding upon Authority, Consultant and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

**19. No Partnership**

This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the parties.

**20. Independent Contractor**

The parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Authority. Consultant is not entitled to workers' compensation benefits from the Authority and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

**21. Descriptive Headings**

The descriptive headings of the sections of this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

**22. Limitation of Benefit**

This Agreement does not create in or bestow upon any person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided herein. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

**23. Authority**

Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

**24. Subordination**

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.

**25. Limitation of Liability**

Notwithstanding any provision to the contrary herein, Consultant's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement, including liability for any special, consequential, indirect, punitive, exemplary, or incidental damages, but excluding liability as result of gross negligence defined as intentional and reckless acts, shall be limited to thirty million dollars (\$30,000,000.00).

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_<sup>th</sup> day of January 2023.

AUTHORITY:

By: \_\_\_\_\_  
Angela Padalecki, Executive Director

CONSULTANT:

By:   
Colin Bible (Jan 13, 2023 10:38 MST)

Name: Colin Bible

Its: Senior Project Manager



**EXHIBIT A**  
**AIRPORT ENGINEERING SERVICES**  
**REQUEST FOR QUALIFICATIONS**

**EXHIBIT B**  
**CONSULTANT'S STATEMENT OF QUALIFICATIONS**

**EXHIBIT C**  
**CONSULTANT COMPENSATION**

**EXHIBIT D**  
**REQUIRED FEDERAL CONTRACT PROVISIONS**

**ARTICLE 1**  
**ACCESS TO RECORDS AND REPORTS**

1.1 The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration, the Comptroller General of the United States, the Colorado Department of Transportation Division of Aeronautics or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

**ARTICLE 2**

**CERTIFICATION REGARDING 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.

**ARTICLE 3**  
**CIVIL RIGHTS GENERAL**

3.1 In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation or gender identity), 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.

3.2 This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**ARTICLE 4**  
**CIVIL RIGHTS TITLE VI ASSURANCES**  
**Compliance with Nondiscrimination Requirements**

4.1 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:

4.1.1 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.

4.1.2 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

4.1.3 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.

4.1.4 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.

4.1.5 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.

4.1.6 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.

## **ARTICLE 5**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

5.1 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:

5.1.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

5.1.2 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);

5.1.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5.1.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 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);

5.1.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

5.1.6 Airport and Airway Improvement Act of 1982 (49 USC Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

5.1.7 The Civil Rights Restoration Act of 1987 (PL 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);

5.1.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 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;

5.1.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

5.1.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

5.1.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

5.1.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **ARTICLE 6**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

6.1 Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6.2 Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**ARTICLE 7**  
**DEBARMENT AND SUSPENSION**

7.1 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.

7.2 The successful bidder, 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 successful bidder will accomplish this by:

7.2.1 Checking the System for Award Management at website:  
<http://www.sam.gov>.

7.2.2 Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

7.2.3 Inserting a clause or condition in the covered transaction with the lower tier contract.

7.3 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.

**ARTICLE 8**  
**DISADVANTAGED BUSINESS ENTERPRISE**

8.1 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

8.1.1 Withholding monthly progress payments;

8.1.2 Assessing sanctions;

8.1.3 Liquidated damages; and/or

8.1.4 Disqualifying the Contractor from future bidding as non-responsible.



8.2 Prompt Payment (49 CFR §26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’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 Authority. This clause applies to both DBE and non-DBE subcontractors.

**ARTICLE 9  
DISTRACTED DRIVING**

9.1 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.

9.2 In support of this initiative, the Authority encourages the Contractor 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 Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**ARTICLE 10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO  
SURVEILLANCE SERVICES OR EQUIPMENT**

10.1 Contractor and Subcontractor 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 [Public Law 115-232 § 889(f)(1)].

**ARTICLE 11  
FEDERAL FAIR LABOR STANDARDS ACT**

11.1 All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 U.S.C. Section 201, 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.

11.2 The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **ARTICLE 12 TRADE RESTRICTION CERTIFICATION**

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

12.1.1 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);

12.1.2 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

12.1.3 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.

12.2 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 Section 1001.

12.3 The Offeror/Contractor must provide immediate written notice to the Authority if the contractor learns that its certification or that of a subconsultants 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.

12.4 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:

12.4.1 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

12.4.2 whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

12.4.3 who incorporates in the public works project any product of a foreign country on such USTR list.

12.5 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.

12.6 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.

12.7 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 Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

### **ARTICLE 13 CERTIFICATION REGARDING LOBBYING**

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

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

## **ARTICLE 14 OCCUPATION SAFETY AND HEALTH ACT**

14.1 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.

## **ARTICLE 15 TAX DELINQUENCY AND FELONY CONVICTION**

15.1 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 (✓) 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 ( ✓ ) 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 ( ✓ ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note:** If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is 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.

## **ARTICLE 16 VETERAN'S PREFERENCE**

16.1 In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all subcontractors must give preference to covered veterans as defined within Title 49 U.S.C. Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 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.

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

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TOPIC:	2023 Airport Improvement Program Supplemental Funding Grant Applications
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the two Airport Improvement Program Supplemental Funding grant applications and authorize the Executive Director to sign and submit the applications to the Federal Aviation Administration (FAA).
SUMMARY:	<p>The year-end Federal omnibus funding package included \$268 million in discretionary supplemental Airport Improvement Program (AIP) funding from the general fund. On December 29<sup>th</sup>, within days of the omnibus approval, the FAA published a Notice of Funding Opportunity (NOFO) for the one-time funding opportunity with an application deadline of January 31, 2023. Based on consultation with the FAA and the runway replacement project team, staff recommend submitting the two attached applications for supplemental AIP funding. Both projects are on the Airport’s Capital Improvement Plan (CIP) as part of the Runway 11/29 Replacement Program.</p> <ol style="list-style-type: none"><li>1. Construction of Runway 11/29 Replacement Program - \$49,410,000;</li><li>2. Drainage Improvements associated with Runway 11/29 Replacement Program- \$2,070,000;</li></ol> <p>The amounts listed above represent 90% of the anticipated project costs for each in expectation that GJRAA will be required to fund 10%. If the applications are accepted and funding is awarded, the Grant Offers will be presented to the Board for individual approval.</p>
REVIEWED BY:	Executive Director, Program Manager (Colin Bible) and Legal Counsel (Dan Reimer)
FISCAL IMPACT:	<u>Funding Sources</u> Federal - \$51,480,000 CDOT - \$365,000 GJRAA - \$5,355,000 Total Project Cost - \$57,200,000
ATTACHMENTS:	<ol style="list-style-type: none"><li>1. Construction of Runway 11/29 Replacement Program Supplemental Funding Grant Application</li><li>2. Drainage Improvements associated with Runway 11/29 Supplemental Funding Grant Application</li></ol>
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588

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**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="01/16/2023"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-6111114"/>	* c. UEI: <input type="text" value="156135394000"/>
--	--

**d. Address:**

\* Street1:   
Street2:   
\* City:   
County/Parish:   
\* State:   
Province:   
\* Country:   
\* Zip / Postal Code:

**e. Organizational Unit:**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:   
Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="(970) 248-8588"/>	Fax Number: <input type="text"/>
---	----------------------------------

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Airport Authority

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

2022-28285

\* Title:

FY 2022 Competitive Funding Opportunity: Airport Improvement Program Supplemental Discretionary Grants

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Runway 11/29 Replacement Pavement Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="49,410,000.00"/>
* b. Applicant	<input type="text" value="5,240,000.00"/>
* c. State	<input type="text" value="250,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="54,900,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:



## Project Cost Breakdown

This grant application is based on the following engineer's cost estimate for each element of work. If supplemental funding is awarded, we anticipate having bid prices by May 15, 2024 and be ready to start construction on or by June 30, 2024.

Item No.	Description	Estimated Cost
1	Repackaging/Bidding	\$ 1,000,000.00
2	Runway Base	\$ 7,600,000.00
3	Runway P-403 Pavement	\$ 14,700,000.00
4	Runway P-401 Pavement	\$ 13,000,000.00
5	Shoulders - Pavement & Electrical	\$ 18,600,000.00
<b>Total Estimated Cost</b>		<b>\$ 54,900,000.00</b>
	FAA (90%)	\$ 49,410,000.00
	Local	\$ 5,240,000.00
	CDOT (Max. \$250,000)	\$ 250,000.00



## Project Narrative

Project: Runway 11/29 Replacement Pavement Construction at the Grand Junction Regional Airport

Project Description: Replacement of Runway 11/29 Pavement Construction Package is the continuation of the Runway 11-29 Relocation Program. The goal of this effort is to reconstruct and relocate the Runway with minimal impacts to aircraft users including maintaining IFR procedures, Navigational Aids etc. This project will serve as the first pavement construction package needed to complete the Runway 11/29 replacement. .

Application Information:

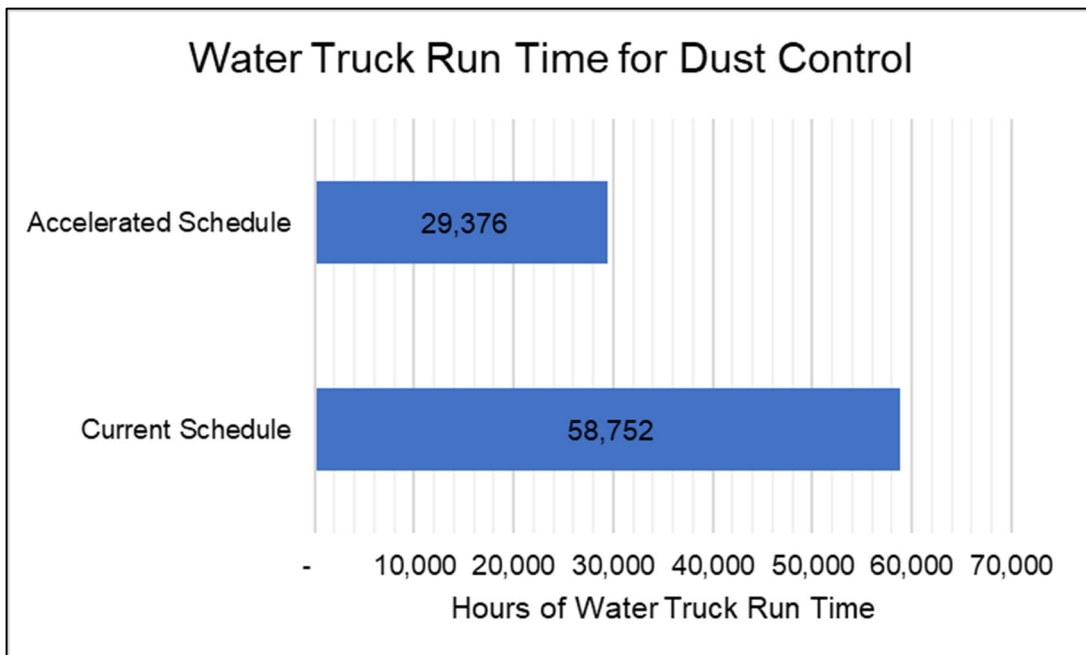
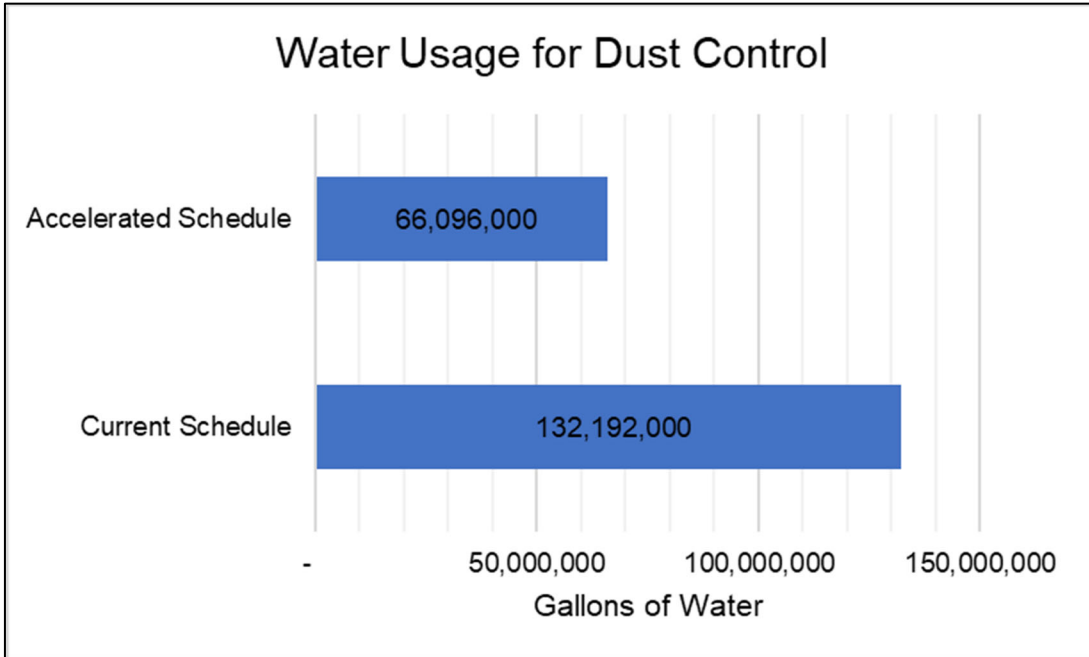
- A) Group I, airport development.
- B) Due to FAA funding constraints, this Runway 11/29 replacement is currently scheduled to be constructed in phases and completed in 2028. The intent is to construct the runway layer by layer. This method of construction is not the most efficient and increases the project's environmental impact. If supplemental funding was received, the construction of the runway pavement section and lighting could be completed under one contract and one project. That would be completed in 2026, two years earlier than currently scheduled.

Grand Junction, Colorado, is located in a desert climate and the subgrade soils consist of primarily fine-grained materials. These sandy silts and clays are very prone to creating dust, therefore, dust control is a major operation during any construction project at this airport. Water trucks are required to run almost constantly along the haul routes, construction access and project area. They will be required to run for the duration of the project, to reduce this dust which impacts air quality and has potential to damage aircraft. By utilizing this grant to expedite this project, there will be a significant decrease in the dust control required.

Reducing the dust control reduces the amount of water used on the project and reduces the amount of greenhouse gas emission produced by the water trucks. Reducing the construction time by two years, cuts the truck run time in half, as shown in the following graphs. Reducing the amount of water truck run time will reduce the amount of fuel used as well as greenhouse gasses emitted. This estimate shows an estimated reduction in almost 30,000 hours of usage just for the water trucks alone.

In addition to all the fossil fuel savings, there is a huge opportunity to save water and improve the water quality that feeds into the Colorado River. The Colorado River provides water to the community as well as a large portion of the Western United States, a region where water levels in nearly all lakes are dropping at an alarming rate. Completing this project two years earlier would save an estimated 66,000,000 gallons of water. This would allow more water to flow past Grand Junction onto the many lakes and communities that rely on the Colorado River as their main water source. In addition to this water savings, this runway replacement project is also actively improving the water quality that flows into the Colorado River. This runway replacement program is constructing 2 detention basins with water quality features that help remove sediments, not only from the airport, but also a large portion of BLM owned land which flows through the airport. Constructing these basins is an opportunity to reduce sediment which must be removed before use and ultimately clogs downstream dams and reservoirs.

In addition to the extended period of dust control, the phased construction requires the Contractor to protect the placed material between construction seasons. This means the Contractor will place an emulsified asphalt material on the completed runway pavement section material to preserve it until the next phase of construction can begin. Receiving the supplemental funding and completing the remaining construction in one phase will reduce the amount of emulsified asphalt product placed on the project as well as reduce green-house gas emissions from vehicle traffic placing the emulsified asphalt material.





- C) This grant application is based on the engineer's cost estimate for each element of work (see Project Cost Breakdown sheet). If supplemental funding is awarded, we anticipate having bid prices by June 2024.
- D) This Airport is not covered by the FAA's State Block Grant Program.
- E) The proposed project is not a part of the VALE or ZEV programs.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.



## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by                      (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative 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 subrecipients 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 section 1352, title 31, U.S. Code. 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.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="01/16/2023"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-6111114"/>	* c. UEI: <input type="text" value="156135394000"/>
--	--

**d. Address:**

* Street1:	<input type="text" value="2828 Walker Field Drive. Ste. 301"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Grand Junction"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="CO: Colorado"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="81506-8667"/>

**e. Organizational Unit:**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Angela"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Padalecki"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Executive Director"/>	

Organizational Affiliation:

* Telephone Number: <input type="text" value="(970) 248-8588"/>	Fax Number: <input type="text"/>
---	----------------------------------

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Airport Authority

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

2022-28285

\* Title:

FY 2022 Competitive Funding Opportunity: Airport Improvement Program Supplemental Discretionary Grants

**13. Competition Identification Number:**

N/A

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Drainage Improvements associated with Runway 11/29 Replacement

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,070,000.00"/>
* b. Applicant	<input type="text" value="115,000.00"/>
* c. State	<input type="text" value="115,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,300,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:



## Project Cost Breakdown

Cost Estimate for Drainage Improvements Associated with Runway 11/29 Replacement					
Item No.	Description	Unit	Qty	Unit Price	Estimated Cost
1	Mobilization	LS	1	\$ 14,000.00	\$ 14,000.00
2	CQCP	LS	1	\$ 10,000.00	\$ 10,000.00
3	Embankment	CY	47,500	\$ 13.00	\$ 617,500.00
4	18" HDPE	LF	200	\$ 240.00	\$ 48,000.00
5	24" RCP	LF	1,200	\$ 253.00	\$ 303,600.00
6	36" RCP	LF	220	\$ 310.00	\$ 68,200.00
7	24" Dual Wall HDPE	LF	190	\$ 172.00	\$ 32,680.00
8	CLSM Trench Dam	EA	2	\$ 850.00	\$ 1,700.00
9	6" Solid PVC	LF	20	\$ 80.00	\$ 1,600.00
10	A1 Manhole	EA	1	\$ 16,110.00	\$ 16,110.00
11	A2 Manhole	EA	1	\$ 16,110.00	\$ 16,110.00
12	A3 Manhole	EA	1	\$ 16,110.00	\$ 16,110.00
13	A4 Manhole	EA	1	\$ 16,110.00	\$ 16,110.00
14	A5 Manhole	EA	1	\$ 16,110.00	\$ 16,110.00
15	A6 Manhole	EA	1	\$ 16,110.00	\$ 16,110.00
16	Control Structure	EA	1	\$ 12,000.00	\$ 12,000.00
17	Engineered Channel	SF	9,500	\$ 65.00	\$ 617,500.00
18	Inlet Type C	EA	1	\$ 12,186.00	\$ 12,186.00
19	FES 18"	EA	1	\$ 3,000.00	\$ 3,000.00
20	FES 24"	EA	1	\$ 2,798.00	\$ 2,798.00
21	FES 36"	EA	1	\$ 3,689.00	\$ 3,689.00
22	Roadside Check Dam	EA	37	\$ 1,750.00	\$ 64,750.00
23	Trickle Channel	LF	210	\$ 67.00	\$ 14,070.00
24	Seeding	ACRE	5	\$ 1,100.00	\$ 5,500.00
25	Topsoil	CY	1,110	\$ 13.00	\$ 14,430.00
26	Mulching	ACRE	5	\$ 2,000.00	\$ 10,000.00
<b>Construction Total</b>					<b>\$ 2,000,000.00</b>
Engineering and CA Services					\$ 300,000.00
<b>Total Project Cost</b>					<b>\$ 2,300,000.00</b>
FAA					\$ 2,070,000.00
Local					\$ 115,000.00
CDOT					\$ 115,000.00



## Project Narrative

Project: Drainage Improvements associated with Runway 11/29 Replacement at the Grand Junction Regional Airport

Project Description: This project consists of the construction of the remaining drainage elements associated with the replacement of Runway 11/29 at the Grand Junction Regional Airport. Drainage elements to be constructed include the two remaining detention basins, pipes with manholes, engineered channel, and trickle channel. Completing this work will help to improve the water quality of the Airport runoff.

Application Information:

- A) Group I, airport development and water quality improvements.
  
- B) The replacement of Runway 11/29 is currently underway at the Grand Junction Regional Airport and is being performed in phases. Part of the overall runway project includes the construction of drainage features and water quality improvements. This supplemental grant application requests funds for the water quality and drainage improvements associated with the Runway 11/29 replacement project. Grand Junction is located at the base of the Colorado Rockies near the headwaters of the Colorado River. The runoff from the Grand Junction Airport feeds into the Colorado River. The Colorado River provides water to the local community as well as Arizona, California, Nevada, New Mexico, Utah, Wyoming and Mexico. Over 40 million people rely on the Colorado River for drinking water, irrigating crops, electricity, and recreation. As the store of clean groundwater sources such as aquifers decreases, the importance of protecting clean water sources increases. Increasing the importance of keeping the Colorado River clean. This project includes the construction of 2 detention basins with water quality features that help remove sediments, not only from the airport, but also a large portion of BLM owned land which flows through the airport. Constructing these basins is an opportunity to reduce sediment which must be removed before use and ultimately clogs downstream dams and reservoirs
  
- C) This grant application is based on an engineer's cost estimate for each element of work. If supplemental funding is awarded, we anticipate having bid prices by June 2024. The engineer's cost estimate is included on the previous page.
  
- D) This Airport is not covered by the FAA's State Block Grant Program.
  
- E) The proposed project is not a part of the VALE or ZEV programs.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

### **INSTRUCTIONS FOR FORM 5100-100**

#### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

#### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

##### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.



## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative 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 subrecipients 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 section 1352, title 31, U.S. Code. 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.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			



<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

10/31/2022

	Month			Forecast Variance		Prior Year Variance		
	10/31/2022	10/31/2022	10/31/2021					
	2022 FORECAS'	Actual	PY Actual	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var	
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>36,538</b>	<b>50,890</b>	<b>54,199</b>	<b>14,352</b>	<b>39.28 %</b>	<b>(3,309)</b>	<b>(6.11) %</b>
2	Terminal rent	93,334	97,828	97,454	4,494	4.81 %	374	0.38 %
3	Other (boarding bridge)	1,553	2,810	2,662	1,257	80.94 %	148	5.56 %
	Total Passenger airline revenue	131,425	151,528	154,315	20,103	15.30 %	(2,787)	(1.81) %
Non-passenger airline revenue								
4	Non-passenger landing fees	6,440	9,853	10,031	3,413	53.00 %	(178)	(1.77) %
5	Cargo and hangar rentals	4,659	4,904	4,616	245	5.26 %	288	6.24 %
6	Fuel tax	30,139	31,382	21,711	1,243	4.12 %	9,671	44.54 %
7	<b>Fuel Flowage Fees and Sales</b>	<b>51,703</b>	<b>39,497</b>	<b>49,651</b>	<b>(12,206)</b>	<b>(23.61) %</b>	<b>(10,154)</b>	<b>(20.45) %</b>
8	Other (ramp parking, rapid refuel)	68	1,170	1,440	1,102	1,620.59 %	(270)	(18.75) %
	Total Non-passenger airline revenue	93,009	86,806	87,449	(6,203)	(6.67) %	(643)	(0.74) %
	Total Aeronautical revenue	224,434	238,334	241,764	13,900	6.19 %	(3,430)	(1.42) %
Non-aeronautical revenue								
9	Land and building leases	49,886	51,937	48,723	2,051	4.11 %	3,214	6.60 %
10	Terminal - restaurant & retail	13,192	17,577	19,620	4,385	33.24 %	(2,043)	(10.41) %
11	Terminal - other	14,512	15,369	15,369	857	5.91 %	-	0.00 %
12	<b>Rental cars</b>	<b>85,619</b>	<b>160,560</b>	<b>169,881</b>	<b>74,941</b>	<b>87.53 %</b>	<b>(9,321)</b>	<b>(5.49) %</b>
13	<b>Parking</b>	<b>90,899</b>	<b>157,957</b>	<b>173,777</b>	<b>67,058</b>	<b>73.77 %</b>	<b>(15,820)</b>	<b>(9.10) %</b>
14	Ground Transportation	2,946	5,197	6,029	2,251	76.41 %	(832)	(13.80) %
15	Other (advertising, security fee, vending, etc)	4,253	2,190	2,591	(2,063)	(48.51) %	(401)	(15.48) %
	Total Non-aeronautical revenue	261,307	410,787	435,990	149,480	57.20 %	(25,203)	(5.78) %
	Total Operating revenues	485,741	649,121	677,754	163,380	33.64 %	(28,633)	(4.22) %

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

10/31/2022

	10/31/2022	10/31/2019	Variance to 2019		
	Actual	Actual	\$ Var	% Var	
<b>Operating revenue</b>					
Aeronautical revenue					
Passenger airline revenue					
1	Passenger airline landing fees	50,890	51,362	(472)	(0.92) %
2	Terminal rent	97,828	98,874	(1,046)	(1.06) %
3	Other (boarding bridge)	2,810	11,194	(8,384)	(74.90) %
	<b>Total Passenger airline revenue</b>	<b>151,528</b>	<b>161,430</b>	<b>(9,902)</b>	<b>(6.13) %</b>
Non-passenger airline revenue					
4	Non-passenger landing fees	9,853	13,380	(3,527)	(26.36) %
5	Cargo and hangar rentals	4,904	4,483	421	9.39 %
6	Fuel tax	31,382	19,328	12,054	62.37 %
7	Fuel Flowage Fees and Sales	39,497	58,103	(18,606)	(32.02) %
8	Other (ramp parking, rapid refuel)	1,170	1,590	(420)	(26.42) %
	<b>Total Non-passenger airline revenue</b>	<b>86,806</b>	<b>96,884</b>	<b>(10,078)</b>	<b>(10.40) %</b>
	<b>Total Aeronautical revenue</b>	<b>238,334</b>	<b>258,314</b>	<b>(19,980)</b>	<b>(7.73) %</b>
Non-aeronautical revenue					
9	Land and building leases	51,937	48,614	3,323	6.84 %
10	Terminal - restaurant & retail	17,577	13,789	3,788	27.47 %
11	Terminal - other	15,369	15,041	328	2.18 %
12	Rental cars	160,560	125,963	34,597	27.47 %
13	Parking	157,957	158,234	(277)	(0.18) %
14	Ground Transportation	5,197	5,881	(684)	(11.63) %
15	Other (advertising, security fee, vending, etc)	2,190	7,313	(5,123)	(70.05) %
	<b>Total Non-aeronautical revenue</b>	<b>410,787</b>	<b>374,835</b>	<b>35,952</b>	<b>9.59 %</b>
	<b>Total Operating revenues</b>	<b>649,121</b>	<b>633,149</b>	<b>15,972</b>	<b>2.52 %</b>

## Variance Explanations - October 2022 Revenue Compared to Forecast - Preliminary Financial Statements

	Oct-22	Oct-22	Oct-21	Forecast Variance		PY Variance	
	Forecast	Actual	Actual				
Capacity	25,989	25,869	31,646	(120)	0%	(5,777)	-18%
Passenger Landed Weight	24,481,117	25,975,437	29,813,862	1,494,320	6%	(3,838,425)	-13%
Enplanements	21,703	23,527	28,518	1,824	8%	(4,991)	-18%
Load Factor	84%	91%	90%		7%		1%

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a budget to actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly forecasted operating revenue for October (\$24,000).

### ***Operating Revenues:***

- 1 ***Passenger airline landing fees*** - October landing fee revenue was above forecast due to use of larger aircraft than expected.
- 7 ***Fuel flowage fees and fuel sales*** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are influenced by GA operations, primarily military and fire fighting operations. While total operations were generally up from prior Octobers, lower than expected military traffic is driving the negative forecast variance.
- 12 ***Rental Cars*** - Passenger levels were forecasted to come in 7% below budget for the year and to maintain conservatism, rental car revenue was not adjusted in the forecast. Rental car revenue exceeded forecast by 88%. This positive variance was driven by higher than expected passenger levels.
- 13 ***Parking*** - Similar to rental car revenue, parking revenue exceeded forecast by 74% for October 2022 due to a negative adjustment to revenues in response to the 7% reduction in forecasted passengers. Average per passenger spending was 60% higher than forecasted.

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		10/31/2022	10/31/2022	10/31/2021				
		Forecast	Actual	PY Actual	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>\$ 432,925</b>	<b>\$ 456,531</b>	<b>\$ 545,876</b>	<b>\$ 23,606</b>	<b>5.45 %</b>	<b>\$ (89,345)</b>	<b>(16.37) %</b>
2	Terminal rent	993,333	978,420	981,344	(14,913)	(1.50) %	(2,924)	(0.30) %
3	Other (boarding bridge)	21,896	23,350	22,134	1,454	6.64 %	1,216	5.49 %
	<i>Total Passenger airline revenue</i>	<i>1,448,154</i>	<i>1,458,301</i>	<i>1,549,354</i>	<i>10,147</i>	<i>0.70 %</i>	<i>(91,053)</i>	<i>(5.88) %</i>
Non-passenger airline revenue								
4	Non-passenger landing fees	95,121	101,611	130,500	6,490	6.82 %	(28,889)	(22.14) %
5	Cargo and hangar rentals	47,683	48,172	45,996	489	1.03 %	2,176	4.73 %
6	Fuel tax	323,721	330,399	171,184	6,678	2.06 %	159,215	93.01 %
7	Fuel Flowage Fees and Sales	401,592	383,472	398,041	(18,120)	(4.51) %	(14,569)	(3.66) %
8	Other (ramp parking, rapid refuel)	8,866	11,730	8,790	2,864	32.30 %	2,940	33.45 %
	<i>Total Non-passenger airline revenue</i>	<i>876,983</i>	<i>875,384</i>	<i>754,511</i>	<i>(1,599)</i>	<i>(0.18) %</i>	<i>120,873</i>	<i>16.02 %</i>
	<i>Total Aeronautical revenue</i>	<i>2,325,137</i>	<i>2,333,685</i>	<i>2,303,865</i>	<i>8,548</i>	<i>0.37 %</i>	<i>29,820</i>	<i>1.29 %</i>
Non-aeronautical revenue								
9	Land and building leases	524,229	528,120	506,829	3,891	0.74 %	21,291	4.20 %
10	Terminal - restaurant & retail	133,616	141,205	136,613	7,589	5.68 %	4,592	3.36 %
11	Terminal - other	151,976	153,690	153,057	1,714	1.13 %	633	0.41 %
12	<b>Rental cars</b>	<b>1,203,764</b>	<b>1,340,842</b>	<b>1,327,072</b>	<b>137,078</b>	<b>11.39 %</b>	<b>13,770</b>	<b>1.04 %</b>
13	<b>Parking</b>	<b>1,076,202</b>	<b>1,187,310</b>	<b>1,142,118</b>	<b>111,108</b>	<b>10.32 %</b>	<b>45,192</b>	<b>3.96 %</b>
14	Ground Transportation	42,109	48,290	46,309	6,181	14.68 %	1,981	4.28 %
15	Other (advertising, security fee, etc.)	34,495	49,872	58,600	15,377	44.58 %	(8,728)	(14.89) %
	<i>Total Non-aeronautical revenue</i>	<i>3,166,391</i>	<i>3,449,329</i>	<i>3,370,598</i>	<i>282,938</i>	<i>8.94 %</i>	<i>78,731</i>	<i>2.34 %</i>
	<b>Total Operating Revenues</b>	<b>\$ 5,491,528</b>	<b>\$ 5,783,014</b>	<b>\$ 5,674,463</b>	<b>\$ 291,486</b>	<b>5.31 %</b>	<b>\$ 108,551</b>	<b>1.91 %</b>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		10/31/2022	10/31/2019	Variance to 2019	
		Actual	Actual	\$ Var	% Var
<b>Operating revenue</b>					
Aeronautical revenue					
Passenger airline revenue					
1	Passenger airline landing fees	\$ 456,531	\$ 520,611	\$ (64,080)	(12.31) %
2	Terminal rent	978,420	986,029	(7,609)	(0.77) %
3	Other (boarding bridge)	23,350	104,593	(81,243)	(77.68) %
	<i>Total Passenger airline revenue</i>	<u>1,458,301</u>	<u>1,611,233</u>	<u>(152,932)</u>	<u>(9.49) %</u>
Non-passenger airline revenue					
4	Non-passenger landing fees	101,611	84,277	17,334	20.57 %
5	Cargo and hangar rentals	48,172	44,500	3,672	8.25 %
6	Fuel tax	330,399	175,384	155,015	88.39 %
7	Fuel Flowage Fees and Sales	383,472	459,946	(76,474)	(16.63) %
8	Other (ramp parking, rapid refuel)	11,730	7,920	3,810	48.11 %
	<i>Total Non-passenger airline revenue</i>	<u>875,384</u>	<u>772,027</u>	<u>103,357</u>	<u>13.39 %</u>
	<i>Total Aeronautical revenue</i>	<u>2,333,685</u>	<u>2,383,260</u>	<u>(49,575)</u>	<u>(2.08) %</u>
Non-aeronautical revenue					
9	Land and building leases	528,120	491,635	36,485	7.42 %
10	Terminal - restaurant & retail	141,205	139,332	1,873	1.34 %
11	Terminal - other	153,690	150,603	3,087	2.05 %
12	Rental cars	1,340,842	1,116,411	224,431	20.10 %
13	Parking	1,187,310	1,276,103	(88,793)	(6.96) %
14	Ground Transportation	48,290	62,803	(14,513)	(23.11) %
15	Other (advertising, security fee, etc.)	49,872	80,158	(30,286)	(37.78) %
	<i>Total Non-aeronautical revenue</i>	<u>3,449,329</u>	<u>3,317,045</u>	<u>132,284</u>	<u>3.99 %</u>
	<i>Total Operating Revenues</i>	<u>\$ 5,783,014</u>	<u>\$ 5,700,305</u>	<u>\$ 82,709</u>	<u>1.45 %</u>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		10/31/2022	10/31/2022	10/31/2021	Forecast \$	Forecast %	PY \$ Var	PY % Var
		Forecast	Actual	PY Actual	Variance	Variance		
<b>Operating expenses</b>								
16	Personnel compensation and benefits	\$ 2,151,666	\$ 2,103,637	\$ 1,939,937	(48,029)	(2.23) %	163,700	8.44 %
17	Communications and utilities	328,156	312,531	287,256	(15,625)	(4.76) %	25,275	8.80 %
<b>18</b>	<b>Supplies and materials</b>	<b>517,764</b>	<b>476,088</b>	<b>384,902</b>	<b>(41,676)</b>	<b>(8.05) %</b>	<b>91,186</b>	<b>23.69 %</b>
<b>19</b>	<b>Contract services</b>	<b>572,542</b>	<b>500,406</b>	<b>559,114</b>	<b>(72,136)</b>	<b>(12.60) %</b>	<b>(58,708)</b>	<b>(10.50) %</b>
<b>20</b>	<b>Repairs &amp; maintenance</b>	<b>348,737</b>	<b>373,333</b>	<b>344,255</b>	<b>24,596</b>	<b>7.05 %</b>	<b>29,078</b>	<b>8.45 %</b>
21	Insurance	114,310	113,211	111,263	(1,099)	(0.96) %	1,948	1.75 %
22	Training, Travel, & Air Service Development	120,609	86,066	79,871	(34,543)	(28.64) %	6,195	7.76 %
23	Other Expense (marketing, professional dues, etc)	71,303	47,434	134,211	(23,869)	(33.48) %	(86,777)	(64.66) %
24	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
	<i>Total Operating expenses</i>	<u>4,225,087</u>	<u>4,012,706</u>	<u>3,840,809</u>	<u>(212,381)</u>	<u>(5.03) %</u>	<u>171,897</u>	<u>4.48 %</u>
<b>Non-operating revenue (expenses)</b>								
25	Passenger facility charges	775,708	765,313	914,674	(10,395)	(1.34) %	(149,361)	(16.33) %
26	Interest income	29,840	41,523	29,105	11,683	39.15 %	12,418	42.67 %
27	Interest expense	(616,150)	(615,907)	(640,407)	243	0.04 %	24,500	(3.83) %
<b>28</b>	<b>Customer facility charges</b>	<b>503,792</b>	<b>568,920</b>	<b>590,432</b>	<b>65,128</b>	<b>12.93 %</b>	<b>(21,512)</b>	<b>(3.64) %</b>
<b>29</b>	<b>Capital contributions</b>	<b>11,033,536</b>	<b>4,760,875</b>	<b>18,053,207</b>	<b>(6,272,661)</b>	<b>(56.85) %</b>	<b>(13,292,332)</b>	<b>(73.63) %</b>
<b>29</b>	<b>Capital expenditures</b>	<b>(13,347,369)</b>	<b>(5,167,074)</b>	<b>(19,774,617)</b>	<b>8,180,295</b>	<b>61.29 %</b>	<b>14,607,543</b>	<b>(73.87) %</b>
<b>30</b>	<b>Non-Capital Contributions</b>	<b>3,100,606</b>	<b>56,696</b>	<b>66,742</b>	<b>(3,043,910)</b>	<b>(98.17) %</b>	<b>(10,046)</b>	<b>(15.05) %</b>
31	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
32	Other	-	20,000	-	(20,000)	0.00 %	20,000	0.00 %
	<i>Total Non-operating revenue (expenses)</i>	<u>1,479,963</u>	<u>430,346</u>	<u>(760,864)</u>	<u>(1,049,617)</u>	<u>70.92 %</u>	<u>1,191,210</u>	<u>156.56 %</u>
	<b>Excess of revenue over (under) expense</b>	<b>\$ 2,746,404</b>	<b>\$ 2,200,654</b>	<b>\$ 1,072,790</b>	<b>(545,750)</b>	<b>19.87 %</b>	<b>1,127,864</b>	<b>(105.13) %</b>



**Grand Junction Regional Airport Authority**  
**Statements of Changes in Net Position**

Unaudited - subject to change

		<u>10/31/2022</u>		<u>10/31/2019</u>		<u>Variance to 2019</u>	
		Actual	Actual			\$ Var	% Var
<b>Operating expenses</b>							
16	Personnel compensation and benefits	\$ 2,103,637	\$ 1,969,346			134,291	6.82 %
17	Communications and utilities	312,531	259,960			52,571	20.22 %
18	Supplies and materials	476,088	432,689			43,399	10.03 %
19	Contract services	500,406	493,967			6,439	1.30 %
20	Repairs & maintenance	373,333	309,508			63,825	20.62 %
21	Insurance	113,211	91,634			21,577	23.55 %
22	Training, Travel, & Air Service Development	86,066	155,468			(69,402)	(44.64) %
23	Other Expense (marketing, professional dues, etc)	47,434	49,245			(1,811)	(3.68) %
24	Contingency Expense	-	3,596			(3,596)	0.00 %
	<i>Total Operating expenses</i>	<u>4,012,706</u>	<u>3,765,413</u>			<u>247,293</u>	<u>6.57 %</u>
<b>Non-operating revenue (expenses)</b>							
25	Passenger facility charges	765,313	886,569			(121,256)	(13.68) %
26	Interest income	41,523	203,652			(162,129)	(79.61) %
27	Interest expense	(615,907)	(677,157)			61,250	9.05 %
28	Customer facility charges	568,920	646,528			(77,608)	(12.00) %
29	Capital contributions	4,760,875	2,961,817			1,799,058	60.74 %
29	Capital expenditures	(5,167,074)	(8,316,995)			3,149,921	37.87 %
	Non-Capital Contributions	56,696	-			56,696	#DIV/0!
30	Debt principal payments	-	-			-	0.00 %
31	Other	20,000	-			20,000	0.00 %
	<i>Total Non-operating revenue (expenses)</i>	<u>430,346</u>	<u>(4,295,586)</u>			<u>4,725,932</u>	<u>110.02 %</u>
	<b>Excess of revenue over (under) expense</b>	<b>\$ 2,200,654</b>	<b>\$ (2,360,694)</b>			<b>4,561,348</b>	<b>193.22 %</b>

## Variance Explanations - October 31, 2022 Preliminary Financial Statements

Variance explanations have been provided below for revenue and expense accounts that have a budget variance of more than 5% and where the revenue or expense category makes up at least 5% of the YTD operating budget of \$274,000 for revenue and \$276,000 for all non-capital expenses and non-operating revenues.

	YTD October- 22 Forecast	YTD October- 22 Actual	YTD October- 21 Actual	Forecast Variance	PY Variance
Seat Capacity	228,295	230,056	297,726	1,761	1%
Passenger Landed Weight	271,524,200	227,807,145	285,710,746	(43,717,055)	-16%
Enplanements	189,086	193,128	215,851	4,042	2%
Load Factor	83%	84%	72%	1%	11%

**Operating Revenues: Operating revenues were \$291K (5.3%) ahead of forecast through October 2022. This positive variance was due to higher than expected per passenger spending in both rental cars and parking, which caused non-aeronautical revenues to exceed forecast by 9%.**

- 1 **Passenger airline landing fees** - YTD through October 2022 landing fee exceeded forecast by 5.5% due to slightly larger aircraft than expected in addition to a moderate number of diversions over the summer.
- 12 **Rental Cars** - Rental car revenue continued to maintain historically high daily rental rates through October. This in conjunction with this slight increase in enplanements caused revenue to exceed forecast by 11.4%.
- 13 **Parking** - Through October 2022, parking revenue exceeded forecast by 10.3%. Higher than forecasted revenues are mainly attributable to higher per passenger spending and an average 9% increase in length of stay from prior year.

**Operating Expenses: Total Operating Expenses through October 2022 were \$212K below forecast primarily due to underspending in every category apart from Repairs and Maintenance. Total operating expenses are expected to come in under forecast for 2022.**

- 18 **Supplies & Materials** – Supplies & Materials costs were \$41,700 below forecast. This is due in part to higher forecasting for rental cars fuel spending as usage and prices were slightly lower in October. The remainder of the variance is from tools & equipment.
- 19 **Contract Services** – Contract services are \$72K under forecast through October. All of the professional services came in below forecast YTD October.
- 20 **Repairs & Maintenance** – Repairs and Maintenance activities were \$24.6K over budget through October. Due to higher than expected equipment repairs and maintenance, we anticipate that spending will be over forecast & budget on repairs and maintenance for 2022. This overage will be easily covered by underspending in the other operating expense categories.

### Non-Operating Revenues and Expenses:

- 28 **CFC Revenue** – CFC revenue was above forecast due to the higher than average passengers and average number of days cars are rented for. YTD October 2022 had an average rental transaction of 4.47 days compared to 4.56 for the same period in 2021 and 3.82 days in 2020.
- 29 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual forecast and the variance represents the estimated amount remaining to be spent. We have utilized approximately 39% of the forecast for capital expenditures through October, the major construction projects are underway and these costs will increase through the end of the year but we do not expect to spend the full \$11M for 2022. See the attached detail of costs incurred by project through October.
- 30 **Non-Capital Contributions** – The \$3.1M in Non-Capital Contributions is for the full draw down of ARPA grant funds. This is still expected to be drawn down for the year and will be reflected in the financials once the year has been fully closed out.

**Grand Junction Regional Airport Authority**  
**Statement of Financial Position - Unaudited, subject to change**

	Month Ending 10/31/2022	Month Ending 09/30/2022	Variance
<b>Assets</b>			
Current Assets			
	\$ 18,484,884	\$ 17,937,331	\$ 547,552
	2,943,641	2,887,864	55,778
1	<i>Total Cash and Cash Equivalents</i>	20,825,195	603,330
Accounts Receivable			
	1,578,294	1,286,169	292,125
	4,478,407	4,395,750	82,657
2	<i>Total Accounts Receivable, Net</i>	5,681,919	374,782
3	Prepaid Expenses	108,385	121,898
	<i>Total Current Assets</i>	26,629,012	964,599
<b>Non-Current Assets</b>			
Capital Assets			
	31,780,573	31,780,573	-
	53,502,252	53,925,612	(423,360)
4	<i>Total Capital Assets, Net</i>	85,706,185	(423,360)
5	Bond Project Fund	418,501	417,662
	<i>Total Non-Current Assets</i>	86,123,847	(422,522)
	<b>Total Assets</b>	<b>113,294,936</b>	<b>542,077</b>
6	<b>Deferred Outflows of Resources - Pension Plan</b>	<b>625,066</b>	<b>625,066</b>
<b>Liabilities</b>			
Current Liabilities			
7	Accounts Payable - Ops	352,106	164,114
7	Accounts Payable - Capital	1,999,407	1,604,698
8	Accrued Expenses	246,498	254,722
9	Lease Deposits	150,694	154,140
10	Deferred Revenue	25,067	25,067
11	Current portion of capital lease and bonds payable	1,246,019	1,184,482
	<i>Total Current Liabilities</i>	3,387,222	632,567
Long Term Liabilities			
	16,302,711	16,302,711	-
	348,844	350,933	(2,089)
	1,395,594	1,395,594	-
12	<i>Total Long Term Liabilities</i>	18,049,239	(2,089)
	<i>Total Liabilities</i>	21,436,461	630,479
13	<b>Deferred Inflows of Resources - Pension Plan</b>	<b>1,425,215</b>	<b>1,425,215</b>
	<b>Total Net Position</b>	<b>\$ 90,427,848</b>	<b>\$ (88,401)</b>

## **Variance Explanations - October 2022 Statement of Financial Position**

***Assets: Total Assets increased by \$542K from September 2022 to October 2022 which was primarily due to the grant reimbursements and capital accounts receivable cycles.***

- 1 **Cash** – Cash increased by \$603K from September 2022 to October 2022. The increase was due to grant payments received during the period.
- 2 **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Capital receivables increased as expected as construction season continued on AIP projects but was offset by the quick receipt of grant reimbursements.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. The decrease in this account is the monthly amortization or use of these services.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation based on assets placed in service as of December 31, 2021.
- 5 **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

### ***Deferred Outflows of Resources:***

- 6 **Deferred Outflows of Resources - Pension Plan** – The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts all represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

***Liabilities: Total Liabilities increased \$630K from September 2022 to October 2022 due to a increase in capital accounts payable associated with the airfield projects.***

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. The capital accounts payable increase was due to progress made on the Airport Development Plan, Runway 12/30 Schedule 1-3 Construction, Runway 12/30 Schedule 4 Construction, and Runway 12/30 Schedule 4-7 Infrastructure Design.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately \$180,000) and payroll accruals to properly recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bonds. The change from the prior month is the monthly bond interest.
- 12 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually in December to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for periods farther out than 12 months.

***Deferred Inflows of Resources:***

- 13 **Deferred Inflows of Resources - Pension Plan** – Similar to deferred outflows described above, the deferred inflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. Deferred Inflows of resources actually represent increases to the pension liability that will be recognized in future years, primarily related to changes in actuarial assumptions. These will only be calculated annually, and therefore no changes will be seen month to month.

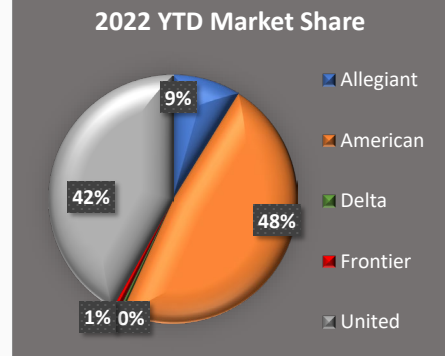
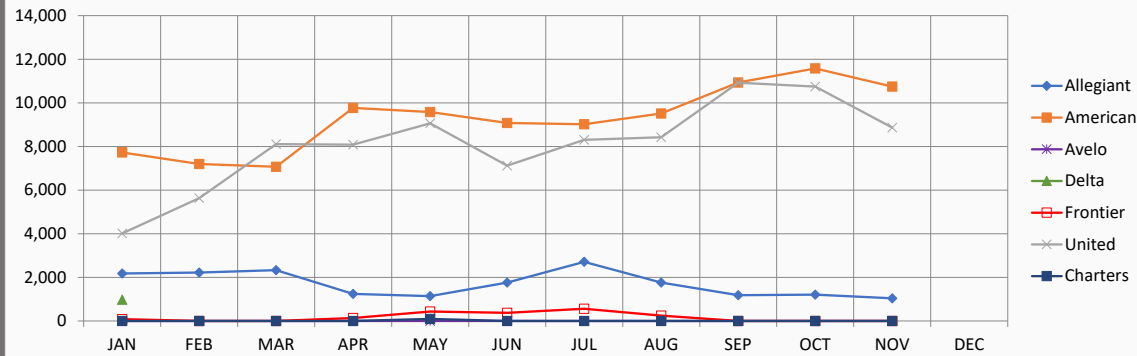


GRAND JUNCTION REGIONAL AIRPORT

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**November 2022**  
DATA & STATISTICS

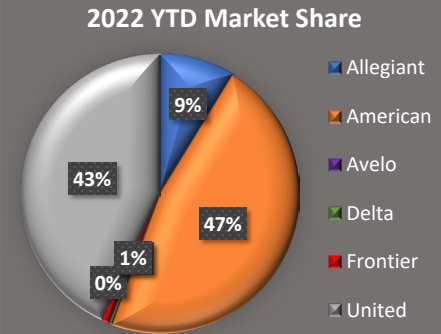
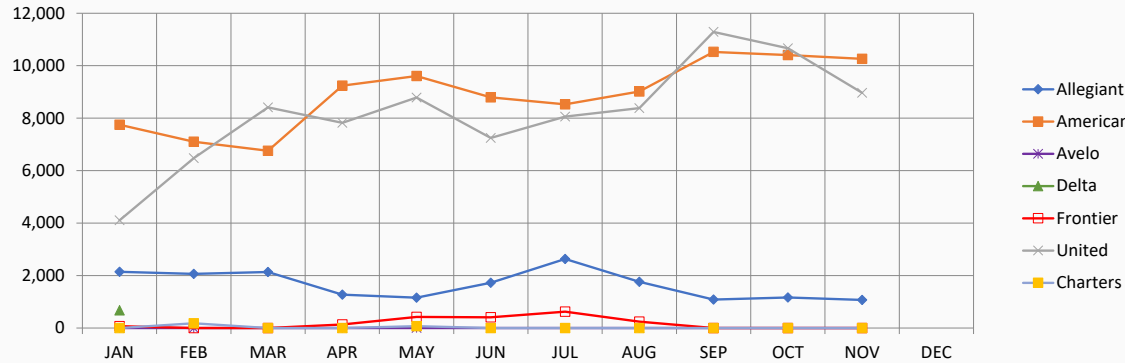
# Passenger Enplanements (Rev & Non-Rev only)



2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	2,180	7,725	0	975	88	4,013	0	14,981	↑ 47.9%
FEB	2,220	7,197	0	0	0	5,632	0	15,049	↑ 31.6%
MAR	2,327	7,070	0	0	0	8,108	0	17,505	↑ 9.5%
APR	1,240	9,768	0	0	131	8,083	0	19,222	↑ 1.1%
MAY	1,142	9,582	0	0	435	9,064	94	20,317	↓ -4.9%
JUN	1,764	9,077	0	0	369	7,121	0	18,331	↓ -29.5%
JUL	2,710	9,019	0	0	560	8,302	0	20,591	↓ -25.9%
AUG	1,764	9,510	0	0	246	8,421	0	19,941	↓ -29.6%
SEP	1,185	10,932	0	0	0	10,924	0	23,041	↓ -15.9%
OCT	1,206	11,578	0	0	0	10,743	0	23,527	↓ -17.3%
NOV	1,039	10,744	0	0	0	8,867	0	20,650	↓ -9.4%
DEC								0	
<b>TOTAL</b>	<b>18,777</b>	<b>102,202</b>	<b>-</b>	<b>975</b>	<b>1,829</b>	<b>89,278</b>	<b>94</b>	<b>213,155</b>	
Market Share	8.81%	47.95%	0.00%	0.46%	0.86%	41.88%	0.04%	100.00%	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	939	4,854	0	1,603	0	2,731	0	10,127
FEB	1,194	5,135	0	1,681	0	3,275	150	11,435
MAR	1,880	7,492	0	2,486	0	4,134	0	15,992
APR	1,675	9,768	0	2,846	0	4,718	0	19,007
MAY	1,530	9,766	800	3,962	0	5,262	50	21,370
JUN	1,449	10,720	1,414	4,664	564	7,187	0	25,998
JUL	1,518	11,314	1,652	4,952	420	7,950	0	27,806
AUG	1,380	10,313	640	4,540	1,900	9,544	0	28,317
SEP	1,570	10,203	0	4,512	1,107	10,004	0	27,396
OCT	2,597	12,947	0	4,084	1,040	7,785	0	28,453
NOV	2,980	8,962	0	3,821	746	6,273	0	22,782
DEC	1,653	8,500	0	3,445	581	6,331	0	20,510
<b>TOTAL</b>	<b>20,365</b>	<b>109,974</b>	<b>4,506</b>	<b>42,596</b>	<b>6,358</b>	<b>75,194</b>	<b>200</b>	<b>259,193</b>
Market Share	7.86%	42.43%	1.74%	16.43%	2.45%	29.01%	0.08%	100.00%

# Passenger Deplanements

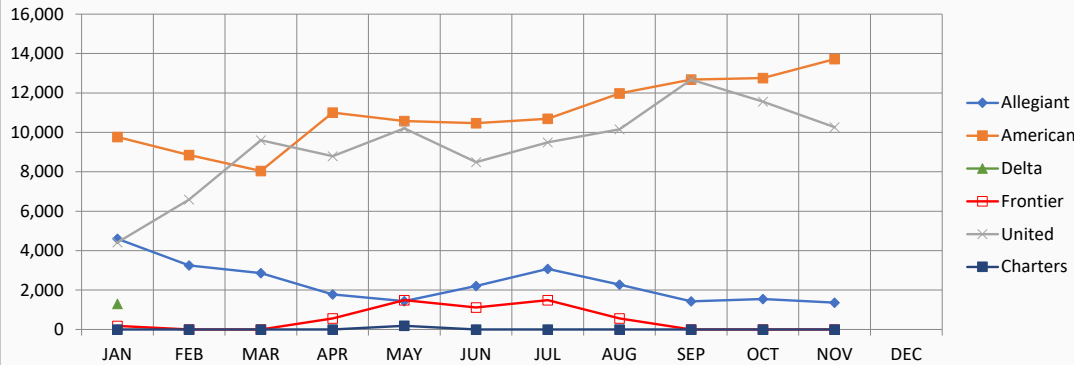


2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	2,141	7,747	0	672	69	4,105	0	14,734	↑ 45.6%
FEB	2,066	7,099	0	0	0	6,473	181	15,819	↑ 16.1%
MAR	2,135	6,758	0	0	0	8,414	0	17,307	↑ 0.9%
APR	1,270	9,243	0	0	133	7,823	0	18,469	↑ 1.3%
MAY	1,154	9,608	0	0	423	8,790	67	20,042	↓ -5.2%
JUN	1,727	8,796	0	0	407	7,246	0	18,176	↓ -28.8%
JUL	2,633	8,530	0	0	624	8,063	0	19,850	↓ -26.2%
AUG	1,763	9,014	0	0	242	8,385	0	19,404	↓ -29.8%
SEP	1,083	10,525	0	0	0	11,288	0	22,896	↓ -17.8%
OCT	1,165	10,408	0	0	0	10,662	0	22,235	↓ -17.3%
NOV	1,071	10,259	0	0	0	8,967	0	20,297	↓ -8.7%
DEC								0	
<b>TOTAL</b>	<b>18,208</b>	<b>97,987</b>	<b>-</b>	<b>672</b>	<b>1,898</b>	<b>90,216</b>	<b>248</b>	<b>209,229</b>	
Market Share	8.70%	46.83%	0.00%	0.32%	0.91%	43.12%	0.12%	100.00%	

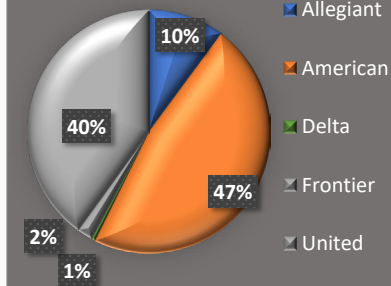
2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	1,025	4,890	0	1,656	0	2,551	0	10,122
FEB	1,076	5,971	0	1,707	0	4,726	150	13,630
MAR	1,826	7,840	0	2,632	0	4,857	0	17,155
APR	1,552	9,269	0	2,764	0	4,653	0	18,238
MAY	1,571	9,492	804	3,838	0	5,385	50	21,140
JUN	1,541	10,740	1,473	4,465	581	6,728	0	25,528
JUL	1,285	11,146	1,565	4,876	399	7,573	50	26,894
AUG	1,447	9,703	674	4,484	1,861	9,481	0	27,650
SEP	1,469	10,381	0	4,553	1,163	10,240	61	27,867
OCT	2,233	11,961	0	3,910	1,180	7,589	0	26,873
NOV	3,090	8,236	0	3,835	648	6,433	0	22,242
DEC	1,598	8,811	0	3,674	676	6,880	0	21,639
<b>TOTAL</b>	<b>19,713</b>	<b>108,440</b>	<b>4,516</b>	<b>42,394</b>	<b>6,508</b>	<b>77,096</b>	<b>311</b>	<b>258,978</b>
Market Share	7.61%	41.87%	1.74%	16.37%	2.51%	29.77%	0.12%	100.00%



# Capacity



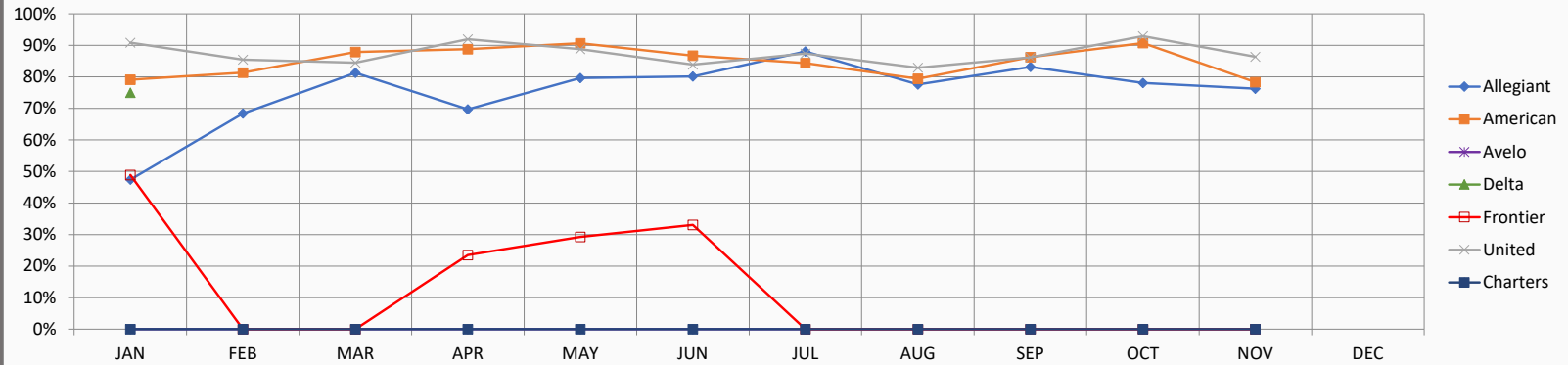
## 2022 YTD Market Share



2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	4,599	9,766	0	1,300	180	4,416	0	20,261	↓ -17.8%
FEB	3,246	8,848	0	0	0	6,592	0	18,686	↓ -20.4%
MAR	2,862	8,044	0	0	0	9,598	0	20,504	↓ -17.1%
APR	1,779	10,999	0	0	558	8,790	0	22,126	↓ -13.2%
MAY	1,434	10,571	0	0	1,488	10,206	186	23,885	↓ -9.2%
JUN	2,202	10,468	0	0	1,116	8,490	0	22,276	↓ -39.1%
JUL	3,078	10,693	0	0	1,488	9,498	0	24,757	↓ -31.6%
AUG	2,274	11,980	0	0	558	10,158	0	24,970	↓ -29.4%
SEP	1,425	12,677	0	0	0	12,676	0	26,778	↓ -20.5%
OCT	1,545	12,762	0	0	0	11,562	0	25,869	↓ -18.3%
NOV	1,362	13,717	0	0	0	10,266	0	25,345	↓ -6.9%
DEC								0	
<b>TOTAL</b>	<b>25,806</b>	<b>120,525</b>	<b>-</b>	<b>1,300</b>	<b>5,388</b>	<b>102,252</b>	<b>186</b>	<b>255,457</b>	
Market Share	10.10%	47.18%	0.00%	0.51%	0	40.03%	0.07%	100.00%	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	2,910	10,873		4,470		6,400	0	24,653
FEB	3,270	10,243		3,920		5,860	175	23,468
MAR	4,476	10,173		4,510		5,560	0	24,719
APR	3,552	12,522		4,326		5,100	0	25,500
MAY	2,808	10,796	2,457	4,400		5,808	50	26,319
JUN	2,496	13,689	3,213	5,860	1,836	9,490	0	36,584
JUL	2,244	14,461	3,213	6,191	1,098	8,998	0	36,205
AUG	2,496	11,365	1,659	6,291	2,178	11,366	0	35,355
SEP	2,496	12,625		5,515	1,656	11,210	186	33,688
OCT	3,798	13,503		4,615	1,662	8,068	0	31,646
NOV	4,794	9,830		4,450	1,482	6,658	0	27,214
DEC	2,274	10,219		4,615	1,650	6,880	0	25,638
<b>TOTAL</b>	<b>37,614</b>	<b>140,299</b>	<b>10,542</b>	<b>59,163</b>	<b>11,562</b>	<b>91,398</b>	<b>411</b>	<b>350,989</b>
Market Share	10.72%	39.97%		16.86%		26.04%	0.12%	93.70%

# Load Factor



2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	47%	79%	0%	75%	49%	91%	0%	74%	↑ 33%
FEB	68%	81%	0%	0%	0%	85%	0%	81%	↑ 32%
MAR	81%	88%	0%	0%	0%	84%	0%	85%	↑ 21%
APR	70%	89%	0%	0%	23%	92%	0%	87%	↑ 12%
MAY	80%	91%	0%	0%	29%	89%	0%	85%	↑ 4%
JUN	80%	87%	0%	0%	33%	84%	0%	82%	↑ 11%
JUL	88%	84%	0%	0%	0%	87%	0%	83%	↑ 6%
AUG	78%	79%	0%	0%	0%	83%	0%	80%	↓ 0%
SEP	83%	86%	0%	0%	0%	86%	0%	86%	↑ 5%
OCT	78%	91%	0%	0%	0%	93%	0%	91%	↑ 1%
NOV	76%	78%	0%	0%	0%	86%	0%	81%	↓ -2%
DEC									
<b>TOTAL</b>	<b>73%</b>	<b>85%</b>	<b>#DIV/0!</b>	<b>75%</b>	<b>34%</b>	<b>87%</b>	<b>51%</b>	<b>83%</b>	

2021	Allegiant (SNA, AZA, LAS)	American (DFW, PHX, LAX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total
JAN	32%	45%	0%	36%	0%	43%	0%	41%
FEB	37%	50%	0%	43%	0%	56%	86%	49%
MAR	42%	74%	0%	55%	0%	74%	0%	65%
APR	47%	78%	0%	66%	0%	93%	0%	75%
MAY	54%	90%	0%	90%	0%	91%	0%	81%
JUN	58%	78%	0%	80%	0%	76%	0%	71%
JUL	68%	78%	0%	80%	0%	88%	0%	77%
AUG	55%	91%	0%	72%	0%	84%	0%	80%
SEP	63%	81%	0%	82%	0%	89%	0%	81%
OCT	68%	96%	0%	88%	0%	96%	0%	90%
NOV	62%	91%	0%	86%	0%	94%	0%	84%
DEC	73%	83%	0%	75%	0%	92%	0%	80%
<b>TOTAL</b>	<b>54%</b>	<b>78%</b>	<b>0%</b>	<b>72%</b>	<b>0%</b>	<b>82%</b>	<b>49%</b>	<b>74%</b>

# 2022 Enplaned and Deplaned Airfreight - Lbs

## 2022 Market Share

2022 YTD		3.54% ↑	-6.59% ↓
Enplaned Freight	3,148,968		
Deplaned Freight	5,516,861		

2021 YTD	
Enplaned Freight	3,041,320
Deplaned Freight	5,906,155

0%

- ▲ FedEx
- ▲ Key Lime
- ▲ American
- ▲ Delta
- ▲ United

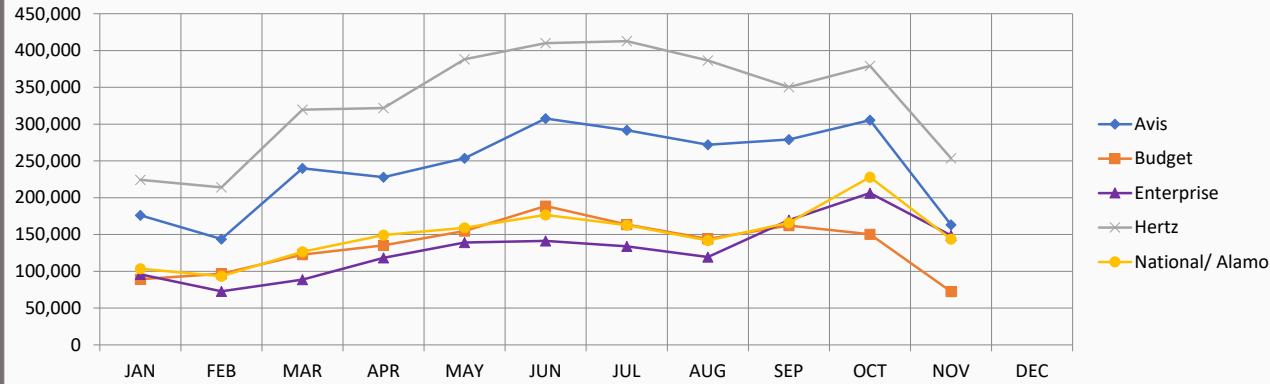
Enplaned	FedEx	Key Lime	American	Delta	United	Total	YTD Total	Annual Inc/Dec
JAN	281,971	21,922	-	466	4	304,363	304,363	↑ 14.8%
FEB	263,502	20,495	33	-	74	284,104	588,467	↑ 39.4%
MAR	313,274	14,118	81	-	471	327,944	916,411	↑ 15.8%
APR	253,910	12,538	-	-	351	266,799	1,183,210	↓ -1.1%
MAY	219,212	16,435	348	-	426	236,421	1,419,631	↑ 2.9%
JUN	271,508	13,081	75	-	488	285,152	1,704,783	↑ 1.9%
JUL	277,090	14,474	25	-	83	291,672	1,996,455	↑ 2.5%
AUG	303,354	15,743	1,440	-	-	320,537	2,316,992	↑ 6.0%
SEP	275,974	15,717	-	-	-	291,691	2,608,683	↓ -6.5%
OCT	260,727	14,008	-	-	257	274,992	2,883,675	↓ -10.2%
NOV	254,425	10,868	-	-	-	265,293	3,148,968	↓ -12.9%
DEC						-		
<b>TOTAL</b>	<b>2,974,947</b>	<b>169,399</b>	<b>2,002</b>	<b>466</b>	<b>2,154</b>	<b>3,148,968</b>	<b>3,148,968</b>	
Market Share	94.47%	5.38%	0.06%	0.01%	0.07%	100.00%		

Deplaned	FedEx	Key Lime	American	Delta	United	Total	YTD Total	Month over Month Inc/Dec
JAN	281,971	69,941	219	47	306	352,484	352,484	↓ -19.5%
FEB	399,926	62,834	724	-	323	463,807	816,291	↑ 10.4%
MAR	570,932	89,435	814	-	491	661,672	1,477,963	↑ 14.3%
APR	391,109	82,141	1,190	-	432	474,872	1,952,835	↓ -8.1%
MAY	369,191	87,021	72	-	359	456,643	2,409,478	↓ -8.7%
JUN	506,196	87,546	98	-	941	594,781	3,004,259	↓ -0.3%
JUL	452,872	78,838	281	-	207	532,198	3,536,457	↓ -15.9%
AUG	457,011	93,885	1,501	-	-	552,397	4,088,854	↓ -5.6%
SEP	429,735	90,624	661	-	-	521,020	4,609,874	↓ -22.7%
OCT	351,155	83,704	548	-	418	435,825	5,045,699	↓ -14.5%
NOV	390,253	80,158	751	-	-	471,162	5,516,861	↑ 3.7%
DEC						-		
<b>TOTAL</b>	<b>4,600,351</b>	<b>906,127</b>	<b>6,859</b>	<b>47</b>	<b>3,477</b>	<b>5,516,861</b>	<b>5,516,861</b>	
Market Share	83.39%	16.42%	0.12%	0.00%	0.06%	100.00%		

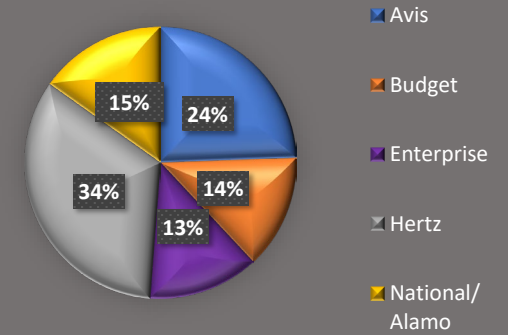
# 2022 Aircraft Operations

2022	Itinerant					LOCAL			TOTAL
	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	
JAN	395	615	1,855	138	3,003	1,388	86	1,474	4,477
FEB	431	615	1,747	115	2,908	1,654	110	1,764	4,672
MAR	508	566	1,860	142	3,076	1,496	64	1,560	4,636
APR	521	516	1,789	151	2,977	1,318	62	1,380	4,357
MAY	581	533	2,036	139	3,289	1,868	78	1,946	5,235
JUN	536	535	1,980	132	3,183	1,556	46	1,602	4,785
JUL	586	469	1,831	49	2,935	1,064	40	1,104	4,039
AUG	607	456	1,982	98	3,143	1,808	32	1,840	4,983
SEP	555	460	2,017	148	3,180	1,678	32	1,710	4,890
OCT	587	463	2,021	134	3,205	1,908	58	1,966	5,171
NOV	522	475	1,524	79	2,600	1,352	22	1,374	3,974
DEC					0			0	0
<b>TOTAL</b>	<b>5,829</b>	<b>5,703</b>	<b>20,642</b>	<b>1,325</b>	<b>33,499</b>	<b>17,090</b>	<b>630</b>	<b>17,720</b>	<b>51,219</b>
Historical Data	2017	2018	2019	2020	2021	2022	2021-2022 Inc/Dec		
JAN	3,325	3,320	3,425	3,713	4,904	4,477	↓	-8.71%	
FEB	2,888	2,945	3,473	4,378	4,195	4,672	↑	11.37%	
MAR	4,356	3,931	4,119	3,241	4,710	4,636	↓	-1.57%	
APR	3,717	3,670	3,378	2,436	4,238	4,357	↑	2.81%	
MAY	3,821	3,908	4,075	3,826	4,514	5,235	↑	15.97%	
JUN	4,839	4,287	4,293	4,588	5,000	4,785	↓	-4.30%	
JUL	3,997	5,195	4,348	4,784	5,014	4,039	↓	-19.45%	
AUG	4,084	5,139	4,256	5,436	4,858	4,983	↑	2.57%	
SEP	3,496	4,161	3,941	4,777	5,355	4,890	↓	-8.68%	
OCT	3,752	4,600	4,004	5,216	5,095	5,171	↑	1.49%	
NOV	3,074	4,092	3,811	4,612	4,841	3,974	↓	-17.91%	
DEC	2,957	3,612	4,216	4,532	4,269	-			
<b>TOTAL</b>	<b>44,306</b>	<b>48,860</b>	<b>47,339</b>	<b>51,539</b>	<b>56,993</b>	<b>51,219</b>			

# 2022 Rental Car Revenues



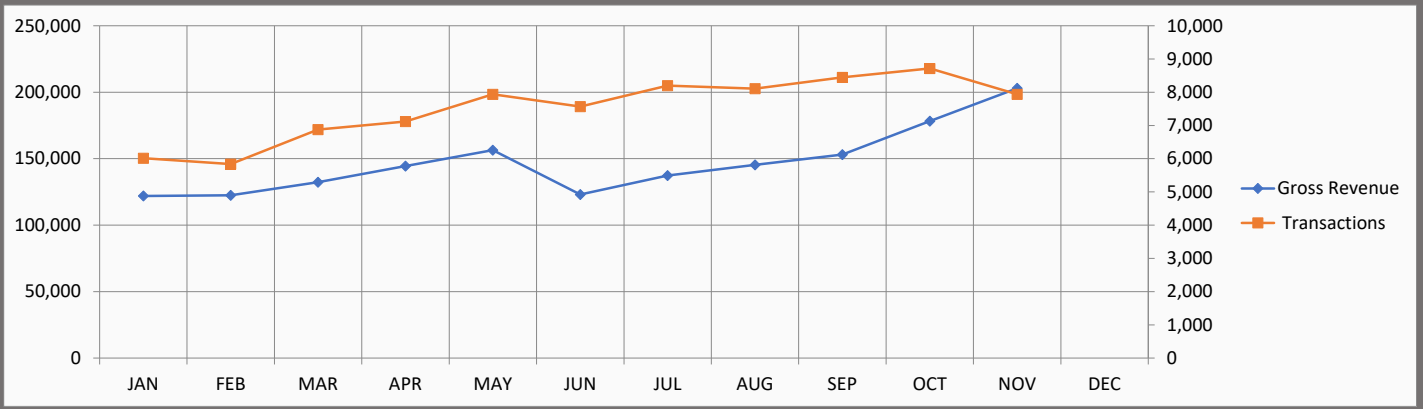
## 2022 Market Share



2022	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD Inc/Dec	Market Share
JAN	176,166	89,345	95,880	224,219	103,471	689,081	689,081	↑	83.6%
FEB	143,863	96,759	72,822	214,043	93,316	620,803	1,309,884	↑	57.3%
MAR	240,024	122,561	88,755	319,526	126,531	897,398	2,207,282	↑	43.4%
APR	227,825	135,356	118,265	321,883	149,140	952,468	3,159,751	↑	33.4%
MAY	253,564	154,634	139,193	388,020	159,108	1,094,518	4,254,269	↑	24.0%
JUN	307,601	188,738	141,273	410,136	176,650	1,224,398	5,478,667	↑	13.6%
JUL	291,685	163,564	133,813	412,711	162,717	1,164,489	6,643,157	↑	6.5%
AUG	272,047	144,127	119,251	386,339	141,719	1,063,483	7,706,640	↑	0.9%
SEP	279,133	162,152	169,651	350,376	165,881	1,127,193	8,833,832	↓	-1.9%
OCT	305,409	150,280	206,331	378,976	227,963	1,268,961	10,102,793	↓	-2.6%
NOV	163,151	72,511	148,808	253,682	143,677	781,830	10,884,623	↓	-2.6%
DEC	0	0	0	0	0	0	0		
<b>TOTAL</b>	<b>2,660,468</b>	<b>1,480,027</b>	<b>1,434,041</b>	<b>3,659,912</b>	<b>1,650,175</b>	<b>10,884,623</b>	<b>10,884,623</b>		
Market Share	24.44%	13.60%	13.17%	33.62%	15.16%	100.00%			

2021	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	63,490	37,121	68,456	115,341	90,873	375,281	375,281
FEB	88,747	47,482	85,630	138,855	96,619	457,332	832,613
MAR	137,342	97,006	114,654	208,673	148,899	706,573	1,539,186
APR	171,522	88,618	143,501	235,388	189,830	828,859	2,368,045
MAY	242,237	140,693	182,533	295,030	203,100	1,063,592	3,431,637
JUN	307,265	192,646	257,472	409,070	224,989	1,391,441	4,823,079
JUL	227,496	158,122	261,933	518,255	246,824	1,412,630	6,235,709
AUG	256,062	172,401	277,202	486,233	211,488	1,403,386	7,639,095
SEP	296,712	196,735	246,145	413,975	211,120	1,364,687	9,003,782
OCT	345,523	201,302	222,811	369,014	233,440	1,372,091	10,375,873
NOV	163,909	111,083	133,277	263,968	132,329	804,566	11,180,439
DEC	150,935	78,621	103,418	234,091	121,686	688,750	11,869,189
<b>TOTAL</b>	<b>2,451,240</b>	<b>1,521,829</b>	<b>2,097,032</b>	<b>3,687,891</b>	<b>2,111,197</b>	<b>11,869,189</b>	
Market Share	20.65%	12.82%	17.67%	31.07%	17.79%	100.00%	

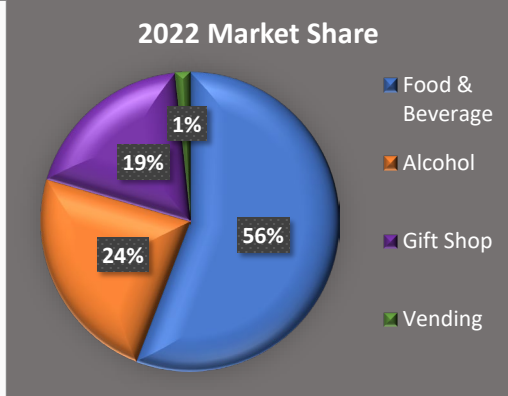
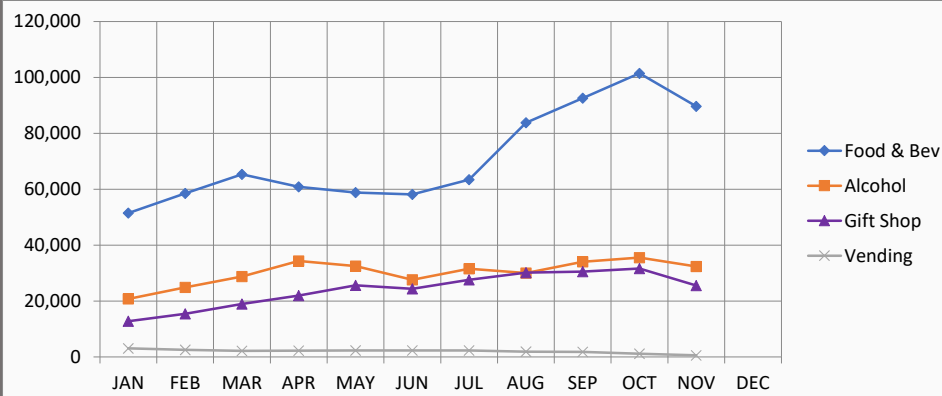
## 2022 Parking Revenues



2022	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD Inc/Dec
JAN	121,929	6,017	121,929	6,017	\$ 20.26	↑ 21.4%
FEB	122,490	5,838	244,419	11,855	\$ 20.98	↑ 23.6%
MAR	132,255	6,876	376,674	18,731	\$ 19.23	↑ 9.4%
APR	144,445	7,116	521,119	25,847	\$ 20.30	↑ 8.6%
MAY	156,412	7,935	677,531	33,782	\$ 19.71	↑ 12.5%
JUN	123,087	7,568	800,618	41,350	\$ 16.26	↑ 5.3%
JUL	137,341	8,201	937,959	49,551	\$ 16.75	↑ 7.1%
AUG	145,288	8,109	1,083,247	57,660	\$ 17.92	↑ 2.3%
SEP	153,041	8,447	1,236,288	66,107	\$ 18.12	↑ 1.0%
OCT	178,323	8,716	1,414,611	74,823	\$ 20.46	↑ 4.4%
NOV	202,956	7,939	1,617,567	82,762	\$ 25.56	↑ 20.7%
DEC						
<b>TOTAL</b>	<b>1,617,567</b>	<b>82,762</b>	<b>1,617,567</b>	<b>82,762</b>	<b>\$ 19.54</b>	

2021	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD Inc/Dec
JAN	66,348	3,974	66,348	3,974	\$ 16.70	
FEB	68,043	4,007	134,391	7,981	\$ 16.98	
MAR	98,838	5,620	233,229	13,601	\$ 17.59	
APR	125,854	6,731	359,083	20,332	\$ 18.70	
MAY	142,565	8,135	501,648	28,467	\$ 17.52	
JUN	146,746	9,501	648,394	37,968	\$ 15.45	
JUL	162,832	10,415	811,226	48,383	\$ 15.63	
AUG	181,250	10,348	992,476	58,731	\$ 17.52	
SEP	168,273	9,383	1,160,749	68,114	\$ 17.93	
OCT	195,724	9,990	1,356,473	78,104	\$ 19.59	
NOV	185,972	8,777	1,542,445	86,881	\$ 21.19	
DEC	158,749	8,846	1,701,194	95,727	\$ 17.95	
<b>TOTAL</b>	<b>1,701,194</b>	<b>95,727</b>	<b>1,701,194</b>	<b>95,727</b>	<b>\$ 17.77</b>	

# 2022 Terminal Concessions Revenues



2022	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual Inc/Dec	
JAN	51,472	20,758	12,776	3,070	\$ 88,076	↑ 58.0%	
FEB	58,525	24,891	15,427	2,525	\$ 101,369	↑ 21.2%	
MAR	65,297	28,772	18,980	2,206	\$ 115,255	↑ 18.0%	
APR	60,875	34,303	21,927	2,208	\$ 119,314	↑ 0.8%	
MAY	58,830	32,478	25,633	2,317	\$ 119,257	↓ -12.3%	
JUN	58,144	27,597	24,343	2,305	\$ 112,388	↓ -31.0%	
JUL	63,414	31,535	27,593	2,331	\$ 124,872	↓ -31.0%	
AUG	83,768	29,995	30,164	1,900	\$ 145,826	↓ -19.9%	
SEP	92,577	34,068	30,497	1,791	\$ 158,933	↓ -4.9%	
OCT	101,481	35,545	31,633	1,115	\$ 169,773	↓ -1.5%	
NOV	89,651	32,333	25,552	577	\$ 148,112	↑ 9.2%	
DEC							
<b>TOTAL</b>	<b>784,036</b>	<b>332,273</b>	<b>264,524</b>	<b>22,343</b>	<b>1,403,175</b>		

2021	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	33,403	11,949	9,255	1,131	\$ 55,738
FEB	50,088	19,620	12,802	1,135	\$ 83,645
MAR	58,629	19,854	17,992	1,200	\$ 97,674
APR	69,494	25,759	21,809	1,268	\$ 118,330
MAY	77,826	30,877	26,036	1,313	\$ 136,052
JUN	94,602	35,625	30,789	1,871	\$ 162,887
JUL	105,793	37,529	35,716	1,973	\$ 181,010
AUG	102,135	42,046	35,720	2,136	\$ 182,036
SEP	91,416	37,247	35,920	2,474	\$ 167,057
OCT	95,224	41,686	32,860	2,580	\$ 172,350
NOV	71,570	32,007	29,316	2,692	\$ 135,585
DEC	74,633	32,530	24,264	2,929	\$ 134,356
<b>TOTAL</b>	<b>924,812</b>	<b>366,728</b>	<b>312,477</b>	<b>22,700</b>	<b>1,626,717</b>
Market Share	57%	23%	19%	1%	100%

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

11/30/2022

	Month			Forecast Variance		Prior Year Variance		
	11/30/2022	11/30/2022	11/30/2021					
	2022 FORECAS'	Actual	PY Actual	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var	
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>36,538</b>	<b>45,194</b>	<b>45,793</b>	<b>8,656</b>	<b>23.69 %</b>	<b>(599)</b>	<b>(1.31) %</b>
2	Terminal rent	93,334	97,828	97,232	4,494	4.81 %	596	0.61 %
3	Other (boarding bridge)	1,553	3,350	1,246	1,797	115.71 %	2,104	168.86 %
	Total Passenger airline revenue	131,425	146,372	144,271	14,947	11.37 %	2,101	1.46 %
Non-passenger airline revenue								
4	Non-passenger landing fees	6,440	9,041	9,468	2,601	40.39 %	(427)	(4.51) %
5	Cargo and hangar rentals	4,659	4,903	4,616	244	5.24 %	287	6.22 %
6	<b>Fuel tax</b>	<b>30,139</b>	<b>27,709</b>	<b>22,348</b>	<b>(2,430)</b>	<b>(8.06) %</b>	<b>5,361</b>	<b>23.99 %</b>
7	<b>Fuel Flowage Fees and Sales</b>	<b>51,703</b>	<b>35,728</b>	<b>44,998</b>	<b>(15,975)</b>	<b>(30.90) %</b>	<b>(9,270)</b>	<b>(20.60) %</b>
8	Other (ramp parking, rapid refuel)	68	1,200	1,290	1,132	1,664.71 %	(90)	(6.98) %
	Total Non-passenger airline revenue	93,009	78,581	82,720	(14,428)	(15.51) %	(4,139)	(5.00) %
	Total Aeronautical revenue	224,434	224,953	226,991	519	0.23 %	(2,038)	(0.90) %
Non-aeronautical revenue								
9	Land and building leases	49,886	51,706	48,723	1,820	3.65 %	2,983	6.12 %
10	Terminal - restaurant & retail	13,192	15,400	17,367	2,208	16.74 %	(1,967)	(11.33) %
11	Terminal - other	14,512	15,369	15,369	857	5.91 %	-	0.00 %
12	<b>Rental cars</b>	<b>85,619</b>	<b>105,080</b>	<b>104,269</b>	<b>19,461</b>	<b>22.73 %</b>	<b>811</b>	<b>0.78 %</b>
13	<b>Parking</b>	<b>90,899</b>	<b>179,959</b>	<b>164,377</b>	<b>89,060</b>	<b>97.98 %</b>	<b>15,582</b>	<b>9.48 %</b>
14	Ground Transportation	2,946	4,370	4,829	1,424	48.34 %	(459)	(9.51) %
15	Other (advertising, security fee, vending, etc)	4,253	5,326	2,384	1,073	25.23 %	2,942	123.41 %
	Total Non-aeronautical revenue	261,307	377,210	357,318	115,903	44.36 %	19,892	5.57 %
	Total Operating revenues	485,741	602,163	584,309	116,422	23.97 %	17,854	3.06 %



# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

11/30/2022

	11/30/2022	11/30/2019	Variance to 2019	
	Actual	Actual	\$ Var	% Var
<b>Operating revenue</b>				
Aeronautical revenue				
Passenger airline revenue				
1	Passenger airline landing fees	45,194	51,292	(6,098) (11.89) %
2	Terminal rent	97,828	98,874	(1,046) (1.06) %
3	Other (boarding bridge)	3,350	10,078	(6,728) (66.76) %
	<b>Total Passenger airline revenue</b>	<b>146,372</b>	<b>160,244</b>	<b>(13,872) (8.66) %</b>
Non-passenger airline revenue				
4	Non-passenger landing fees	9,041	7,406	1,635 22.08 %
5	Cargo and hangar rentals	4,903	4,483	420 9.37 %
6	Fuel tax	27,709	16,576	11,133 67.16 %
7	Fuel Flowage Fees and Sales	35,728	40,850	(5,122) (12.54) %
8	Other (ramp parking, rapid refuel)	1,200	1,230	(30) (2.44) %
	<b>Total Non-passenger airline revenue</b>	<b>78,581</b>	<b>70,545</b>	<b>8,036 11.39 %</b>
	<b>Total Aeronautical revenue</b>	<b>224,953</b>	<b>230,789</b>	<b>(5,836) (2.53) %</b>
Non-aeronautical revenue				
9	Land and building leases	51,706	48,614	3,092 6.36 %
10	Terminal - restaurant & retail	15,400	13,538	1,862 13.75 %
11	Terminal - other	15,369	15,042	327 2.17 %
12	Rental cars	105,080	92,300	12,780 13.85 %
13	Parking	179,959	148,103	31,856 21.51 %
14	Ground Transportation	4,370	4,894	(524) (10.71) %
15	Other (advertising, security fee, vending, etc)	5,326	3,184	2,142 67.27 %
	<b>Total Non-aeronautical revenue</b>	<b>377,210</b>	<b>325,675</b>	<b>51,535 15.82 %</b>
	<b>Total Operating revenues</b>	<b>602,163</b>	<b>556,464</b>	<b>45,699 8.21 %</b>

## Variance Explanations - November 2022 Revenue Compared to Forecast - Preliminary Financial Statements

	Nov-22	Nov-22	Nov-21	Forecast Variance		PY Variance
	Forecast	Actual	Actual			
Capacity	24,512	25,345	27,214	833	3%	(1,869) -7%
Passenger Landed Weight	22,038,694	23,908,107	25,627,107	1,869,413	8%	(1,719,000) -7%
Enplanements	20,533	20,650	22,847	117	1%	(2,197) -10%
Load Factor	84%	81%	84%		-2%	-2%

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a budget to actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly forecasted operating revenue for November (\$24,200).

### ***Operating Revenues:***

- 1 ***Passenger airline landing fees*** - November landing fee revenue was above forecast due to use of larger aircraft than expected.
- 6 ***Fuel tax revenue*** – Fuel tax revenues tend to correlate most closely to aeronautical activity and are typically on a two month lag. Payments and revenue recognized in November should be related to September activity. Total operations in September 2022 were down 8.7% from prior year but their impact to fuel tax revenues were partly offset by higher fuel prices.
- 7 ***Fuel flowage fees and fuel sales*** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are influenced by GA operations, primarily military and fire fighting operations. Total operations were down nearly 18% in November 2022 from prior year driving the negative variances.
- 12 ***Rental Cars*** - Passenger levels were forecasted to come in 7% below budget for the year and to maintain conservatism, rental car revenue was not adjusted in the forecast. Rental car revenue exceeded forecast by 23%. This positive variance was driven by longer rental terms as per passenger spending and daily rates were down from both prior year and forecast.
- 13 ***Parking*** - Parking revenue exceeded forecast by 98% for November 2022 due to the rate increases effective 11/1/2022 increasing the daily rate from \$10 to \$12 and the hourly rate from \$2 to \$6 after the first hour. This resulted in a 21% increase in per passenger spending from prior year and a 69% increase over forecast making November the highest grossing month for parking revenue to date for GJT.

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		11/30/2022	11/30/2022	11/30/2021				
		Forecast	Actual	PY Actual	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	<b>Passenger airline landing fees</b>	<b>\$ 469,463</b>	<b>\$ 501,725</b>	<b>\$ 591,669</b>	<b>\$ 32,262</b>	<b>6.87 %</b>	<b>\$ (89,944)</b>	<b>(15.20) %</b>
2	Terminal rent	1,086,667	1,076,248	1,078,576	(10,419)	(0.96) %	(2,328)	(0.22) %
3	Other (boarding bridge)	23,449	26,700	23,381	3,251	13.86 %	3,319	14.20 %
	<i>Total Passenger airline revenue</i>	<u>1,579,579</u>	<u>1,604,673</u>	<u>1,693,626</u>	<u>25,094</u>	<u>1.59 %</u>	<u>(88,953)</u>	<u>(5.25) %</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	101,561	110,651	139,967	9,090	8.95 %	(29,316)	(20.94) %
5	Cargo and hangar rentals	52,342	53,076	50,612	734	1.40 %	2,464	4.87 %
6	Fuel tax	353,860	358,108	193,532	4,248	1.20 %	164,576	85.04 %
7	<b>Fuel Flowage Fees and Sales</b>	<b>453,295</b>	<b>419,200</b>	<b>443,039</b>	<b>(34,095)</b>	<b>(7.52) %</b>	<b>(23,839)</b>	<b>(5.38) %</b>
8	Other (ramp parking, rapid refuel)	8,934	12,930	10,080	3,996	44.73 %	2,850	28.27 %
	<i>Total Non-passenger airline revenue</i>	<u>969,992</u>	<u>953,965</u>	<u>837,230</u>	<u>(16,027)</u>	<u>(1.65) %</u>	<u>116,735</u>	<u>13.94 %</u>
	<i>Total Aeronautical revenue</i>	<u>2,549,571</u>	<u>2,558,638</u>	<u>2,530,856</u>	<u>9,067</u>	<u>0.36 %</u>	<u>27,782</u>	<u>1.10 %</u>
Non-aeronautical revenue								
9	Land and building leases	574,115	579,826	555,552	5,711	0.99 %	24,274	4.37 %
10	Terminal - restaurant & retail	146,808	156,605	153,980	9,797	6.67 %	2,625	1.70 %
11	Terminal - other	166,488	169,059	168,426	2,571	1.54 %	633	0.38 %
12	<b>Rental cars</b>	<b>1,289,383</b>	<b>1,445,922</b>	<b>1,431,341</b>	<b>156,539</b>	<b>12.14 %</b>	<b>14,581</b>	<b>1.02 %</b>
13	<b>Parking</b>	<b>1,167,101</b>	<b>1,367,270</b>	<b>1,306,495</b>	<b>200,169</b>	<b>17.15 %</b>	<b>60,775</b>	<b>4.65 %</b>
14	Ground Transportation	45,055	52,659	51,138	7,604	16.88 %	1,521	2.97 %
15	Other (advertising, security fee, etc.)	38,748	55,198	60,983	16,450	42.45 %	(5,785)	(9.49) %
	<i>Total Non-aeronautical revenue</i>	<u>3,427,698</u>	<u>3,826,539</u>	<u>3,727,915</u>	<u>398,841</u>	<u>11.64 %</u>	<u>98,624</u>	<u>2.65 %</u>
	<b>Total Operating Revenues</b>	<b>\$ 5,977,269</b>	<b>\$ 6,385,177</b>	<b>\$ 6,258,771</b>	<b>\$ 407,908</b>	<b>6.82 %</b>	<b>\$ 126,406</b>	<b>2.02 %</b>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		11/30/2022		11/30/2019		Variance to 2019	
		Actual	Actual	\$ Var	% Var		
<b>Operating revenue</b>							
Aeronautical revenue							
Passenger airline revenue							
1	Passenger airline landing fees	\$ 501,725	\$ 571,903	\$ (70,178)	(12.27) %		
2	Terminal rent	1,076,248	1,084,903	(8,655)	(0.80) %		
3	Other (boarding bridge)	26,700	114,672	(87,972)	(76.72) %		
	<i>Total Passenger airline revenue</i>	<u>1,604,673</u>	<u>1,771,478</u>	<u>(166,805)</u>	<u>(9.42) %</u>		
Non-passenger airline revenue							
4	Non-passenger landing fees	110,651	91,682	18,969	20.69 %		
5	Cargo and hangar rentals	53,076	48,983	4,093	8.36 %		
6	Fuel tax	358,108	191,960	166,148	86.55 %		
7	Fuel Flowage Fees and Sales	419,200	500,797	(81,597)	(16.29) %		
8	Other (ramp parking, rapid refuel)	12,930	9,150	3,780	41.31 %		
	<i>Total Non-passenger airline revenue</i>	<u>953,965</u>	<u>842,572</u>	<u>111,393</u>	<u>13.22 %</u>		
	<i>Total Aeronautical revenue</i>	<u>2,558,638</u>	<u>2,614,050</u>	<u>(55,412)</u>	<u>(2.12) %</u>		
Non-aeronautical revenue							
9	Land and building leases	579,826	540,248	39,578	7.33 %		
10	Terminal - restaurant & retail	156,605	152,870	3,735	2.44 %		
11	Terminal - other	169,059	165,645	3,414	2.06 %		
12	Rental cars	1,445,922	1,208,711	237,211	19.63 %		
13	Parking	1,367,270	1,424,206	(56,936)	(4.00) %		
14	Ground Transportation	52,659	67,698	(15,039)	(22.21) %		
15	Other (advertising, security fee, etc.)	55,198	83,341	(28,143)	(33.77) %		
	<i>Total Non-aeronautical revenue</i>	<u>3,826,539</u>	<u>3,642,719</u>	<u>183,820</u>	<u>5.05 %</u>		
	<i>Total Operating Revenues</i>	<u>\$ 6,385,177</u>	<u>\$ 6,256,769</u>	<u>\$ 128,408</u>	<u>2.05 %</u>		

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		11/30/2022	11/30/2022	11/30/2021	Forecast \$	Forecast %	PY \$ Var	PY % Var
		Forecast	Actual	PY Actual	Variance	Variance		
<b>Operating expenses</b>								
16	Personnel compensation and benefits	\$ 2,410,609	\$ 2,293,715	\$ 2,123,181	(116,894)	(4.85) %	170,534	8.03 %
17	<b>Communications and utilities</b>	<b>365,078</b>	<b>345,241</b>	<b>313,037</b>	<b>(19,837)</b>	<b>(5.43) %</b>	<b>32,204</b>	<b>10.29 %</b>
18	<b>Supplies and materials</b>	<b>581,885</b>	<b>547,314</b>	<b>439,300</b>	<b>(34,571)</b>	<b>(5.94) %</b>	<b>108,014</b>	<b>24.59 %</b>
19	<b>Contract services</b>	<b>654,770</b>	<b>560,646</b>	<b>606,410</b>	<b>(94,124)</b>	<b>(14.38) %</b>	<b>(45,764)</b>	<b>(7.55) %</b>
20	Repairs & maintenance	379,371	397,981	379,032	18,610	4.91 %	18,949	5.00 %
21	Insurance	127,154	125,505	122,485	(1,649)	(1.30) %	3,020	2.47 %
22	Training, Travel, & Air Service Development	148,804	106,837	85,786	(41,967)	(28.20) %	21,051	24.54 %
23	Other Expense (marketing, professional dues, etc)	88,150	49,583	138,901	(38,567)	(43.75) %	(89,318)	(64.30) %
24	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
	<i>Total Operating expenses</i>	<b>4,755,821</b>	<b>4,426,822</b>	<b>4,208,132</b>	<b>(328,999)</b>	<b>(6.92) %</b>	<b>218,690</b>	<b>5.20 %</b>
<b>Non-operating revenue (expenses)</b>								
25	Passenger facility charges	855,853	828,172	990,376	(27,681)	(3.23) %	(162,204)	(16.38) %
26	Interest income	31,421	50,587	31,175	19,166	61.00 %	19,412	62.27 %
27	Interest expense	(678,075)	(677,444)	(704,395)	(631)	(0.09) %	(26,951)	(3.83) %
28	<b>Customer facility charges</b>	<b>541,396</b>	<b>617,152</b>	<b>647,720</b>	<b>75,756</b>	<b>13.99 %</b>	<b>(30,568)</b>	<b>(4.72) %</b>
29	<b>Capital contributions</b>	<b>11,033,536</b>	<b>5,931,398</b>	<b>19,791,805</b>	<b>(5,102,138)</b>	<b>(46.24) %</b>	<b>(13,860,407)</b>	<b>(70.03) %</b>
29	<b>Capital expenditures</b>	<b>(13,347,369)</b>	<b>(6,561,894)</b>	<b>(19,910,783)</b>	<b>(6,785,475)</b>	<b>(50.84) %</b>	<b>(13,348,889)</b>	<b>(67.04) %</b>
30	<b>Non-Capital Contributions</b>	<b>3,100,606</b>	<b>62,433</b>	<b>72,319</b>	<b>(3,038,173)</b>	<b>(97.99) %</b>	<b>(9,886)</b>	<b>(13.67) %</b>
31	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %
32	Other	-	20,000	-	20,000	0.00 %	20,000	0.00 %
	<i>Total Non-operating revenue (expenses)</i>	<b>1,537,368</b>	<b>270,404</b>	<b>918,217</b>	<b>(1,266,964)</b>	<b>(82.41) %</b>	<b>(27,399,493)</b>	<b>(2,983.99) %</b>
	<b>Excess of revenue over (under) expense</b>	<b>\$ 2,758,816</b>	<b>\$ 2,228,759</b>	<b>\$ 2,968,856</b>	<b>(530,057)</b>	<b>(19.21) %</b>	<b>(27,491,777)</b>	<b>(926.01) %</b>

**Grand Junction Regional Airport Authority**  
**Statements of Changes in Net Position**

Unaudited - subject to change

		11/30/2022		11/30/2019		Variance to 2019	
		Actual		Actual		\$ Var	% Var
<b>Operating expenses</b>							
16	Personnel compensation and benefits	\$ 2,293,715	\$	2,149,950		143,765	6.69 %
17	Communications and utilities	345,241		279,890		65,351	23.35 %
18	Supplies and materials	547,314		439,019		108,295	24.67 %
19	Contract services	560,646		562,159		(1,513)	(0.27) %
20	Repairs & maintenance	397,981		335,158		62,823	18.74 %
21	Insurance	125,505		100,311		25,194	25.12 %
22	Training, Travel, & Air Service Development	106,837		168,863		(62,026)	(36.73) %
23	Other Expense (marketing, professional dues, etc)	49,583		54,474		(4,891)	(8.98) %
24	Contingency Expense	-		3,596		(3,596)	0.00 %
	<i>Total Operating expenses</i>	<u>4,426,822</u>		<u>4,093,420</u>		<u>333,402</u>	<u>8.14 %</u>
<b>Non-operating revenue (expenses)</b>							
25	Passenger facility charges	828,172		971,002		(142,830)	(14.71) %
26	Interest income	50,587		215,092		(164,505)	(76.48) %
27	Interest expense	(677,444)		(744,311)		66,867	8.98 %
28	Customer facility charges	617,152		698,544		(81,392)	(11.65) %
29	Capital contributions	5,931,398		4,387,721		1,543,677	35.18 %
29	Capital expenditures	(6,561,894)		(10,119,973)		3,558,079	35.16 %
	Non-Capital Contributions	62,433		-		62,433	#DIV/0!
30	Debt principal payments	-		-		-	0.00 %
31	Other	20,000		36,865		(16,865)	(45.75) %
	<i>Total Non-operating revenue (expenses)</i>	<u>270,404</u>		<u>(4,555,060)</u>		<u>4,825,464</u>	<u>105.94 %</u>
	<b>Excess of revenue over (under) expense</b>	<b>\$ 2,228,759</b>	<b>\$</b>	<b>(2,391,711)</b>		<b>4,620,470</b>	<b>193.19 %</b>

**GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through November 30, 2022**

**2022 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED**

Grant Number	Project/Grant Description	2022 Project Costs Incurred	Grant Revenue	
			Recognized in 2022	2022 GJRAA Local Share
AIP 66	Construct Run-up Pad & Rehab Apron	15,291	15,291	-
AIP 67	Taxiway A and RWY 11-29 Construction	69,103	69,103	-
AIP 68	Runway Design - Earthwork, Prism, and Drainage	37,843	37,843	-
AIP 69	Airport Development Plan	688,829	688,829	-
AIP 72	Taxiway A and RWY 11-29 Construction	2,969,695	2,969,695	-
AIP 75	Runway Design -Schedule 4-7 Utility Infrastructure	1,449,053	1,304,147	1,449,053
AIP 76	RWY 11-29 Construction Schedule 4	828,596	745,736	828,596
AIP 77	Runway Design - Grading & Drainage	-	-	-
CDOT	RWY 4-22 Rehab Design	193,424	146,853	46,571
<b>Total Grant Projects</b>		<b>\$ 6,251,833</b>	<b>\$ 5,977,496</b>	<b>\$ 2,324,220</b>

**2022 NON-AIP CAPITAL EXPENDITURES INCURRED**

Project Description	2022 Costs Incurred
Employee Parking Lot Expansion	108,210
Taxilane C1A Rehabilitation Design	87,877
2004 International Snow Plow	68,500
2022 Eagle Drive Landscaping -East	27,748
Terminal Signage Project	10,350
Parking booth exit storage shed	4,525
Terminal Improvements - Non-Rental Car	2,851
<b>Total Non-AIP Projects</b>	<b>\$ 310,061</b>
<b>Total Capital Expenditures YTD \$ 6,561,894</b>	

## Variance Explanations - November 30, 2022 Preliminary Financial Statements

Variance explanations have been provided below for revenue and expense accounts that have a budget variance of more than 5% and where the revenue or expense category makes up at least 5% of the YTD operating budget of \$299,000 for revenue and \$309,000 for all non-capital expenses and non-operating revenues.

	November-22 Forecast	November-22 Actual	November-21 Actual	Forecast Variance		PY Variance	
Seat Capacity	252,807	255,401	324,940	2,594	1%	(69,539)	-21%
Passenger Landed Weight	293,562,894	251,715,252	285,710,746	(41,847,642)	-14%	(33,995,494)	-12%
Enplanements	209,619	213,778	238,663	4,159	2%	(24,885)	-10%
Load Factor	83%	84%	73%	1%		10%	

**Operating Revenues: Operating revenues were \$408K (6.8%) ahead of forecast through November 2022. This positive variance was due to higher than expected per passenger spending in both rental cars and parking, which caused non-aeronautical revenues to exceed forecast by 11.6%.**

- 1 **Passenger airline landing fees** - YTD through November 2022 landing fee exceeded forecast by 6.87% due to slightly larger aircraft than expected in addition to a moderate diversion year. Diversions are not budgeted or forecasted for due to their unpredictability.
- 7 **Fuel flowage fees and fuel sales** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are influenced by GA operations. The negative variance is primarily driven by military activity. YTD November military fueling was down 14% from prior year.
- 12 **Rental Cars** - Rental car revenue continued to maintain historically high daily rental rates and per passenger spending through November. This in conjunction with higher fuel prices caused revenue to exceed forecast by 12%.
- 13 **Parking** - Through November 2022, parking revenue exceeded forecast by 17%. Higher than forecasted revenues are mainly attributable to higher per passenger spending, helped by the parking rate increase on November 1, and an average 8.5% increase in length of stay from prior year.

**Operating Expenses: Total Operating Expenses through November 2022 were \$329K below forecast primarily due to underspending in every category apart from Repairs and Maintenance. Total operating expenses are expected to come in under forecast for 2022.**

- 17 **Communications and Utilities** – Communications and Utilities were \$19,800 under forecast due to lower than expected rates and consumption from newly installed equipment. This category will be easier to estimate the longer we have current systems.
- 18 **Supplies & Materials** – Supplies & Materials costs were \$34,600 below forecast. This is due in part to higher forecasting for rental cars fuel spending but usage and prices were slightly lower in November.
- 19 **Contract Services** – Contract services are \$94K under forecast through November. All of the professional services came in below forecast YTD November.

### Non-Operating Revenues and Expenses:

- 28 **CFC Revenue** – CFC revenue was above forecast due to higher than expected average number of days cars are rented for. YTD November 2022 had an average rental transaction of 4.52 days compared to 4.56 for the same period in 2021 and 3.92 days in 2020.
- 29 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual forecast and the variance represents the estimated amount remaining to be spent. We have utilized approximately 49% of the forecast for capital expenditures through November, the major construction projects are underway and these costs will increase through the end of the year but we do not expect to spend the full \$11M for 2022. See the attached detail of costs incurred by project through November.
- 30 **Non-Capital Contributions** – The \$3.1M in Non-Capital Contributions is for the full draw down of ARPA grant funds. This is expected to be drawn down for the year and will be reflected in the financials once the year has been fully closed out.



**Grand Junction Regional Airport Authority**  
**Statement of Financial Position - Unaudited, subject to change**

	Month Ending 11/30/2022	Month Ending 10/31/2022	Variance
<b>Assets</b>			
Current Assets			
	\$ 17,883,141	\$ 18,484,884	\$ (601,743)
	2,276,313	2,943,641	(667,328)
1	<i>Total Cash and Cash Equivalents</i>	21,428,525	(1,269,071)
Accounts Receivable			
	1,372,112	1,578,294	(206,182)
	5,648,930	4,478,407	1,170,523
2	<i>Total Accounts Receivable, Net</i>	6,056,701	964,342
3	Prepaid Expenses	86,591	108,385
	<i>Total Current Assets</i>	27,267,087	27,593,611
			(326,524)
<b>Non-Current Assets</b>			
Capital Assets			
	31,780,573	31,780,573	-
	53,079,230	53,502,252	(423,022)
4	<i>Total Capital Assets, Net</i>	84,859,803	85,282,824
5	Bond Project Fund	419,563	418,501
	<i>Total Non-Current Assets</i>	85,279,366	85,701,325
	<b>Total Assets</b>	<b>112,546,453</b>	<b>113,294,936</b>
			<b>(748,483)</b>
6	<b>Deferred Outflows of Resources - Pension Plan</b>	<b>625,066</b>	<b>625,066</b>
			-
<b>Liabilities</b>			
Current Liabilities			
7	Accounts Payable - Ops	413,571	352,106
7	Accounts Payable - Capital	2,628,846	1,999,407
8	Accrued Expenses	276,436	246,498
9	Lease Deposits	151,054	150,694
10	Deferred Revenue	25,067	25,067
11	Current portion of capital lease and bonds payable	173,339	1,246,019
	<i>Total Current Liabilities</i>	3,668,311	4,019,790
			(351,478)
Long Term Liabilities			
	16,302,711	16,302,711	-
	346,756	348,844	(2,089)
	1,395,594	1,395,594	-
12	<i>Total Long Term Liabilities</i>	18,045,061	18,047,150
	<i>Total Liabilities</i>	21,713,372	22,066,939
			(353,567)
13	<b>Deferred Inflows of Resources - Pension Plan</b>	<b>1,425,215</b>	<b>1,425,215</b>
			-
	<b>Total Net Position</b>	<b>\$ 90,032,932</b>	<b>\$ 90,427,848</b>
			<b>\$ (394,916)</b>

## **Variance Explanations - November 2022 Statement of Financial Position**

***Assets: Total Assets decreased by \$748K from October 2022 to November 2022 which was primarily due to the grant reimbursements and capital accounts receivable cycles and the semi-annual bond payment.***

- <sup>1</sup> **Cash** – Cash decreased by \$1.3M from October 2022 to November 2022. The increase was due to payments made on capital projects that had not been reimbursed by grants by month end as well as the semi-annual bond payment of \$1.1M.
- <sup>2</sup> **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Capital receivables increased as expected as construction season continued on AIP projects.
- <sup>3</sup> **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. The decrease in this account is the monthly amortization or use of these services.
- <sup>4</sup> **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation based on assets placed in service as of December 31, 2021.
- <sup>5</sup> **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

### ***Deferred Outflows of Resources:***

- <sup>6</sup> **Deferred Outflows of Resources - Pension Plan** – The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts all represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

***Liabilities: Total Liabilities decreased \$395K from October 2022 to November 2022 due to a increase in capital accounts payable associated with the airfield projects offset by the reduction in the current portion of the bond payable.***

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. The capital accounts payable increase was due to progress made on the Airport Development Plan, Runway 12/30 Schedule 1-3 Construction, Runway 12/30 Schedule 4 Construction, and Runway 12/30 Schedule 4-7 Infrastructure Design.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately \$180,000) and payroll accruals to properly recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bonds. The change from the prior month is the monthly bond interest.
- 12 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually in December to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for periods farther out than 12 months.

***Deferred Inflows of Resources:***

- 13 **Deferred Inflows of Resources - Pension Plan** – Similar to deferred outflows described above, the deferred inflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. Deferred Inflows of resources actually represent increases to the pension liability that will be recognized in future years, primarily related to changes in actuarial assumptions. These will only be calculated annually, and therefore no changes will be seen month to month.